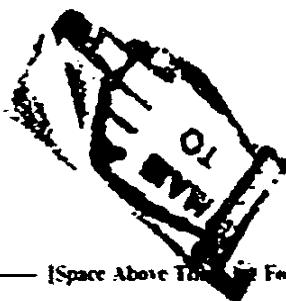


RECORD AND RETURN TO:  
THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
10000 SKOKIE BOULEVARD  
SKOKIE, ILLINOIS 60077  
ATTENTION: EMMA GUILTY

UNOFFICIAL COPY

91247091

01287699



[Space Above This Line For Recording Data]

SEPT-01 RECORDING \$18.29  
T47777 TRAN.0893 06/14/91 11:11:00  
\$1800.00 G \*-91-287699  
COOK COUNTY RECORDER

THE TERMS OF THIS LOAN MORTGAGE 284864-3  
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on MAY 31, 1991  
VITO MEGLIO AND . The mortgagor is  
CATHY BETH MEGLIO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and existing under the laws of UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM

NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100

Dollars (U.S. \$ 125,000.00).

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 ~~JUNE 1, 1998~~ JUNE 1, 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 48 IN THE FIRST ADDITION TO GLEN OAK ACRES, A SUBDIVISION OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

04-25-300-014

which has the address of 1521 SUNSET RIDGE ROAD, GLENVIEW  
Illinois 60025 ("Property Address")

[Street City]

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

6RIL (9101)

VUP MORTGAGE FORMS - 1313 293 8100 - 1800 521 2251

Page 1 of 6

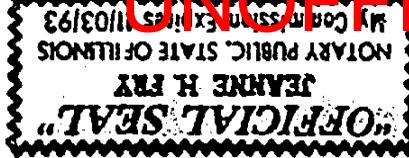
Form 3014 9/90

66948616

# UNOFFICIAL COPY

EMMA GELLY  
SKOKIE, IL 60077

Form 301A 9/90



Page 8 of 8

This instrument was prepared by:

My Commission Expires: November 3, 1993

Given under my hand and official seal, this 3<sup>rd</sup> day of May 1991  
Signed and delivered the said instrument as **FBI** free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y  
personally known to me to be the same person(s) whose name(s)

**CATHY BETTA MEGLIOTTO, HUSBAND AND WIFE**  
that **VITO MEGLIOTTO AND**  
**Jeanne H. Fry**  
a Notary Public in and for said county and state do hereby certify  
that the foregoing instrument is in due form and contains no false statement of material fact.

Social Security Number

Social Security Number

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Social Security Number

Borrower  
(Seal)

Social Security Number

Borrower  
(Seal)

Social Security Number

Witnesses:  
in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

- (Check applicable box(es))
- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 14 Family Rider        | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Fixed Rate Rider        | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider         |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Second Home Rider              | <input type="checkbox"/> Other(s) [Specify]     | <input type="checkbox"/> Fixed Rate Rider   |

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

# UNOFFICIAL COPY

9 1 2 3 7 6 7

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 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.

# UNOFFICIAL COPY

Page 2 of 3

Form 301A 9/90

more of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument if Lender demands that any part of the Property is subject to a lien which may attach prior to the date of the instrument or the date of the instrument to Lender's satisfaction to Lender's option to pre-serve the lien to defraud Lender of the instrument, or (c) securites from the holder of the lien in a manner acceptable to Lender's opinion of the instrument to good faith the hen writing to the payment of the obligation secured by the hen unless Security Instrument unless (b) contains in Borrowser shall provide any lien which has priority over this Security Instrument (a) agrees in

it Borrowser makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay which may attach priority over this Security instrument, and Lender's payment of round rents, if any, Borrower shall pay

f. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

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

this Security instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender to the acquisition or sale

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

civilly movable payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as security for all sums secured by this Security instrument.

without charge, an annual accounting of the Funds, showing credits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that Lender shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

held by Lender in connection with this loan, unless applicable law provides otherwise. Unless an reporting service

a charge. However, Lender may require Borrower to pay an one-time charge for an independent real estate tax reporting service

Escrow items, unless Lender pays his taxes for holding and applying the escrow account, or Lender to make such

including Lender, if Lender is such an institution whose deposits are insured by a federal agency, insurability, or entity

The Funds shall be held in an account which applies to law.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 3601 et seq. ("RESPA"), unless another law than applies to the Funds

related mortgage loan may require Borrower's escrow account under the Federal Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called Escrow items.

if any: (e) yearly noncancelable insurance premiums, if any: and (f) any sums payable by Borrower to Lender in accordance with

or ground rents on the Property, if any: (c) yearly hazard or property insurance premiums: (d) yearly flood insurance premiums,

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

2. Funds for Taxes and Insurance. Subject to applicable law or preparation and late charges due under the Note.

gratuity of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

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

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

Variations by judicially constituted a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants which jibited

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

garnet and convey the Property and that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage.

BORROWER COVENANTS that Borrower is liable for non-compliance of record. Borrower warrants

instrument. All of the foregoing is referred to in this Security instrument as the "Property".

fixtures now or hereafter a part of the property. All replacement 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, and

# UNOFFICIAL COPY

9 1 2 8 / 0  
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 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.

10. **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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reuse 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **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 and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security 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.

13. **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 the 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 limit, will be refunded to Borrower. Lender may choose 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.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal 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.

CCS/TC  
2023

# UNOFFICIAL COPY

8. **Majorage Insurance.** If Leader required monagle insurance as a condition of making the loan secured by this Security Agreement, Borrower shall pay the premiums required to maintain the monagle insurance in effect. If, for any reason, the instruments, Borrower shall pay the premiums required to maintain the monagle insurance in effect. In addition, Borrower shall pay the premium on the monagle insurance as a loss reserve in lieu of monagle insurance. Loss reserve be in effect. Leader will accept use and retain these payments as a loss reserve in lieu of monagle insurance. Loss receive one-twelfth of the yearly monagle insurance premium being paid by Borrower when the insurance coverage passed or ceased to subsist entirely, available monagle insurance coverage is not available. Borrower shall pay to Leader each month a sum equal to one-twelfth of the yearly monagle insurance premium being paid by Borrower when the insurance coverage passed or ceased to be in effect. Leader will accept use and retain these payments as a loss reserve in lieu of monagle insurance. Loss receive

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 otherwise 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

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 condominium or forfeiture or to enforce laws or regulations), then Lender may do and include paying any sums secured by a lien which has priority over this Security Instrument, if payment in full does not have to do so reasonable attorney fees and costs incurred on the Property to make repairs. Lender may take action under this paragraph

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

All insurance policies and renewals shall be acceptable to Leander and shall include a standard nonnegage clause. Leander shall have the right to hold the policies and renewals. If Leander requires, Borrower shall promptly give to Leander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leander.

5. Hazard or Property Insurance. Borrower shall keep the property insured or hazard covered on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which regular premiums are payable. This insurance shall be maintained in the amount and for the periods of time required by law or by the insurance company. The insurance company shall be responsible for all losses resulting from damage to the property insured, except as provided in the policy. The insurance company shall be liable for all damages resulting from the occurrence of any hazard or hazard covered by the insurance, except as provided in the policy. The insurance company shall be liable for all damages resulting from the occurrence of any hazard or hazard covered by the insurance, except as provided in the policy.

# UNOFFICIAL COPY

BALLOON RIDER  
UNCONDITIONAL RIGHT TO REFINANCE

6 284864-3

THIS BALLOON RIDER is made this 31ST day of MAY 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 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

(the "Lender") of the same date and covering the property described in the Security Instrument and located at 1621 SUNSET RIDGE ROAD GLENVIEW, ILLINOIS 60025

(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 ~~JUNE 1~~ JUNE 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 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

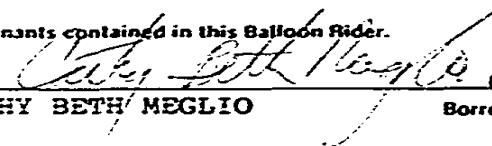
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option 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 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.

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

  
VITO MEGLIO

(Seal)

Borrower

  
CATHY BETH MEGLIO

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(SIGN ORIGINAL ONLY)

# UNOFFICIAL COPY

10. The following table summarizes the results of the study. The first column lists the variables, the second column lists the sample size, and the third column lists the estimated effect sizes.

For more information about the National Institute of Child Health and Human Development, please visit the NICHD website at [www.nichd.nih.gov](http://www.nichd.nih.gov).

Property

University of Colorado Boulder

*Book Collection*