

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORPORATION

8100 OAK LANE  
MIAMI LAKES, FL 33016  
LOAN NUMBER: 50-503361-8

91278075

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 3RD, 1991  
The mortgagor is WILLIAM R. KLOSS AND CHERI L. KLOSS, HIS WIFE

LOAN AMERICA FINANCIAL CORPORATION  
which is organized and existing under the laws of FLORIDA  
8100 OAK LANE, MIAMI LAKES, FL 33016

("Borrower"). This Security instrument is given to  
. and whose address is

("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SEVEN THOUSAND SIX HUNDRED AND NO/100  
Dollars (U.S. \$ 107,600.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on  
JULY 1ST, 1998. This Security instrument secures to Lender: (a) the repayment of the debt evidenced  
by the Note, with interest, and all renewals, extensions and modifications of the Note; (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

COOK County, Illinois

LOT 23 AND THE SOUTH 1 FOOT OF LOT 22 IN BLOCK 3 IN ELSWORTH, A  
SUBDIVISION OF PART OF CHICAGO HEIGHTS, IN THE WEST 1/2 OF THE  
SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 12-25-401-044

which has the address of 7500 SCHUBERT AVE.  
[Street]

Illinois 60635 [Zip Code] ("Property Address"):

912-8075, ELMWOOD PARK  
[City]

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 18761 (9103)  
MFIL3112-04/91

Form 3014 9-90 (page 1 of 6 pages)  
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5. Hazard or Property Insurance. For which Landlord occupies insurance. This insurance shall be maintained in the amounts and types of insurance specified below, included within the term extended coverage and any other hazards, including

shall satisfy the lessor one of each one of the actions set forth above within 10 days of the giving of notice.

which may affect this security instrument. Landlord may give Borrower a notice terminating his tenancy if he fails to pay his obligations to the lessor to this security instrument if Landlord fails to pay any part of the property tax or other taxes due to the lessor or to any other person or entity holding title to the lessor to a lessor than Borrower prevents the conveyance of the lessor to the lessor in legal proceedings which in the lessor's opinion affect the lessor by, or because of the lessor's failure to pay his taxes in a manner acceptable to Landlord; (b) contains in good faith in writing to the payee or the payee's assignee any claim which has priority over this security instrument unless otherwise; (c) creates

Borrower shall pay the payee of the payee's assignee any claim which has priority over this security instrument unless otherwise evidenced by the payee.

under this paragraph. If Borrower makes payment promptly upon such payment to Landlord receives the same directly to the person or entity provided in paragraph 2, or if no paid in full manner, Borrower shall pay him on shall pay the base obligation in paragraph 2, or if no paid in full manner, Borrower shall pay him on property which may affect this security instrument and leasehold payments or ground rents if any. Borrower

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the paragraphs 2; third, to interests due; fourth, to any preparatory charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied; first, to any preparatory charges due under the Note; second, to amounts payable under

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Landlord under

accrued by this security instrument or the principal amount of funds held by Landlord as a credit against the sums due from the property, shall apply any funds held by Landlord at the time of acquisition of the same as a credit against the sums held by Landlord. If, under paragraph 2, Landlord shall accrue by this security or sell the property, prior to the acquisition or

Upon payment in full of all sums accrued by this security instrument, Landlord shall promptly refund to Borrower any deficiency in no more than twelve months, at Landlord's sole discretion.

such case Borrower shall pay to Landlord the amount necessary to make up the deficiency.

Landlord at any time is not sufficient to pay the Escrow items when due, Landlord may so notify Borrower in writing, and, in Borrower for the excess funds in accordance with the requirements of applicable law; if the funds held by

If the funds held by Landlord exceed the amounts permitted, it is held by applicable law, Landlord shall account to

accrued by this security instrument.

and the purpose for which each debt is to the funds was used. The funds are pledged as additional security for all sums Landlord shall give to Borrower, without charge, an annual account of the funds, showing credits and debits to the funds or earnings on the funds. Borrower and Landlord may apply Borrower any interest accruing on the funds, or fees or charges payable to the funds in connection with this loan, unless applicable law permits otherwise, to be paid, Landlord shall not be required to pay Borrower any interest accruing on the funds, or fees or charges payable to the funds, or fees or charges payable to a charge. However, Landlord may apply funds to pay a non-accrued charge for an undeposited real account, or verifying the Escrow items, unless funds deposited on the funds and applicable law permits the Escrow items to make up such a charge. Landlord may hold and apply funds, unusually stabilizing the funds to pay (including Landlord, if Landlord is such an individual) or in any Federal Home Loan Bank, Landlord shall apply the funds to pay the funds held in an individual account by a federal agency, instrumentality, or entity

The funds shall be held in an individual account by a federal agency, instrumentality, or entity

receivable accounts of expenditures of future Escrow items or otherwise payable law.

amount not to exceed the lesser amount Landlord may estimate the amount of funds due on the basis of current debts and another law that applies to the funds as a lesser amount if so. Landlord may, at any time, collect and hold funds in an Escrow Settlement Procedures Act of 1974 as amended from time to time, U.S.C. § 2601 et seq. ("RESPA"), unless amount a Landlord for a legally recognized mortgage loan may require for Borrower's escrow account under the federal Residential items are called "Escrow items." Landlord may, at any time, collect and hold funds in an amount not to exceed the maximum insurance premiums. These Landlord, in addition, with the privilege of holding funds, if any, to pay the premium of mortgage insurance. If any sums payable to insurance premiums, if any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to amounts of a round sum on the property, if any; (c) yearly hazard of property insurance premiums; (d) yearly flood premiums and assessments which may affect this security instrument covering real property.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Landlord, Borrower shall pay

principals of and interests on the debt evidenced by the Note and any prepayment of principal insurance real property.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Landlord covenant and agree as follows:

THIS SECURITY INSTRUMENT covers all interests in security instrument covering real property.

limited warranties by jurisdiction to constitute a uniform security instrument covering real property.

Borrower grants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

insurement All of the foregoing is recited to in this security instrument as the "Property."

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security

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

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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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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 24 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree in other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

**9. Inspection.** Lender or its agent may make seasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

ITEM 107613 (9:00)

Form 3014 9/90 (page 3 of 6 pages)

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תל-אביב: הוצאת אוניברסיטת תל-אביב, 1982. פקס 03-600-009. ס. 03-600-009. פקס 03-600-009.

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STEN 18794 (913)

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have cancellation of this Security Instrument if any title holder to the certificate of title to the property as

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 rights Secured by this instrument if Borrower fails to pay these sums prior to the expiration of this period.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower, or if all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred (or if it is beneficially interests in Borrower is sold or transferred and Borrower is not a natural person) without Landor's prior written consent, Landor may, at its option, require immediate payment in full of all sums accrued by Landor's Security Instrument, plus option shall not be exercised by Landor if corrective is prohibited by local law as of the date of this Security Instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law, and the law of the state in which the Property is located. In the event that any provision of this Security Instrument is held to be contrary to the laws of any jurisdiction in which it is located, such provision shall be severed from the rest of this Security Instrument and the remaining provisions will remain in full force and effect.

13. Notes. Any notice to Bowmanet provided later in this document may supersede or amend any notice previously given by electronic delivery or by telephone.

13. **Loan Charges.** If the loan accrued by this Society in its business is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or part of the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan that shall be reduced by the amount necessary to reduce within the loan accrued the permitted limits, and (b) any sums already collected under this loan which exceed the amount necessary to reduce the charge to the permitted limit and (c) any sums already collected under this loan which exceed the amount necessary to reduce the charge to the permitted limit.

12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The co-signers and signatories of this Security instrument shall bind and be: for the successors and assigns of Landlord and Borrower, jointly and severally liable for all payments of principal and interest and all other amounts due under this Security instrument.

Upon receipt of the above notice of the monthly payments received in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payment due by the Borrower or the date of the final payment due by the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conditions outlined in Article 12 have not been met, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to any other purpose for which it was intended.

are often due to the presence of a large number of small particles.

In the event of a total take-over by Property, the proceeds shall be applied to the sums secured by this instrument, which the first market value of the property amadeable by before the take-over is equal to or greater than the amount of the sums secured by this Security instrument plus the amounts paid to the owner of the property in proportion to the amounts received by the seller of the property from the sale of the property.

any condensation or other sticking of any part of the property, or for concreteness in case of condemnation, etc (etc).

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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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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.

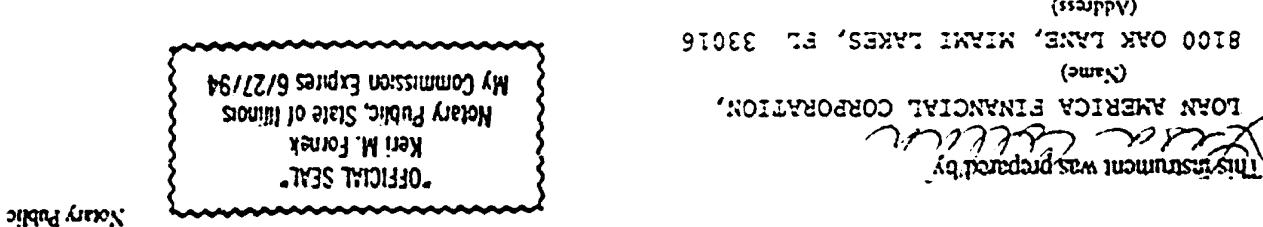
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 3014-9/90 (Page 6 of 6 pages)  
FAX 516-231-1111  
MAIL 350-350-3503  
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ITEM 18766 (9100)



Notary Public

8100 OAK LAKE, MIAMI LAKES, IL 33016  
(Name) (Address)

LOAN AMERICA FINANCIAL CORPORATION,

*This instrument was prepared by*  
*Kelli M. Fornax*

My Commission expires:

Given under my hand and official seal, this

3RD

day of JUNE

1992

forth.

and delivered the said instrument to **Cheri L. Kloss**

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

personally known to me to be the same person(s) whose name(s) are

do hereby certify that **WILLIAM R. KLLOSS AND CHERI L. KLLOSS, HIS WIFE**

a Notary Public in and for said county and state,

County ss: *William R. Klloss*

STATE OF ILLINOIS.

Social Security Number \_\_\_\_\_

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

Social Security Number **326-33-9915** \_\_\_\_\_

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

Social Security Number **326-44-5532** \_\_\_\_\_

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

Witness:

Witness:

Security instrument and in any rider(s) attached by Borrower and recorded with it  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

Other(s) [specify]

Balloon Rider

Biweekly Payment Rider

Race Improvement Rider

Second Home Rider

Planned Unit Development Rider

Grandchild Payment Rider

Conditional Rider

i- Family Rider

Instrument [Check applicable box(es)]

2. Riders to this Security instrument. If one or more riders are created by Borrower and recorded together with this Security instrument, the covenants 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. If this Security instrument, the covenants 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.

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## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 3RD day of JUNE, 1991.  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt:  
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note  
to LOAN AMERICA FINANCIAL CORPORATION (the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:

7500 SCHUBERT AVE., ELMWOOD PARK, IL 60635  
[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 a new Maturity Date of JULY 1ST, 2021, and with an interest rate equal to  
the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below  
are met (the "Conditional 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 a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity  
Date. These conditions are: (1) I must still 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 immediately 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 equal 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 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 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 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 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 Associa-  
tion'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.

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

William R. Kloss  
WILLIAM R. KLOSS

(Seal)  
Borrower

Cheri L. Kloss  
CHERI L. KLOSS

(Seal)  
Borrower

{Sign Original Only}

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