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MORTGAGE

LOAN# 200737395

THIS MORTGAGE ("Security Instrument") is given on JULY 30, 1991
JAY M. GOLDSTEIN, DIVORCED AND NOT REMARRIED
("Borrower"). This Security Instrument is given to
D & N MORTGAGE CORPORATION

DEPT-01 RECORDING \$18.29
T#3333 TRAN 3639 08/01/91 10:37:00
\$6591 + C: *-91-387658
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF MICHIGAN, and whose address is 3331 W. BIG BEAVER RD., SUITE 306, TROY, MI. 48084 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY SIX THOUSAND AND NO/100 Dollars (U.S. \$ 126,000.00).

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 AUGUST 01, 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 38 AND 39 IN BLOCK 2 IN BAUER AND MORAGAN'S ADDITION TO IRVING PARK IN THE NORTHEAST 1/4 SECTION OF 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NUMBER: 13-22-223-066, VOLUME 349

PREPARED BY: J. EDELSON FOR D&N MORTGAGE
1717 NAPER BLVD, SUITE 106
NAPERVILLE ILLINOIS 60563

which has the address of 4038 W ADDISON ("Property Address");
Illinois 60641 [Zip Code]

CHICAGO [Street, City],

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
-8R(IL) (8101)
VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7281

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1. I, S. N. MORTGAGEE, being duly sworn, do solemnly swear and declare that this instrument was prepared by:
Notary Public
Katherine Koleske
NOTARY PUBLIC, State of Illinois
This instrument was prepared by:
Sergeant - and delivered the said instrument as HIS
Free and voluntary act, for the uses and purposes therein set forth.
Subscribed and sworn to before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s) are
hereunder written.



DIVORCED AND NOT REMARRIED

that I AM M. GOLSTEIN,

LAW OFFICES LTD.

I, LAW OFFICES LTD.,
a Notary Public in and for said county and state do hereby certify
that the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s) are
hereunder written.

STATE OF ILLINOIS,

Social Security Number

Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

Witnesses:

- [Check applicable boxes] V.A. Rider
 Balloon Rider
 Graduated Payment Rider
 Biweekly Payment Rider
 Condominium Rider
 1-4 Family Rider
 Adjustable Rate Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed 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.
[Check applicable boxes]

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seized 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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 this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

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 recording costs.

21. **Including, but not limited to, reasonable attorney fees and costs of title evidence.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall include information by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. (d) that failure to cure the default on or before the notice is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the action required to cure the default is applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required under paragraph 17 unless of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach

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

relate to health, safety or environmental protection.

this paragraph 20. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammability of toxic petroleum products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that government or regulatory agency or private party involving the Property, and any Hazardous Substance or Environmental Law Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any resident uses and to maintenance of the Property.

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal storage of the new Loan Servicer and the address to which paying should be made. The notice will also contain any other given written notice of the change in accordance with paragraph 1 above and applicable law. The notice will state the name and more changes of the Loan Servicer, namely payees to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be as the "Loan Servicer" that collects payments due under the Note and this Security Instrument. There also may be one instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known 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 required by applicable law.

not apply in the case of acceleration under paragraph 17.

obligations secured thereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by that the loan of this Security Instrument, Lender would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Lender all sums which they could be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, or (d) takes such action as Lender may reasonably require to assure inclusion, but not limited to, reasonable attorney fees; and (e) sells the Note and this Security Instrument to any other person for a sum less than 30 days from the date the note is delivered or reinstated before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment quieting this Security Instrument. Those conditions are that Borrower: (a) pays applicable law may specify for reinstatement); before sale of the Property to any time prior to the earlier of: (a) 5 days (or such other period as agreement of this Security Instrument discontinued at certain conditions, Borrower shall have the right to have permitted by this Security Instrument. If Borrower makes certain conditions, Borrower shall further notice of demand on Borrower.

18. **Borrower's Right to Remit.** If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies less than 30 days from the date the note is delivered or reinstated before sale of acceleration, the notice shall provide a period of not 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 note is delivered or reinstated before payment of these sums prior to the expiration of this period, Lender may invoke any remedies if this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If a beneficial interest in Borrower is sold or transferred to another natural person without is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

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

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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.

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more of the actions set forth above within 10 days of the giving of notice. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, if Lender determines that any part of the Property is subject to a lien which may affect any other security instrument or right to payment over this Security Instrument, it will be held in trust for the holder of the lien until the holder of the lien has satisfied the lien to the satisfaction of the holder, or (c) secures from the holder of the lien an agreement not to file a complaint against the holder of the lien to prevent the holder of the lien from proceeding against the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the holder of the lien from proceeding against the holder of the lien by, or demands against the holder of the lien in a manner acceptable to Lender; (b) contains in good faith the lien writing to the payment of the obligation secured by the lien in the manner acceptable to the holder of the lien; (a) agrees in writing to the payment of the obligation secured by the lien in the manner acceptable to the holder of the lien unless Borrower:

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

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

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. In the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

4. 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2;

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, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by this Security Instrument, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time to Lender the amount necessary to make up the deficiency. Borrower shall pay for all sums secured by this Security Instrument.

If the Funds was made, The Funds are pledged as additional security for all sums secured by this Security Instrument. Lender pay to Lender the amount necessary to pay the Escrow items when due, Lender shall make up the deficiency in no more than without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrows and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless Lender pays for an one-time charge for an independent real estate tax service such charge. However, Lender may require Borrower to pay a one-time charge for an one-time charge for an independent real estate tax service to make such payment the Escrow items, unless Lender holds Funds and applying the escrow account, or Escrow items. Lender, if Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or Escrow items. Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the including Lender, if Lender is such an entity, institution, or entity, agency, instrumentality, or entity

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loans, may require for Borrower's escrow account under the federal Real 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 if any); (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender in the day monthly payments due the Note, until the Note is paid in full, a sum ("Funds"), for: (a) yearly taxes Lender on the debt evidenced by the Note and any prepayment 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

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 charges due under the Note.

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited 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.

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

TOGETHER WITH all the improvements now or hereafter erected in the property, and all fixtures, appurtenances, and

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

7264.08 Form 73-7395

THIS BALLOON RIDER is made this 30 day of July, 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
D & N MORTGAGE CORPORATION, A MICHIGAN CORPORATION
(the "Lender")
of the same date and covering the property described in the Security Instrument and located at:

4638 W ADDISON, CHICAGO, IL 60641

[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 August 1, 1991, 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.

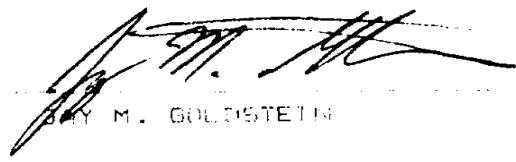
4. CALCULATING THE NEW PAYMENT AMOUNT

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 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 a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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


D. M. GOLDSTEIN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower
/Sign Original Only/