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PREPARED BY:	TOFFORCOUNTAILING OPY 13 1990 SEP 25 PH 3 TO 904 66 3 5 0
SCHAUMBURG IL 6017	73 1990 SEP 25 PH 3 10 7 9 04 57 3 1

RECORD AND RETURN TO:	4.0	TELL STATE
METROPOLITAN FINANCIAL MORTGAGE	CORPOR	RATION
1000 E. WOODFIELD ROAD-SUITE 240		4.
SCHAUMBURG, ILLINOIS 60173		

\$ 16.00

MORTGAGE 0057475263 THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY. THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 21 , 1990 The mortgagor is BRUCE FINE AND SUSAN POKUTA FINE, HUSBAND AND WIFE

("Borrower"). This Security instrument is given to METROPOLITAN FINANCIAL MORTGAGE COLPORATION and whose address is 425 ROBERT STREET NORTH, SUITE 500 THE STATE OF MINNESOTA ST. PAUL, MINNESOTA 55101-2019 Borrower owes Lender in a principal sum of and also the an exist to have the artification of the area consistent. The transfer of the committee of the transfer of the area of the artificial states of the second of the second TWO HUNDRED ELGET THOUSAND AND 00/100 Dollars (U.S. \$ 208,0(2),00). This debt is). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 1997 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and the renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK
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BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for engumbranes of record. Borrower warrants and will defend generally the title to the Property against alliefalms and demands; subject to any encumbrances of Burney Walter State Con-

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real-property: Make 200, 200-200, with additional officers of the constitute mention of any appropriate programming in the first recording to the sequence of the sequence

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

1. PAYMENT of PRINCIPAL and INTEREST; PREPAYMENT and LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note: more section, we can provide a program as the contract with the property for

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT. TO the selection send the measure of the property of the send of the property of the send of the property of the send of

Borrower(s) initials: MD-284 Rev. 10/89 14664

Page 1 of 4

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amount of the Funds held by Lender le not sufficient to pay the escrow men due, Borrower shall pay to Lender any Borrower's option, either promptly repaid to Borrower or oredited to Borrower on monthly payments of Funds. If the gerde of the section (there exceed the second requires to pay the excrom semin due; the excess surely be at Me the smount of the Funda held by Lender, together with the future monthly payments of runds payable prior to the due

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Any amounts disbursed a Lender under this paregraph 7 shall second additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is auxilized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT AF EASED; FORBEAHANCE BY LENDER NOT a WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's stational interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS and ASSIGNS BOUND JOINT and SEVERAL LIABILITY; CO-signers. The coverants and agreements of this Security Instrument shall bind and bourn's the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the (10°12) (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property, under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and ic) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. If the loan secured by this Security instrument is subject to a law which sets maximum joan charges, and that law is finally interpreted so that the interest of a therefore, charges collected or to be collected in connection with the loan exceed the permitted limits, then is any architoan charge shall be reduced by attempoint necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reducing the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13... LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instruction on any invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps so official the second paragraph of paragraph 17.

mailing it by first class mail unless applicable law requires use of another; method. The notice of all be directed to the Property Address or any other address Borrower designates by notice to Lander. Any notice to Levider shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender, any notice to Lender, Any notice to Lender, Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender, when I would in this paragraph.

in this paragraph.

15. GOVERNING LAW: SEVERABILITY. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision on clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

13. BORROWER'S COPY. 1 Borrower shall be given one conformed appy of the Note and of this Security instrument, as 12. TRANSFER of the RROPERTY on a BENEFICIAL INTEREST IN BORROWER S. 16. all or land, partiof, the Property or any interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred for it a beneficial interest in Borrower is sold on transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its options requires immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

If Lender exercises this option; Lender shall give Borrower notice of acceleration. The notice shall provide a period of notices than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may/invoke/any remedies permitted by this Security Instrument without further notice of demand on Borrower. The security instrument without further notice of demand on Borrower. The security instrument without further notice of demand on Borrower.





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ONDITIONAL BISHT B RELINATION OF 57475263

THIS BALLOON RIDER is made this 21ST day of SEPTEMBER , 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to METROPOLITAN FINANCIAL MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3051 NORTH PAULINA CHICAGO, ILLINOIS 60657

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note. Security instrument and this Rider. The Lender or anyone who takes the Note, the Security instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL PIGHT TO REFINANCE

At the matinity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of OCTOBER 1, 2020, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Op", on"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lendar willing to lend mit the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Data. These conditions are: (1) I must will be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Data; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) of ner than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required not yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not gleater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Roller will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) actrue 1 but unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every marks. In the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 80 calendar days in advance of the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are me. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 at ove, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the fasturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as at its atendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this 21ST day of SEPTEMBER ,1990, 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 METROPOLITAN FINANCIAL MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3051 NORTH PAULINA, CHICAGO, ILLINOIS 60657
(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PF.OPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its 200 ing classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE, approver shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lenser's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with largest of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "subleas." I file Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property; hall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at the time there is a breach. Any application of ronts shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Londer has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedian permitted by the Security Instrument.

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BY SIGNING BELOW, Borrower accepts and as	grees to the terms and provisions contained in this 1-4 Family	Higer.
	BRUCE FINE Juferle Dine	(Seal) Borrower
	SUSAN POKUTA FINE	(Seaf) -Borrower
		(Seal) -Borrower
		(Seal) -Borrower

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