30330976

MALL TO.

| THE PRUDENTI                              | AL HOME MORTGAG                                | GE CO., INC.  | Data)  |
|---|--|---|--|
| INSTRUMENT<br>100 So. Fift<br>Minneapolis |  | MORTGAGE  |  |
| 990 . Tira mort                           | gagor is SUSAN C                               | nstrument') is given on<br>C. SAWYER, AN UNMARR                     | JULY 09,<br>IED PERSON   |
|   |  |   |  |
|   |  | ***   |  |
| under the laws of                         | THE STATE OF                                   | ORTGAGE COMPANY, INC<br>NEW JERSEY                                  | rity Instrument is given to, which is organized and existing diose address is, MISSOURI 63105(*Lender*).   |
| Borrower owes Lei<br>NO/100               | nder the principal sym                         | of FIFTY-TWO THOUSA   | ND FOUR HUNDRED AND  |
| Dollars (U.S. \$                          | 52,400,00                                      |   | ). This debt is evidenced by Borrower's note for monthly payments, with the full debt, if not  |
| secures to Lender:                        | : (a) the repayment of                         | the dibt evidenced by the Note,                                     | This Security Instrument with interest, and all renewals, extensions and   |
| Security Instrumen the Note. For this     | t; and (c) the perform                         | mance of Borrower's covenants and does hereby mortgage, grant and c | ender paragraph 7 to protect the security of this d agreements under this Security Instrument and onvey to Lender the following described property |
| ocated in                                 |  | 4/2   |  |
| INTEREST INDELINEATER 25527071            | N THE COMMON<br>D AND DEFINED<br>IN THE SOUTHW | ELEMENTS IN THE COLU  | IDIVIDED 5.6270 PERCENT  IMBIA ESTATES CONDOMINIUM AS  RICORDED AS DOCUMENT NUMBER  32. TOWNSHIP 41 NORTH, RANGE  IX COOK COUNTY, ILLINOIS.        |
|   |  |   | . USPT-01 RECOMDING 17.9999 TRAN 0473 07/10/90 19:566 15559 # # \$COX COUNTY RECOMDER  |
|   |  |   | $O_{\kappa_{\alpha}}$  |
|   | T  | HIS IS A PURCHASE MO  | NEY MORTGAGE   |
| EXCEED FOUF<br>THAN FIFTEE                | R (4) CENTS F                                  | CR EACH DOLLAR (#1.0<br>IN ARREARS TO COVER                         | T SERVICE CHARGE FOT TO  O) FOR EACH PAYMENT MORE  THE EXTRA EXPENSE INVOLVED  |
| which has the adde                        | 1256 W.  | COLUMBIA #1   | CHICAGO  |
| Illinois                                  | 60626  | (Street)<br>  | (Cily)   |
|   | رکبه Cod <del>e</del> )<br>د WiTH all the impr | ovements now or hereafter erect                                     | ed on the property, and all easements, rights, water rights and stock and all fixtures now or  |

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.

hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the

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.

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foregoing is referred to in this Security Instrument as the "Property,"

Proberty or Cook County Clerk's Office

to the second

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. 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 carnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds 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 unds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessity 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 of Lorder. If under paragraph 19 the Property is sold or acquired by Londer, Londer shall apply, no 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 Security Instrument.

3. Application of Comments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be ar plied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts or able under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all laxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the persor owell payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge an lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation so wed by the lien 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 I ender subordinating the lie 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 rate one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extented 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 stripert to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and rindl include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Porrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower and 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 repair of the Property damaged, if the restoration or repair is economically feasible and Lence's remrity 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. It Borrower abandons, the Property, or does not answer within 30 days a notice from Lender that the Jasurance 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-tay period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shad 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 I ender. 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.

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

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 an date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Lor, ver 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 Borrover 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 rightly amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or pre-aide 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 and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Sote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property or the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrumen; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forhear 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 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, there (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 1 a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the 5 otc.

If enacuarity or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument, une if ceable 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 shin take the steps specified in the second paragraph of

paragraph 17.

Any notice to Borrower provided for in this. Security Instrument, shall be given by delivering it or by 14. Notices. mailing it by first class mail unless applicable law requires use of another or and. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender A sy 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 fed ... law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Scientity 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 Secrety 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 thi 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 I ender 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.

Property of Cook County Clerk's Office

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

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 law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (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 (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall forther inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on the before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to zero zeasonable attorneys' fees and costs of title evidence.

20. Lender in Posse sign. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any prior of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any mass collected by Lender or 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 dissums secured by this Security Instrument.

21. Release. Upon payment of all sump occurred by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower soiles all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as, if the rider(s) were a part of this Security Instrument.

| Adjustable Rate Rider                              | X C             | ndensinium Rider              | 2 · 4 Family Rider                       |
|--|-----------------|-------------------------------|--|
| Graduated Payment Rider                            | Pla             | nned Utilt Development Ride   | r  |
| Other(s) (specify)                                 |                 | 75                            |  |
| BY SIGNING BELOW, Borrower accepts as              |                 | the terms and covenants conta | lined in this Socurity Instrument and in |
| any rider(4) executed by Borrower and recorded wit | un 11.          | 0                             | (d)                                      |
|  | (Seal)          |                               | (Scal)                                   |
|  | -Borrower       | SUSAN C. S                    | AWYEP -Borrowsi                          |
|  | (Seal)          |                               | (Seal)                                   |
|  |                 |                               | Co                                       |
|  |                 |                               | (Seal)                                   |
|  | -Вотгомег       |                               | -BorroB-                                 |
|  | ce Below This L | ine For Acknowledgement)      |  |
| ATE OF ILLINOIS )                                  |                 |                               |  |
| ) SS<br>UNTRY OF COOK )                            |                 |                               |  |

I, The Undersigned, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that SUSAN C. SAWYER is known to me to be the same person whose name is subscribed to the foregoing instrument as such and appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this  $\frac{178}{2}$  day of July, 1990.

" OFFICIAL SEAL "
KAREN M. CHAPPELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/28/93

NOTARY PUBLIC

| THIS CONDOMINIUM RIDER is made this 09 day of JULY 19 90 and is incorporated into and shall be deemed to amend and supplement, the Mortgage, Deed of Trust or Security Esed (Il "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to   |
|--|
| THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.   |
| (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:   |
| 1256 W. COLUMBIA #1, CHICAGO, IL 60626   |
| (Property Address) The Property includes a unit in, together with an undivided interest in the common elements of, a condominium projetion as: COLUMBIA ESTATES CONDO  |
| (Name of Condominium Project)  |
| the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owne Association") holds title to property for the benefit or use of its members or shareholders, the Property also includ Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.  |
| CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrow and Lender further covenant and agree as follows:   |
| A. Condominium (bligations: Borrower shall perform all of Borrower's obligations under the Condominium project Constituent Documents are the (i) Declaration or any other document which creates the Condominium Project, (ii) by hws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall prompleay, when due, all dues and appassments imposed pursuant to the Constituent Documents.   |
| B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "maste or "blanket" policy on the Condominion Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the ter extended coverage," then:  |
| (i) Lender waives the provision in 'unityrm Covenant 2 for the monthly payment to Lender of one-twelfth of the year premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Unitoric Covenant 5 to maintain hazard insurance coverage on the Property is deem statisfied to the extent that the required coverage provided by the Owners Association policy.   |
| Borrower shall give Lender prompt notice of any case in required hazard insurance coverage.  |
| In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Propert whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid conder for application to the sums secured by the Security Lastrument, with any excess paid to Borrower.  |
| C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Associationaintains a public trability insurance policy acceptable in form, a mount, and extent of coverage to Lender.  |
| D. Condemnation. The proceeds of any award or claim for daniages, direct or consequential, payable to Borrower connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the commission for any conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceed thall 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 Lendo and with Lender's prior written consensither partition or subdivide the Property or consent to:  (i) The abandonment or termination of the Condominium Project, except for Candonment or termination required to aw in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or emine   |
| tomain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lende (iii) termination of professional management and assumption of self-management of the Owners Association; (iv) any action which would have the effect of rendering the public liability insural ce covarage maintained by the Owners Association unacceptable to Lender.   |
| F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leider may pay them. An immounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower and red by the Securit instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date disbursement at the Hote rate and shall be payable, with interest, upon notice from Lender, to Borrower requesting payments. |
| BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Ride   |
| $\gamma \sim \rho c \gamma$  |
| (Seal) -Borrower -Borrower   |
| SUSAN C. SAWYER (Seal) (Seal)  |
| -Borrower -Borrower  |
| (Seal) -Borrower -Borrower   |

Proberty of Cook County Clark's Office

30330376

#### BALLOON RIDER (CONDITIONAL MODIFICATION & EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this July 9 , 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 THE PRUDENTIAL HOME MORTGAGE COMPANY, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and Incusted at: 1256 W. COLUMBIA, CHICAGO, IL 60626

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 this Security Instrument, Bornower and Lender further covenant and agree as follows (despits anything to the contrary contained in the Security Instrument or the Note):

- 1. Conditional Modification and Extension of Loan Terms. At the Maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to extend the Maturity Date to Augus! A 2020 , and modify the Note Rate to the "Modified Fixed Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 4 below are met I the "Conditions! Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinence 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 lender willing to lend me the long to rapsy the Note.
- 2. Conditions to Option. If I want to exercise the Conditional Modification and Extension Option at maturity, contain conditions must be set as of the Naturity 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 into on any of the 12 scherbised 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 Modified Note Rate cannot be more than 5 percentage points above the Note Pete; and (5) I must make a written request to the Note Holder as provided in Section 5 below.
- 3. Calculating the Modified Fixed Rate. The Modified Note Rate will be a fixed rate of interest equal to the Federal National Mortory Association's required net yield for 30-year fixed rate nortgages subject to a 60-day mandatury dilivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of our percent (0.125%) ithe "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Functional Modification and Extension Option. If this required net yield is not available, the Note Folder will determine the Modified Note Rate by using comparable information.
- 4. Calculating the New Payment Amount 'rovided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage prints 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) // unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will one under the Note and Security Instrument on the Haturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Nate in equal ranchly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.
- 5. Exercising the Conditional Modification and Extension 3 ption. The Note Holder will notify me at least 90 but not more than 120 calendar days in advance of the Jaturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am impected to owe on the Maturity Date. The Note Holder also will advise me that I my exercise the Conditional Modification and Extension 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 Modification and Extension Option. If I must the conditions of Section 3 above, I may exercise the Conditional Hodification and Extension Option by notifying the Note Holder no later than 45 calendar due to the Maturity Date. The Note Holder will calculate the fixed Modified Note Rate brief upon the Federal National Mortgage Association's applicable published required not yield in affect on the data 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 complete the new interest rate (the Modified Note Rate), new monthly payment amount and a dite, time and place at which I must appear to sign any documents required to complete the required note modification 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.

DAN C. SAWYER -BORROWER

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