

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
REC'D 6/24/87

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\$ 16.00

THE TERMS OF THIS LOAN MORTGAGE 58106-0925  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 17  
1990. The mortgagor is JAMES H. GEARHART AND  
NANCY A. GEARHART, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to WM. BLOCK & COMPANY, INC.

ITS SUCCESSORS AND/OR ASSIGNS

which is organized and exists under the laws of THE STATE OF ILLINOIS

and whose address is

5 MARKET SQUARE COURT

LAKE FOREST, ILLINOIS 60045

("Lender").

Borrower owes Lender the principal sum of

ONE HUNDRED NINE THOUSAND AND NO/100

Dollars (U.S. \$ 109,000.00). 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 JANUARY 1, 1998. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all 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 County, Illinois:

LOT 2 IN BETTER LIVING SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1986 AS DOCUMENT NUMBER 86-069,407 AND CERTIFICATE OF CORRECTION RECORDED APRIL 6, 1986 AS DOCUMENT NUMBER 86-133,736 IN COOK COUNTY, ILLINOIS.

08-29-400-054

Elk Grove Clerk's Office  
Village

which has the address of 2 SYLVAN COURT  
(Street)

ELK GROVE VILLAGE  
(Town)

Illinois 60007  
(Zip Code)

(\*Property Address\*)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and proses, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

6FOLI

LDP MORTGAGE FORMS • 313-293-8100 • 1-800-521-7257

Form 3014 12-83

Amended 5-87



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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums 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 authorized 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 Released; Forbearance 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 successors in 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 covenants and agreements of this Security Instrument shall bind and benefit 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 Note: (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 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation 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 loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount 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 reduces principal, 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 Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided 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 or 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.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. 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 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 not less 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 fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by  
such action unique to this paragraph 7; Lender does not waive to do so.

7. Protection of Lenders' Rights in the Property: Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding against the Borrower in connection with the Property, Lender may file a complaint in the appropriate court to protect its rights in the Property.

Instruments shall immediately prior to the acquisition, leasehold or subleasehold, Borrower shall not make unless it under agrees to the merger in writing.

Unless otherwise otherwise agreed in writing, any application of proceeds to principals shall not exceed Borrower and Lender's right to the extent of the sums secured by this Security interest prior to the acquisition shall pass to Lender to the extent of the sums resulting from damage to the property.

outreached to students at a clinic, then learned which patients may benefit the most from this instrument. Whether or not this due, The 30-day period will begin when the notice is given.

unless Landlord and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair or damage to the Premises, Landlord may make payment of less than the amount due if the insurance company so directs.

All insurance policies and renewals shall be acceptable to Landlord and shall include a standard mortgage clause. Landlord shall have the right to hold the policies and renewals. If Landlord renews, Borrower shall promptly give to Landlord all receipts of paid premiums and renewals. In the event of loss, Borrower shall give to the insurance carrier a written notice of loss if no one makes premium by the Borrower.

5. Hazard Insurance: Borrower shall keep the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance company shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge any lien, which has priority over this Security Instrument unless Borrower waives in writing to the payment of the obligation so caused by the lien in a manner acceptable to Lender; (a) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (b) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (c) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (d) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (e) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (f) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (g) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (h) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (i) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (j) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (k) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (l) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (m) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (n) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (o) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (p) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (q) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (r) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (s) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (t) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (u) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (v) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (w) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (x) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (y) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender; (z) advances in excess of the amount of the obligation so caused by the lien in a manner acceptable to Lender.

3. Application of provisions. Unless applicable law provides otherwise, all payments received by the Notee third, to amounts payable under paragraph 2, fourth, to interests due and lost, to principal due perhaps later, to late charges due under the Note second, to preparation charges due under the Note; fourth, to all other expenses, charges, fees and monitions attributable to the Notee.

to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or retained to Borrower's account until paid to him by the Funds, if the amount of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall pay to

shall be paid on the Funds. Unless, an agreement is made or applicable law requires interest to be paid, interest need not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, all rights and powers as are now or hereafter may be granted by law to the holder of the Funds.

service shall not be a charge for purposes of the proceeding sentence. Borrower and Lender may agree in writing that interest by Lender in connection with Borrower's extreme injury instrument to pay the cost of an independent report prepared

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal

estimateable premiums of £50,000 on the Report, it will be seen that the premium on the basis of insurance premiums, if any, these items may estimate the future cost of items.

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may then privately over the Security instrument (b) yearly

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BALLOON RIDER  
CONDITIONAL RIGHT TO REFINANCE

158006-0925

THIS BALLOON RIDER is made this 17th day of DECEMBER - 90, 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 WM. BLOCK & COMPANY, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
2 SYLVAN COURT  
ELK GROVE VILLAGE, ILLINOIS 60007

(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 RIGHT TO REFINANCE

At the maturity 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 JANUARY 1, 2021, 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 Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me 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 Date. These conditions are: (1) I must still 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 Date; (3) no lien against the Property except for taxes and special assessments not yet due and payable other 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 net 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 greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued 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 month until the New Note is fully paid.

## 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on 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 met. 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 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity 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 calculated in Section 3 above. I will then have 30 calendar 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

  
JAMES H. GEARHART

(Seal)  
Borrower

  
NANCY A. GEARHART

(Seal)  
Borrower

0062431  
TCV

(Seal)  
Borrower

(Seal)  
Borrower  
158006-0925

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