RETURN RECORDED DOCUMENT NOFFICIAL COPY

LOAN AMERICA FINANCIAL CORP.

8100 OAK LANE

MIAMI LAKES, FL 33016 LOAN NO:

£0-501625-8

31106360

LOAN AMERICA

("Lender").

, which is organized and existing

and whose address is 8100 OAK LANE, MIAMI



MORTGAGE

THIS MORTGAGE("Security Instrument") is given on MAHENDRA D. SHAH AND BHARATI M. SHAH, HIS WIFE 19 91 .The mortgagor is

FINANCIAL COPPORATION, under the laws of the slate of FLORIDA

LAKES, FL 33%16 Borrower owes Lender the practipal sum of

ONE HUNDRED THOUSAND FIVE HUNDRED AND

("Barrower"). The Security Instrument is given to

NO/100

9

100, 500.00 ). This debt is evidenced by Borrower's Dollars (U.S. \$ Note dated the same date as this S curity Instrument ("Note"), which provides for monthly payments, with the full debt. if not paid earlier, due and payable on . This Security Instrument secures to Lender: APRIL 1ST, 1996 the payment of all other sums, with interest, expanded under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's cover ants and apreaments under this Security Instrument; and (c) the performance of Borrower's cover ants 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 COOK County, Illinois:

> THE WEST 1/2 OF LOT 17 IN WEST OAKS SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION IN SECTION 15, TOWNSHIP 4 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DEFT-G1 7-1111 7-3056 COUF

PERM TAX NO. 09-15-218-074

91106960

which has the address of

9038 HOLLYBERRY

DES PLAINES

[City]

111 1056 † A \*-91-COUK COUNTY REFURDER

Illinois

60016

("Property Address");

[Street]

[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FAM AFHLIC UNIFORM INSTRUMENT

Form 3014 12/83

50-501625-8

MFCD9006-07/89

## UNIFORM COVENANTS.

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 of the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unles a 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 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 I eld by Lender is not sufficient to pay the escrow Items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in furth all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any Funds held by Lender H 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 by Lender, any Funds held by Lender at the time of application as a credit again the sums secured by this Security Instrument.

3. Application of Payments. Univer applicable law provides otherwise, till 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, lines and impositions attributable to the Property which may attain priority over the Security Instrument, and leasehold 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 ower payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower inclose 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 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 ilen. 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 ar ating 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 in 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, Soriover shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower snell 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 them due, with any except a maid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the injurance 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 regiod will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leasthoids. 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 Elorrower 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 (auch 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 attorney's 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 Lander 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.

### UNOFFICIAL COPY of

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

secured by this Security Instrument. However, this option shall not be exercised by Lender is exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums latures for it selected (of it a beneficial interest in Bottower is sold or transferred and Burnwer is not a natural

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

Note are declared to be severable.

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

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Sections from Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of in's Security Instrument or the

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the in this paragraph.

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

ostagrapn 17. 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 (2), take the steps specified in the second paragraph of

rendering any provision of the Note or this Security Instrument un enforceable according to its terms, Lender, at its option, 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the i lote. under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Botrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted (inits, then: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that he interest or other loan charges collected or to be collected in 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

Borrower's consent. modily, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that the sums secuted by this Secutity instructions; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property inder the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute 1/16 1/101e: (a) is co-signing this Security Instrument only to mortgage, grant, and convey of paragraph 17. Borrower's cove irnts and agreements shall be joint and several. Any Borrower who co-signs this Security Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions

shall not be a walver of or rectude the exercise of any right or remedy.

11. Successors and masigna Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this by the original Borrow or Borrower's successors in interest. Any forebearance by Lender in exercising any right or remedy payment or otherwise footly amortization of the sums secured by this Security Instrument by reason of any demand made Lander shall not be equired to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of a nortization of the sums secured by this Security instrument granted by Lender to any successor in

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or Assistance the date of the monthly payments referred to in paragraphs f and S or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately unless Bottower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property,

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument,

This instrument was prepared by:

23.3 SUTTERFIELD ROAD, SUITE 180 OAK BROOK, DLINOKE 160521

Attn: Carol Frey

### **UNOFFICIAL COPY**

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 Sefault; (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 reanage 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 management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 21. Release. Open 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. Weiver of Hon wood. 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 preparate and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants carl agreements of this Security Instrument at the rider(s) were a part of this Security Instrument. [Check applicable bo://oa)]

. г	Adjustable Rate Riour	Condominium Rider	2-4 Family Rider
	Graduated Payment Rider	☐ Planned Unit Development Rid	<u>.</u>
<u></u>		Tizinied dini bevelopineni Nio	•
XX	Other(s) [specify] BALL	oor rider	
BY SIGNING Instrument and I	3 BELOW, Borrower accepts a in any rider(s) executed by Bo	and agrees to the terms and correnants rrower and recorded with it.	contained in this Security
MAHENDRA D.	dra D. Shah	-Borrower SATI M. SHAR	M. L. Seel -Borrower
		C)	
	Alex and avademed	a Martine Buke	tin and for said county and state,
1,	the undersigned	, a Nothy Fuel	the area for said county and state,
do hereby certify that MAHENDRA D. SHAH and BHARATI M. SHAH, HIS WIFE			
	, person	ally known to me to be the same person	on(s) whose tame(s) ARE
subscribed to	o the foregoing instrument, ap	peared before me this day in person, a	ind acknowleared that The Y
signed and d	lelivered the said instrument as	THEIR free and voluntary act	, for the uses and ourposes therein
set forth.			
Given (	under my hand and official se	al, this 1ST / day of MARCH	, 19 91 .
My Commiss	sion expires:		2
<u>ఫ</u>		JAM SFEICH	ALSEAL Persera
<b>ن</b>		- Lynnold	y Manyers 💙

Notary Public, State of Illinois
My Commission Expires 10/28/93

# UNOFEACE PARIED PY 6 0

THIS BALLOON RIDER is made this 1ST day of MARCH , 19 91 , 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 LOAN AMERICA FINANCIAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9038 HOLLYBERRY, DES PLAINES, IL 60016
[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 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 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 rine will mature of APRIL 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 "Conditione"; Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find. The note willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Relinancing 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 monthly payments immed nelly 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 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 actual to the Federal 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 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 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) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Malurity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note it the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

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

(Sign Original Only)

31106360