91403891

This instrument was prepared by: MARGARETTEN & COMPANY INC 625 NORTH CT PALATINE, IL 60067

878240850

### MORTGAGE

61200372

THIS MORTGAGE ("Security Instrument") is given on

July

31st. 1991

The mortgagor is KEVIN SHEEHAN, BACHELOR

("Borrower").

This Security Instrument is given to

MARGARETTEN & COMPANY, INC.

, and whose address is

under the laws of the Scate of New Jersey

which is organized and existing

One Ronson Road, 08830 iselin, New Jersey

("Lender").

Borrower owes Lender the principal sum of

sand, One Hundred Thirty- Four and 00/100 Dollars
This debt is evidenced by Borrower's note dated the same date as this Security One Hundred Nine Thousand, (U.S. \$ 109,134.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable 1998. This Security Instrument secures to Lender: (a) the repayment of the debt on August 1st, 1998. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all r newals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph i.o protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Sourity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following se cribed property located in

County, Illinois:

LOT 1888 IN ROLLING MEADOWS UNIT No. 12, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1956, AS DOCUMENT 16569524, IN COOK COUNTY, ILLINOIS. PIN# 02-36-315-026-0000 C/0/4

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\$18.29

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COOK COUNTY RECORDER

which has the address of

PEACOCK LANE

ROLLING MEADOWS, IL 60008 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

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.

Form 3014 9/90

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24. 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 this Security Instrument the covenants and agreements of this Security Instrument.

The following the covenants and agreements of this Security Instrument.

The following Riders are attached: Balloon Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

My Commission expires: to yab Civen under my hand and official seal, this 31st T661 laly free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared I, the Undersigned, a Notary Public in and for said county and state, do hereby certify than KEVIN SHEERAN, BACHELOR STATE OF ILLINOIS, ~X000 SOCIAL SECURITY NUMBER BOLLONGI 750/1/C0 SOCIAL SECURITY NUMBER -BOLLOMER SOCIAL SECURITY NUMBER -BOLLOWer SOUTH SECURITY NUMBER 327-40-8675 SHEEHAN-BOTTOWer KENIN

"OFFICIAL SEAL"

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MAR-1205 Fage 5 of 5 (Rev. 5/91) Replected MAR-1205 (Rev. 7/87)

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 Finds was made. The Funds are pledged as additional security for all sums secured by this Security

Instrument.

If the Funds held by Latt'e, exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, a' Lender's sole discretion.

Upon payment in full of all sums securid by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured

by this Security Instrument.

3. Application of Payments. Unless applicable any provides otherwise, all payments received by Lender under Paragraphs 1, and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph

2; third, to interest due; fourth, to principal due; and a st, to any late charges due under the Note.

4. Charges; Lieus. Borrower shall pay all taxes, assessir on s, charges, fines and impositions attributable to the Property which may affain priority over this Security Instrument, and leasehold payments or ground tents, if any, Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall projupily in o the Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly, Borrower at promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over hi, Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Leuder; (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 (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 not ject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lie... For ower shall satisfy the lien or take

one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the mounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower's ibic on Lender's approval which shall not be unfeasonally withheld. It Borrower fails to maintain coverage described above, len eer may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mort tage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Linder 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 repair 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 s abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle Wa claim Then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or 🎶 tổ pay stins séttired 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year

Replaces MAR-1205 (Rev. 7/87) MAR-1205 Page 4 of 5 (Rev. 5/91)

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Form 3014 9/90

23. Walver of Homestead. Bortower walves albright of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Security Inst. without charge to Borrowers Borrower shall pay any recordation costs. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

costs of title evidence.

incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security law provides otherwise). The notice shall specifiy: (a) the default; (b) the action required to cured the notice shall specifie a betrower, by the default must be cured; and (d) that failure to less than 30 days from the date the notice is given as betrower, by which the default must be cured; and (d) that failure to of any covenant to the Security Instrument (but not prior to acceleration under Paragraph A7 unless applicable 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM COVENANTS. Borrewell and Tender further covenant and agree as follows:

in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental professions ECHRILL NAMBER by Environmental Law and the following subganees; gasoline, kerosene, other flammable or toxic petroleum products, per petroleum product

take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances are those substances defined as toxic or hazardous substances.

that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property Law of which Borrower has actual knowledge. W Borrower is notified by any governmental or regulatory authority, Law of which Borrower has actual knowledge. W Borrower or is notified by any governmental or regulatory authority.

residential uses and to maintenance of the Property.

on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property

20. Hazardous Subatances. Bortower shall not caus : or permit the presence, use, disposal, storage, or release of any

contain any other information required by applicable law. the name and address of the new Loan Servicer and "i.e address to which payments should be made. The notice will also will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may Instrument) may be sold one or more times with at prior notice to Borrower. A sale may result in a change in the entity (known

19, Sale of Note; Change of Loan Surfer. The Note of a partial interest in the Note (together with this Security

not apply in the case of acceleration under Paragraph 17.

obilgations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the that the lien of this Security Incountry Incountry Incountry and Borrower's obligation to pay the sums secured including, but not limited to, rea conable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure (b) cures any default of at you ler covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, pays Lender all sums wit.c', it.en would be due under this Security Instrument and the Note as if no acceleration had occurred; Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law-mes of city-torify-toriferinstatement) beloke sale of the Property pursuant to any power of sale contained in this 18. Borrower shall have the right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

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 nor exercised by Lender if exercise is prohibited by federal law as of  $\delta$  . it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

be severable.

effect without the conflicting provision. To this end the provisions of this Security Instrument and the Idote are declared to with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given 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

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

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after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 and bursed 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverag required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the moreging insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage in an ance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use end tain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain portgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance witl a ly written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 snal 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrove, and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of 'ne 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borro ver 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 o 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 arrivant of such payments.

11. 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 ir interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lende, 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.

12. 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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

13. 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 ioan 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.

Property of Cook County Clerk's Office



### **BALLOON RIDER**

(Conditional Right to Refinance)

61200372

THIS BALLOON RIDER is made this 31st day of July, 1991 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 Manganetten & Company, Inc., organized and existing under the laws of the state of New Jersey,

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

3301 PEACOCK LANE ROLLING MEADOWS, IL 60008

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 Folder."

ADDITION & 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 August 1st, 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 Re" in neing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refit ance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources of 1 ind 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 or 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 in ne liately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet the 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 Federa. 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 "my 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) accrurate but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (and under 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.

9140389

MAR-7019 Page 2 of 2 (3/90)

FORM 3180 12/89

MULTISTATE BALLOON RIDER—Single Family—PANNIE MAE UNIFORM INSTRUMENT

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

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refinancing. I understand the Note Holder will charge max \$269 meastage, and expectate will charge max \$269 meastage, and expectate the Note Holder will charge max \$260 meastage, and an arrange of the Note Holder will charge max \$260 meastage, and are a second control of the Note Holder will charge max \$260 meastage of the Note Holder will charge max \$260 meastage of the Note Holder will charge max \$260 meastage of the Note Holder will charge max \$260 meastage of the Note Holder will charge the Note amount and a date, time and place at which I must appear to sign any documents required to complete the required the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days the Federal Mational Mortgage Association's applicable published required net yield in effect on the date and time of than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon conditions of Section 2 above, I may exercise the Conditional Refinancing Options by notifying the Note Holder no later representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option, II I meet the The Note Holder will provide my payment record information, together with the name, title and address of the person also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the

EXERCISING THE CONDITIONAL REFINANCING OPTION

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