CHASE HOME MORTGAGE CORPORATION
4915 INDEPENDENCE PARKWAY
TAMPA, FLORIDA 33634-7540

ATTN: POST CLOSING

91170617

	DEPT-01 RECORDING #18.2
-	
	715555 TRAN 8280 04/15/91 15:09:00
•	\$9928 ₹ E *-91-170617
	COOK COUNTY RECORDER
	COUR GOODEL RECORDER

[Space Above This Line For Recording Data] _

#4114183

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 12TH

19 91. The mortgapor is ELLEN H. WINICK, SYNTHENEWER MARRIED.

DIVORCED AND NOT SINCE REMARRIED.

("Borrower"). This Secreity Instrument is given to CHASE HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE 4915 INDEPENDENCE PAICY WAY, TAMPA, FLORIDA 33634-7540

, and whose address is

("Lender").

Borrower owes Lender the principals am of NINETY FOUR THOUSAND FIVE HUNDRED AND NO / 100

Dollars CJ.S.S 94,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrumer. (Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 1198 . This Security Instrument secures to Lender: (a) the repayment of the dear 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 Borrover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortal ge, grant and convey to Lender the following described property

located in COOK

County, Illinois: COMMON NED IN EST 1/4

UNIT 705-3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 705-707 WEST BARRY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22171735, IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NUMBER 14-28-107-071-1003

MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. 3-P AS A LIMITED COMMON ELEMENT AS SET FOR AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM, HILL

which has the address of

705 WEST BARRY UNIT#3

CHICAGO

Illinois

60657 (Zip Code) ("Property Address");

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.

1839

TARREST.

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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 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

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 held 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 full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender II 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 against the syms secured by this Security Instrument.

3. Application of Paymer 12. 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 pregraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower nall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these 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 amounts to be paid under this paragraph. If Borrower indices 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 lien. Borrower shall satisfy the lien or take ore or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall keep the improvements now existing or hereafter erected on the Property 5. Hazard Insurance. 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 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, Eurower shall promptly give 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 applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower 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 Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable 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 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.

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UNOFFICIAL GORY 7

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 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, 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 Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due to e of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

10. Borrov a Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortication of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclyde the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants for agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

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

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument uneracceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Significant Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Industrient 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. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designate; by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or I ender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by fed and 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 Security Instrument.

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

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays 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 reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORM COVEMAN S. Ro rower and I edge f rines cavenant articles eas follows: 7

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 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. 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. We'ver of Homestead. Borrower waives all rights of homestead exemption in the Property.

23. Piger, to this Security Instruments Security Instrument, the covenants and supplement the covenants and agreements Instrument. [Check explicable box(es)]	nent. If one or me agreements of each of this Security	ore riders are executed by Bo ch such rider shall be incorp Instrument as if the rider	porated into and shall amend and (s) were a part of this Security
Adjustable Rese Rider	X Condominiu	m Rider	1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit	Development Rider	
X Other(s) [specify] LALLOON	RIDER		
BY SIGNING BELOW, Borrow's ac Instrument and in any rider(s) executed by B	cepts and agrees crower and record	led with it.	~ .
	1 0- y	/ Fellen H Us	(Seal)
		LLEN H. WINICK	Borrower
	τ_{C}		(Seal)
),	—Borrower
		Una	
			(Seal)
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		4/2	(Seal)
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			3.
[Sp	eace Below This Line Fo	or Acknowledgment] —————	
STATE OF ILLINOIS,		County ss:	OCK
1. The Undersigned		, a Notary Public	in and for said county and state,
do hereby certify that ELLEN H. WINICK	, SINGLE NEVE	R MARRIED	
	, personally kno	own to me to be the same per	son(s) whose name(s) IS
subscribed to the foregoing instrument, appear	red before me this o	lay in person, and acknowled	iged that SHE
signed and delivered the said instrument as	HER	free and voluntary act, fe	or the uses and purposes therein
set forth.			
Given under my hand and official seal, t	his 12th	day of APRIL	, 19 91. /
My Commission expires:OFHL. SEAL'' Kelly A. Sharo	Illinois	Killy	A Strain
My Commission Expres 1	2/13/93 }	Notary	Public /

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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 CHASE HOME MORTGAGE CORPORATION, A DELAWARE CORPORATION (the "Lender of the same date and covering the Property described in the Security Instrument and located at: 705 WEST BARRY UNIT#3, CHICAGO, ILLINOIS 60657 [Property Address]	the
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: WEST BARRY CONDOMINIUM [Name of Condominium Project] (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (1 "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property al includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.	
Condominium Covenants. In addition to the covenants and agreements made in the Security Instrument Borrower and Lodor further covenant and agree as follows: A. Cord or interm Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project; (i) ply-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall perform all of Borrower's obligations under the Condominium Project; (ii) ply-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shappromptly pay, when two, all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Induspress. So long as the Owners Association maintains, with a generally accepted insurance carrier, "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance overage in the amounts, for its periods, and against the hazards Lender requires, including fire and hazards include within the term "extended coverage," then: (i) Lender waives use provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth the yearly premium installments for hazer insurance on the Property; and (ii) Borrower's obligation ander Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required overage is provided by the Owners Association policy. Borrower shall give Lender prompt natice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elenents, any proceeds payable to Borrower are herebus saigned and shall be paid to Lender for application to the sums secured by "se Security Instrument, with any excess paying to Borrower for Property, whether to the unit or to common elenents, or "or say content for many part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnatio	important according to the state of the stat
(Seal) -Borrower	

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

	THIS	BALLOON	RIDER	is	made	this	12TH	<u> </u>	day o	f A	PRIL		_, 19	91,
and	is i	ncorporate	ed into	and	shal.	l be	deemed	to	amend	and	supple	ment	the	Loan
Secu	rity	Agreement	(the	"Sec	urity	Inst	rument")	οf	the	same	date	given	þy	the
unde	rsign	ed (the "I	Borrower	") t	o secu	re th	e Borrov	er's	Note	_د				
CHASE	HOME N	ORTGAGE COR	PORATION,	A DEI	AWARE C	ORPORA	TION_	(the	e "Lenc	ler")	of the	same	date	and
cove	ring	the prope	rty in	the	Securi	ity I	nstrumen	t ar	id loca	ated	at:			

705 WEST BARRY UNIT#3, CHICAGO, ILLINOIS 60657

[Property Address]

The intreest 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 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 Wrte is called the "Note Holder."

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

CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Intrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new maturity date of MAY 1, 2021 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Nore Holder is under no obligation to refinance the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are (1) I must still be the owner and occupant of the property (or co-operative apartment) 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 immediately preceding the Maturity Date; (3) no ligr against the Property, or in the case of a co-operative apartment, the collateral related to 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

91170617

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-day fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (.50%) on real property loans or sixty-five one hundredths of one percentage point (0.65%) on co-operative apartment loans, 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 If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

COpyright - 1990 - CHASE HOME MORTGAGE CORPORATION - PD - C-1550 CLOSING DOCUMENT

7/23

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4. CALCULATING THE NEW PAYMENT AMOUNT

provided the New Note Rate as calculated in Section 3 above is not greater than five (5) percencage 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 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.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sum's 7 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 bove 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 Refinancing Option. If I mean 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 rev interest rate (the New Note Rate), new monthly payment amount and the date by which I must appear to sign any documents required to complete the required refinancing - I understand the Note Holder will charge me a \$250 processing fee, plus a document reparation fee (if permitted in your state) and normal closing costs due third parties, including filing fees and title insurance or Uniform Commercial Code search costs. (The processing fee is due at the time you request the new loan.)

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Selent Minis	
V CONTRO VOLVIX DE ISEAL	[ر
ELLEN H. WINICK -Borrowe:	r
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(Sign Original Only)

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