RECORD AND RETURN ID:
SEARS MORIGAGE CORPORATION
300 KNIGHTSBRIDGE PARKWAY
SUITE 350
LINCOLNSHIRE, IL 60069

91098482

DEFT-01 RECORDING

117.00

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COOR COUNTY RECORDER

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**MORTGAGE** 

LENDER'S | 09-58-29934

THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is RONALD DACHMAN AND DEBORAH MEGSON, HUSBAND AND WIFE

FEBRUARY 28 , 19 91

("Borrower"). This Security Instrument is given to

SEARS MORTGAGE CORPORATION which is organized and existing uncer the laws of the STATE OF OHIO address is 2500 LAKE COOK ROAD, RIVERWOODS, ILLINOIS 60015

, and whose

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED MINETY-SIX THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS-----

Dollars (U.S. \$ 196,800.00-------) This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for mon'nly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2001. This Scrapity Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

K

County, Illinois:

LOT 12 IN BLOCK 5 OF LEXINGTON VILLAGE. UNIT ONE. A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22. A'C PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 HORTH, MANCE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE PECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON DECEMBER 15, 1977 AS DOCUMENT 10, 24238569;

PIN: 07-22-409-042

91098482

which has the address of 300 E. BEECH DRIVE. SCHAUMBURG
Illinois 60193-2906 [ZIP Code], ("Property Address");

[Street, City]

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

BORROWER COVENANTS that Borrower is lawfully selsed 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 - FHMA/FHLMC UNIFORM INSTRUMENT

Page 1 of d

VMP MORTGAGE FORMS = (313)793-8100 = (800)521-7291 XC1800D Amended - 9/

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and tensorable estimates of future agreem 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 and the purpose for which each debit to the Funds was made. The Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the Ger ow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to inal, up the deficiency in one or more payments as required by Lender.

Upon payment in the fundal sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It was a fundamental payment of the Fundamental payments 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 Payman's. Unless applicable law provides The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

application as a credit against the sums secured by this Security Instrument.

3. Application of Paymants. Unless 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 last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, these 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 obligations in the runner 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 amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

S. Hazard Insurance. Borrower shall keep the improvements some or hazard insurance.

5. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Boriciner shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender all 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 leasible and Lender's security is not lessened. If the restoration or repair is not economically leasible 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 face's paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has 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 Socially period will begin when the notice is given.

Unless Lender and Borrower otherwise acres to making the proceeds.

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

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights are the property and Lender's rights. regulations), then Lender may do and pay for whatever is necessary to project 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 requestion payment.

requesting payment.



Property of Coot County Clerk's Office



'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 puld to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the dua take of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amountation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's built not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be rejuited to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modily amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Sorrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or precious the exercise of any right or remedy.

11. Successors and Assign, 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 Instrumint; 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 consent.

12. Loan Charges. If the loan secured by this Scenity 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 limit; 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 name choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a clund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of rendering

any provision of the Note or this Security Instrument unenforces of according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stree specified in the second paragraph of paragraph

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender A ty 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 'cderal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Secu. 17; Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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



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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 further 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 or 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, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period 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 rents collected by Lender or the receiver shall be applied first to payment of the costs of manage neilt 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 the sums secured by this Security Instrument.

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

22. Walvers of Firm estead. 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 Security Instrument, the commants 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. [Check applicable box (m)]

Instrument. [Check applicable boy (195)]		,	,	,
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BY SIGNING BELOW, Borrower accepts and in any rider(s) executed by Borrower and r	ecorded with	ill.	named in this Security i	nstrument
Witnesses:		Vienul Jul		(Scal)
		MONALD DACHMAN	0,	·Borrower
		DEBORAH MEGSON	<u> </u>	(Scal) Borrower
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STATE OF ILLINOIS,	714 71112 (21110	County ss: (	Jook	
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that I. Keethy Mathias.	The Vices	Notary Public in and for said		
subscribed to the foregoing instrument appeared	d before me th	rsonally known to me to be his day in person, and acknow	rledged that -flage.	he signed
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(1)		Notary Public		) (2
This instrument was prepared by: MAK! PEE!		E" OFFICIAL	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Ĭ,
LINCOLNSHIRE, IL 60069		S KATHY MAT	SEAL " }	153848
		MY COMMISSION EX	E OF ILLINUISS (P: 11/8/94 }	7

Property of County Clerk's Office

LENDER'S # 09-58-29934

# 10-YEAR BALLOON RIDER

(Conditional Modification & Extension of Loan Terms)

THIS 10-YEAR BALLOON RIDER (the "Rider") is made this 281H day of FEBRUARY, 1991 and in 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" or "I") to secure the Borrower's Balloon Note (the "Note") to SEARS MORIGAGE CORPORATION, AN ONIO CORPORATION (the "Londor") of the same date and

covering the property described in the Security Instrument and located at:

300 E. BEECH DRIVE.

SCHAUMBURG, ILLINOIS 60193-2906

Property Address

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date", I understand the Londor may transfer the Note, Security Instrument and this Rider. The Londor 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 Note and the Security Instrument, the 'sor ower and the Lender further covenant and agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

## 1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Maturity Date") I will have the option to extend the Maturity Date O Jours and modify the Note Rate to a market level adjustable rate as determined in accordance with Section 3 below, if all the conditions provided in Section 2 below are met (the "Conditional Modification and Extension Option"). I understand the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date. if those conditions are not met; and that in such event I will have to repay the Note from my own resources or ind a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONAL REQUIREMENTS

If I want to exercise the Conditional Medication and Extension Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and CANNOT have been more than 30 days late on any of the 12 scheduled payments immediately preceding the Maturity Date; (3) no lien against the Property (exceptive taxes and special assessments not yet due and payable) other than the Security Instrument may exist; (4) to Initial Modified Note Rate, as defined and calculated in Section 3 below, cannot be more than five percert (3%) above the Note Rate; (5) I must make a written request to the Note Holder as provided in Section 5 Jolow; (6) I must pay to the Note Holder a non-refundable extension processing foe equal to one-quarter of one percentage point (0.25%) of the outstanding principal balance us of the Maturity Date, unless prohibited by applie de law; and (7) I must execute a modification agreement to extend the Maturity Date and establish the Initive Modified Note Rate.

### 3. CALCULATING THE INITIAL MODIFIED NOTE RATE

The Initial Medified Note Rate will be a rate of interest equal to the postor Sours Mortgage Securities Corporation required not yield for a One Year Treasury Adjustable Rate Mortgage with a maturity of 30 years for a 60 day mandatory delivery, plus one half of one percentage point (0.500%), rounded lown to the nearest one-eighth of one percentage point (0.125%) (the "Initial Modified Note Rate"). The require, not yield shall be the applicable published not yield in effect on the date that I notify the Note Holder in writing of my election to exercise the Conditional Modification and Extension Option. If this required not yield can is no determined because Sears Mortgage Securities Corporation does not have a posted not yield for a One Year Treasury Adjustable Rate Mortgage with a maturity of 30 years, the Note Holder will determine the interest rate by using comparable information.

I understand that the Initial Medified Note Rate may change on each one year anniversary of the date the modification is executed. The Modified Note Rate will be based on an Index and calculated by adding the then current Margin to the Current Index and rounding the sum to the nearest one eighth of one percent (0.125%). The "Index" will be the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available, as of the date 45 days before each anniversary of the modification, will be called the "Current Index". The "Margin" will be the number of percentage points that will be added to the Index to calculate the interest rate at each adjustment. The margin that will apply to your loan, in the event you elect to exercise the extension, will be disclosed to you within 60 days of the maturity date, in the Notice of Extension Option.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Initial Modified Note Rate as calculated in Section 3 above is not greater than five percent (5%) above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will Page 1 of 2 XC5323DAAA/SMU 714 11/89 Version LOCM)

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determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest I will owe on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over 30 years at the Initial Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the first adjustment of the Modified Note Rate pursuant to the Modification Agreement to be executed at the time the Conditional Modification and Extension Option is exercised.

## 5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal and unpaid interest due on the Maturity Date. The Note Holder will also provide me with a description of the historical performance of the Index and inform me of the maximum interest rate and payment which may be due under the Modified Note Rate. The Note Holder also will advise me that I may 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. I I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will exclude the Initial Modified Note Rate in accordance with Section 3 above. I will then have 30 calendar days 15 provide the Note Holder with acceptable proof of my required ownership, occupancy and property lies state. Before the Maturity Date the Note Holder will advise me of the new interest rate (the Initial Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents. So I'm to complete the required note modification and Maturity Date extension.

BY SIGNING BELOW, Las the Borrower, accept and agree to the terms and covenants contained in this 10-Year Balloon Rider.

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	Merrell opelina	(Sen1)
(Witness)	RONAL D. DACHMAN	Borrower
	Solman Misser	(Sea)
(Witness)	DEBORAH MEGSON	Borrower
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