OOK COUNTY, ILL HOS

1990 "1" 17 PH 12: 59

90228793

## 90228793

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**MORTGAGE** THE TERMS OF THIS LOAN 0057469144 CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY. THIS MORTGAGE ("Security Instrument") is given on MAY 14 1990 The mertgagor is STEVEN A. EISENBERG AND HEIDEMARIE D. EISENBERG, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to METROPOLITAN FINANCIAL MORTGAGE CONFORMTION which is organized and existing under the laws of THE STATE OF MINNESOTA 425 ROBERT STREET FORTH, SUITE 500 ST. PAUL, MINNESOT 55101-2019

Borrower owes Lender the principal sum of NINETY THREE THOUSAND AND NO/100 , and whose address is

("Lender").

**16.00** 

Dollars (U.S. \$ ). This debt is evidenced by Borrower's note 93,000.00 dated the same date as this Security Instrument ("isc te"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 1697 . 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 caven nts 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 County, Illinois: located in COOK

LOT 4032 IN ELK GROVE VILLAGE SECTION 1 . BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 41 NORTH, PANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE 11 THEREOF RECORDED OCTOBER 21, 1965 AS DOCUMENT 19625181, IN COCK COUNTY, ILLINOIS. Nort's Offic

08-32-405-011-0000

which has the address of 160 BRANDYWINE

[Street]

ELK GROVE VILLAGE

Illinois

60007

("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 profits, 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 seised 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

Form 3014 12/83 Ammoning 6:07

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1 12 60173 15 60173 IUNIULI SCH YOMPOKG! EFI 1000 E Motary ....... c, State of Illinois METROPOLITAN FINANCIAL NOTIEE : E. SUTTON OFFICIAL SPAL" ВЕСОВО РИО ВЕТОВИ ТО: SCHAUMBURG, IL **ELI09 FINDY EDWONDS** Notary Public **FREPARED BY:** My Commission expires: (1) 1290 OG 61 Given under my hand and official seal, this athrol fas THEIR free and voluntary act, for the uses and purposes therein as monurated bias off borovilob bug bongiz subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ARE bersonally known to me to be the same person(s) whose name(s) AND WIFE STEVEN A. EISENBERG AND HEIDEMARIE D. EISFUBERG, HUSBAND traft gittrop gdorod ob a Notary Public no and for said county and state, SIONLITE TO TELES [Shace Below This Line For Ackno Jedgment] - Bottower (Seal) Borrower (Seal) HEIDEWARIE D' EISENBERG --Borrower (Seal) Meichenrich D. Eloureley -Borrower (Seal) and in any rider(s) viewayd by Borrower and recorded with it. BY SIGME, ABLOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument Other(s) [sheetiy] BALLOON RIDER Planned Unit Development Rider Graduated Payment Rider 1-4 Family Rider [ \_ ] Condominium Rider Adjustable Rate Rider [Check applicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and 23. Biders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower, Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on enon offiguation of the figure acceleration and the right of the motorogen of the processing and the control moduli (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the security. The notice shall further secured by this Security. Instrument, forcelosure by judicial proceeding and sale of the Property. The notice shall further (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable has provides otherwise). The notice shall speedly: (a) the default; (b) the action required to cure the default:

BRIDGE DE BOOK AND BURGORD FOULUIT FOURT DIEK FORGEROOG (1885) FEEL BOOK FEEL FEEL

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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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accound g of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Junds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior 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 credited to Borrower on monthly payments of Funds. If the amount of the Funds, held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to one sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again title sums secured by this Security Instrument.

- 3. Application of Payments. Opless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to ate charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
- 4. Charges; Liens. Borrower shall pay a taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security tristiquent, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in priority and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments arecely, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pricity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the ner in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the a tions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or he carter erected on the Property insured 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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgag ciacse. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to L nder all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or rep in of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

paragraphs 13 or 17.

any phicable law may specify for reinstratement) before sale of the Property pursuant to any power of sale contained as any time prior to the earlier of; (a) 5 days (or such other period as applicable law may specify for reinstratement) 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 and the Mote had no acceleration occurred; (b) pays Lender all sums which then would be due under this Security Instrument and the Mote had no acceleration occurred; (c) pays all expenses incurred in acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in acceleration occurred; (b) cures any default of any other covenable attorneys, feest 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 sams secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall termain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under

period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sender may invoke any temedies permitted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, a ender may invoke any temedies permitted by this Security Instrument without further notice or demand on Borrower. It shorrower shall have the right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

is prohibited by tederal law as of the date of this Security Instrument.

It I ender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

16. Bortower's Copy. Borrower shall be given one conformed copy of the More, and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any prart of the Property or any targets of the Property or any

and the Note me declared to be severable.

furti-diction in which the Property is located. In the event that any provision or chause 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 and too provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end too provisions of this Security Instrument

prem as provided in this paragraph.

15. Groverning Law; Severability. This Security Instrument shad to proceed by federal law and the law of the

14. Softwa. Any notice to Borrower provided v. i. this Security Instrument shall be given by delivering it or method. The notice shall be directed to the Property Address or any other address Borrower derign itse by notice to Lender. Any notice to Lender shall be directed be given by first class mail to I ender stated berein or any other address Lender designates by notice to Borrower. Any motice to Dender shall be given by first class mail to I ender stated berein or any other address Lender designates by notice to Borrower. Any motice to Borrower.

any provision of the Note or this Seemity Institution and institution of the Note or this Seemity institution in the note; at its option, may remedies payment in full of all sums so med by this Security Instrument and may invoke any remedies permitted by paragraph 19. It I ender eversives this option, I ender shall be seen the second paragraph of paragraph 17. Let ander eversives this option, I ender the steps specified in the second paragraph of paragraph 17. Let ander eversives this option, I ender the steps specified in the second paragraph of paragraph 19. It is noticed to Borrower provided to this Security Instrument shall be given by delivering it

prepayment without any prepayment charge ander the Note.

13. Legislation Affecting Lender's Rig (ts.) If enactment or expiration of applicable laws has the effect of rendering

charges, and that law is finally be repreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted benefit and (b) any such loan charges collected or to be collected in connection with the loan exceed the permitted benefit and (b) any such loan charge shall be reduced by the amount necessary to finite will be returned to the permitted any connection already collected from Borrower which exceeded permitted limits will be returned to the permitted any choice to make this return by reducing the principal owed under the More of by making a direct payment to be connected from the reduction will be treated as a partial property making a direct payment to be direct the More and the More the Sole.

that Borrower's consent.

Leaversors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security in trument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of parametry has been not execute the Rote: (a) is co-signing this Security Instrument particles and execute the Rote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower who co-signs this Security Instrument; (b) is not personally obligated to pay the sums secured it this Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured it this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear at a saccommodations with regard to the terms of this Security Instrument or the Note without modify, to the contract of this Security Instrument or the Note without

et of preclude the exercise of any right or remedy.

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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver

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 I and 2 or change the amount of such payments.

Property or to the sums secured by this Security Instrument, whether or not then due.

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 Brangery or to the sums secured by this Security Instrument, whether or not then due.

be paid to Borrower.

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 taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall

assigned and shall be paid to Lender.

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

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.

17 Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower and the requirement for the insurances.

### **BALLOON RIDER**

(CONDITIONAL RIGHT TO REFINANCE)

0057469144

THIS BALLOON RIDER is made this 14TH day of MAY , 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: 160 BRANDYWINE

ELK GROVE VILLAGE, ILLINOIS 60007

(Property Aggress)

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 COVERANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as 'ollows (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 JOPE 1 , 2020, and with an interest rate equal to the "New Note Rate" determined in accordance with Sertion 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, or to extend the Materity 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 Upfon at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and o curant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and Jannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceeding 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 racke 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 Nation Il 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 rotice 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 then 5 percentage poir is 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 c irrent, 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 princip.i. 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.

She A. Cusul Steven A. EISENBERG

(Seal) Borrower

Newdenialu D. Eusenliera HEIDEMARIE D. EISENBERG

(Snat)

(Seul) Borrower

(Beal) Borrower

CONTRACTOR AND STATE