Doc#: 0534813010 Fee: \$44.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/14/2005 08:32 AM Pg: 1 of 11

After recording, return recording information to: American Title Inc. P.O. Box 390190 Omaha, NE 69139

2020S11160ZOZ

Prepared By:

FIRST HORIZON HOME LOAN CORPORATION

DIMOCURO COLLEGE FOUNEVARD, 3RD FLOOR

OVERLAND PARK, K5 66211

**MORTGAGE** 

0056087604

THIS MORTGAGE is made this day of November, MARY M LOWE & GREGORY SCOTT LOWE, Wife 4 Husband (ix

2005 , between the Mortgagor,

(herein "Borrower"), and the Mortgagee,

, a corporation organized and

, whose address is

, Tenants In The Entirety

FIRST HORIZON HOME LOAN CORPORATION

existing under the laws of THE STATE OF KANSAS 4000 Horizon Way, IRVING, TX 75063

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ (herein "Lender"). indebtedness is evidenced by Borrower's note dated November 22nd, 2005 111,100 00 , which thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indeoteoness, if not sooner paid, due and payable on December 1st, 2020

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

-76(IL) (0308)

Page 1 of 5

VMP Mortgage Solutions, Inc. (800)521-7291

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to Lender the following described property located in the County of Cool State of Illinois:

All that tract or parcel of land as shown on Sch hereto which is incorporated herein and made a part hereof.

17-110-425-005-1023

which has the address of 1172 S PLYMOUTH CT UNIT 1NW

CHICAGO [City], Illinois TOGETHER with a 1 the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and 60605 rents all of which shall be deerned to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the easterned easter if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and that the Droperty and that the Droperty is unprouphered except for encumbrances of record Ropeyer covenants that

convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend ge crally the title to the Property against all claims and demands, subject to encumbrances of

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to as plicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest at a payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender the Funds shall be held in an institution the deposits or accounts of which are insured or

If Borrower pays Funds to Lender, the Funds shall be held in an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such as institution). Lender shall apply the Funds to pay said said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds, analyzing applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower (n). Funds held by later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in

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VMP -76(IL) (0308)

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if

not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrover, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Boriover shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender Dorrower requesting payment thereof. Nothing contained in this paragraph 7 shall

require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or 10. conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage deed of trust or other security agreement with a lien which has

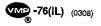
10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrover and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforced by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally line's on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions

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of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to provide a period of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Reried'es. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (a) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary expenses, abstracts and title reports.
- Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding, begin by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower pays all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing 1 che'er's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower shall pay all costs of recordation, if any.
  - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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Initials: MM Form 3814

AND FO	RECLOSURE U	CE OF DEFAULT INDER SUPERIOR EDS OF TRUST		
over this Mortgage to give Notice to Lender, at Les superior encumbrance and of any sale or other force.	ny mortgage, dee nder's address se losure action	ed of trust or other encu et forth on page one of	ambrance with a li this Mortgage, of	en which has priority any default under the
IN WITNESS WHEREOF, Borrower has exec	cuted this Mortga	ge.	/	
May m none	(Seal)	Anapply S. I	Homes -	
MARY M LOVE	-Borrower	GREGORY SCOTT L	OWE	-Borrower
	(Seal)			(Seal)
000	Donowei			-Borrower
- C	(Seal) _			<i>(</i> 2. 1)
9-Op	-Borrower			-Borrower
	_ (Seal) _			
	-Purnwer			-Borrower
	, C	),	[s	Sign Original Only]
STATE OF ILLINOIS, COOR  I, GENALDINE A, BENES  a Notary Public in and for said county and state do her  MARY M LOWE & GREGORY SCOTT LOWE		County	SS:	,
subscribed to the foregoing instrument, appeared signed and delivered the said instrument as his/her/thei Given under my hand and official seal, this	, pers before me the r free and volunt 32	sonally known to me to his day in person, a ary act, for the uses and day of POV.,	ind acknowledged i purposes, therein:	that he/she/they set forth.
My Commission Expires: 10-08-2009		Jestorie ary Public	a. Ber.	<u> </u>
GER Notary	OFFICIAL SEALDINE A. B. Public, State of Sission Expires 1	ERES	A Berl	5

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EXMINIT ATTACHMENT ATTACHMENT

**Property Description** 

Grantor:

Legal:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

PARCEL 1:

UNIT 1-NW IN 1177 SOUTH PLYMOUTH COURT, CLARK NM, IN THE TOWNHOMES OF DEARBORN PARK CONPOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBES REAL ESTATE: PART OF BLOCK 7 IN DEARBORN PARK UNIT NUMBER 1, BEING A SUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINT BLOCKS 127 AND 134, BOTH EVOLUSIVE, IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTY, PANGE 14, EAST OF THE THIRD MUNICIPAL IN COOK COUNTY, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86042028 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING (GARACE) SPACE NO. 42, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY AT TACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 86042028.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVE NANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

PID:

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#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 22nd day of November, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST HORIZON HOME LOAN CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1172 S PLYMOUTH CT UNIT 1NW, CHICAGO, Illinois 60605 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

TOWNHOME OF DEARBORN PARK

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property riso includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of 3-rrower's interest.

CONDOMINIUM COVENANTS. In addition to the coverant; and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Forrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the

0056087604 MULTISTATE CONDOMINIUM RIDER -Single Family/Second Mortgage Page 1 of 3 Initials: 199 GGL (800)521-7001

208R (0411)

(800)521-7291

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provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Londer requires as a condition of this waiver can change during the term of the loan.

Borrowel shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Sorrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Berrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Initials: MMF GSL

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	BY SIGNING BELOW, E contained in this Condominium R	Borrower acce Rider.	epts and	agrees	to the te	erms and	covenants
	Mary M JARE	(Seal) -Borrower	<u>Jo</u>	Apply School	off LOWE		(Seal) -Borrower
	700 T	(Seal) -Borrower	<del></del>				(Seal) -Borrower
		(Seal) -Barrawer	<del>-</del>			<del>- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10</del>	(Seal) -Borrower
-		(Seal) -Borrower	C (1)	7%			(Seal) -Borrower
					2014		
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						~ //	

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#### BALLOON PAYMENT RIDER TO THE SECURITY INSTRUMENT

Property Address: 217.2 S PLYMOUTH CT UNIT 1NW

CHICAGO, IL 60605

Loan Number:

005608 614

THE TERMS OF THE LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY

THE AMORTIZATION OF PRINCIPAL AND EXTEREST IS BASED ON A 30 YEAR FACTOR AND WOULD AMORTIZE THE PRINCIPAL LOAN ON A 30 YEAR SCHEDULE, BUT SINCE THE FULL BALANCE IS PAYABLE IN 180 MONTHS, A BALLOON PAYMENT OF \$ 78,151.96 WILL BE REQUIRED ON December 1st , 2020 .

The loan is payable in full at the end of 15 years. You must repay the entire principal balance of the loan and the unpaid interest then due. The lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets you may own or you will have to find a lender willing to lend you the money at the prevailing market rate, which may be considerably higher or lower than the

If you refinance this loan at maturity, you may have to pay some or all closing costs remaily associated with a new loan, even if you obtain refinancing from the same lender.

I/We hereby acknowledge receipt of the above notice relating to the balloon payment provision or this loan, which have also been explained to me/us.

Mary M LOWE	(Seal) -Borrower	GREGORY SCOTT LOWE	(Seal) -Borrowei
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower
	(Seal) -Borrower		(Seal) -Borrower

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0056087604

#### RIDER TO DEED OF TRUST/MORTGAGE/SECURITY DEED

Date:

11/22/2005

The escrow of taxes and in urance required in Paragraph 2 of your DEED OF TRUST/MORTGAGE/SECURITY DEED to

FIRST HORIZON HOME LOAN CORPORATION is hereby waived and you are not required to deposit with

FIRST HORIZON HOME LOAN CURPCRATION any of the amounts set forth in said paragraph, provided:

- (a) Escrows for future taxes and incurance premiums are being collected and maintained by the holder or servicer of the mortgage loan superior to our lien; or

  (b) If you pay your own taxes and incurrent.
- (b) If you pay your own taxes and insurance premiums, you fulfill your obligation to keep taxes and insurance premiums current with respect to the property secured hereby.

This waiver does not, in any way, release you from your obligation to make escrow payments of taxes and insurance to the holder of any prior mortgage, nor does it relieve you of your obligation to keep taxes and insurance premiums current with respect to the secured property.

All payments will be applied first to the accrued interest and next to the unpaid principal of your loan. The exact amount of your final payment, finance charge, and total of payments will be somewhat more or less than the amounts shown if we do not receive each payment on the scheduled payment date.

RECEIPT ACKNOWLEDGED:

MARY M COWE	Shoppy To towe

2nd Rider

CB6D082 Revised 8/01