91072697

This instrument was epared by: INC

THIS MORTGAGE ("Security Instrument") is given on

**MORTGAGE** 

60067

MARGARETTEN & COMPAN 625 NORTH CT. PALATINE IL

February

60105095

14th, 1991

The mortgagor is

AND JEUNGEN YU, , HIS WIFE BYUNG HO SONG,

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

a corporation which is organized and existing under the laws of address is

the State of New Jersey

, and whose

One Ronson Road

Iselin, New Janay 08830

("Lender").

Borrower owes Lender the principal sum of

One Hundred Forty- Six Thousand, and 00/100 s (U.S. \$ 146,000.00 ). This debt is evidenced by

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable 1998 1st, March . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all enewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to project the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby County, Illinois:

mortgage, grant and convey to Lender the following (les rived property located in COOK COOK 11 IN BLOCK 27 IN POPLAR HILLS UNIT 6, BEING A SUBDIVISION OF PARTS OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION

PIN #01-24-410-011-0000

\*\*and part of the southwest Quarter of Section 19, Township 42 North, Range 10, according to the plat thereof recorded August 15, 1978 as Document 24584537, in Cook County, Illinois

9107263

91072697

DEPT 01 RECORDING \$18.2 TM222 TRAN 4950 02/15/91 10:44:00 \$18.29 #3336 # 🕦 **\*-91-072697** COOK COUNTY RECORDER

which has the address of PEBBLEWOOD LN 1740

HOFFMAN ESTATES, IL

Property Address

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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

MAR-1205 (Rev. 7/87)

Form 3014 12/83

Replaces 11.-709 (Rev. 7/84) and MAR-1205 (8/86)

THET AMERICAN TITLE INSURANCE #

Occupancy Rider nebig nooffe8 the following Riders are attached: ment the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supple-

22. Waiver of Homestead. Borrower waives 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

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

AN ANAGE TO

STATE OF ILLINOIS,

My Commission expires:

SANNE HO 20NE' I, the Undersigned, a Motary Public in and for said county and force, do hereby certify that

personally known to me to be the same person(s) whose name(s) is(ate) subscribed to the foregoing instrument, appeared

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 delve ed the said instrument as his, her, their

4741

Given under my hand and official seal, this

Keri M. Fornek Motary Public, State of Illinous My Commission Expires 6/27/94 OFFICIAL SEAL"

day of

61

:OT JIAM

625 NORTH COURT, 3RD FLOOR МАВСАВЕТТЕИ & СОМРАИУ, ІИС.

PALATINE, IL 60067

**UNOFFICIAL COPY** 

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 in-

terest 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 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 excell the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower of 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 Aue, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as re-

quired 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 the sale of the Property or its acquisition of cender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unies, applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late 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 instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and instruction of the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and inte

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, at d. s. chold payments or ground rents, 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 promptly furnish to Lender all notices of amo ints 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 any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured 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 Leide'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 a cagreement 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 actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now ex sting or hereafter 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 hazards requires providing the insurance shall be chosen by Bor-

rower subject to Lender's approval which shall not be unreasonably withhe'd.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompily sive to Lender 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 supplied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is an instead. 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 Proceet, prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquirition.

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 (2) to the merger in

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

NON-UNIFORM COVENANTS. Bottom Remedies. Lender shall give notice to not prior to acceleration under paragrapus agreement in this Security Instrument (but not prior to acceleration under paragrapus agreement in this Security Instrument (but not prior required to cure the date, not less than 30 and 30 an

.71 to £1 shqaragaraq radan noisarabas 13 os £7.

incinuations, social states of the following the second state conditions are that Bottower; (a) pays Lender all states with the would be due under this Security Instrument. Those conditions are that Bottower; (a) pays Lender all states with the would be due under this Security Instrument, including, but not limited to, reasonable attorneys', see, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Proposty and Bottower's obligation to pay the sums secured by this Security Instrument aball continue unchanged. Upon reinstatement by Bottower, city Security Instrument and the obligations accured by this Security Instrument and the obligations accured the continue unchanged. Upon reinstatement by Bottower, city Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred. However, this (igh, to reinstate shall not apply in the sase of secoleration under natageaphs 13 or 13. 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Hartument discontinued at any time prior to the earlier of: (a) 5 days (or such of) er 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; or (b) entry of a judgment enforcing this Security Instrument; or (b) entry of a judgment enforcement.

further notice or demand on Borrower.

fails to pay these sums prior to the expiration of this period, Lender may invoke any ret sedies permitted by this Security Instrument without days from the date the notice is delivered or mailed within which Borrower must per all sums secured by this Security Instrument. If Borrower If Lender exercises this option, Lender shall give Borrower notice of accereranon. The notice shall provide a period of not less than 30

consent, Lender may, at its option, require immediate payment in full of an arms secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law at o the date of this Security Instrument.

transferred (or if a beneficial interest in Borrower is sold or transferred and lorrower is not a natural person) without Lender's prior written 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower If all or any part of the Property or any interest in it is sold or

mail unless applicable law requires us sorrower projuce to a notice shall be directed to the Property Address or any other address as applicable law requires use of anotler rethod. The notice shall be directed to the Property Address or any other address stated herein or any other provisions of this Security Instrument or the Mote conflicts with applicable law, such conflict other provisions of this Security Instrument or the Mote and the provisions of this Security Instrument or the Mote and of this Security Instrument.

Is, Bostower's Copy, Bostower shall be siven one conformed coav of the Mote and of this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class shall take the steps specified in the second becauseh of paragraph 12

Note or this Security Instrument unenforce of a 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 temedies permitted by paragraph 19. If Lender exercises this option, Lender partial prepayment without any prepayment charge under the Note.

13. Legialation Affecting Lender's 1 Lints. If enactment or expiration of applicable laws has the effect of rendering any provision of the

the principal owed under the Mote of o, making a direct payment to Bortower. If a refund reduces principal, the reduction will be treated as a collected from Borrower which a ceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing tyen: (8) sud ancy loss charts and i be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already finally interpreted so that the invest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits,

13. Loan Charges, 11, no loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is without that Borrower's consent. reason or any demand made by the original borrower or borrower's successors in interest. Any lotoestance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

It. Successors and Assigns Bound; Joint and Several Lebihity Coasigns. The covenants and agreements of this Security Instrument and any benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements and loes not execute the Mote: (a) is cosigning 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 10? secondary only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument 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 Mote without that Borrower's consent.

reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right

esson in interest or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Security instrument by liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any sucof the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization

whether or not then due. in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

X

### BALLOON RIDER

60105095

(Conditional Right to Refinance)

THIS BALLOON RIDER is made this 14th day of February, 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:

1740 PEBBLEWOOD LN HOFFMAN ESTATES, IL 60195

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

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

#### 1. CONDITIONAL RICHT 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 Majurity Date of Manch 1st, 2021, and with an interest rate equal to the "New Note Rate" determined a accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refine nee or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or fit d a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

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

#### 3. CALCULATING THE NEW NOTE RATE

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

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

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

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MAR-7019 Page 2 of 2 (3/90) MULTISTATE BALLOON RIDER—Single Family—FANNIE MAE UNIFORM INSTRUMENT

FORM 3180 12/89

The state of the s	
	COUNTY C/O
PENNEEN AND SOME BANNE HE SOME AND SOME BANNE BA	

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

refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating 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 National 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 Mote Holder no later representing the Note Holder that I must notify in order to exercise the Conditional Relinancing Option. If 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

the title insurance policy, if any.

X

#### **OCCUPANCY RIDER**

60105095

THIS OCCUPANCY RIDER is made this day of February, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARETTEN & COMPANY, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 60195

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Load") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinarcing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval, is duding but not limited to the amount of the required down payment, could be materially different if I were to reside els mere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reason to period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereater. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secon lary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragraph 19 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and/or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from [H].MC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be rully enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the Levils and provisions contained in this Occupancy Rider.

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Property of Cook County Clark's Office