SCHAUMBURG, IL WYBUENE SYMKER PREPARED BY:

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RECORD AND RETURN TO:

SCHAUMBURG, ILLINOIS 60173 THE TALMAN HOWS PEDBRAL SAVINGS AND LOAN ASSOCIATION

MORTGAGE

CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAR ENT AT MATURITY. THE TERMS OF THIS LOAN 5-254962

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" ("Note"), which provides for Y

HORGER' HORBYND VAD LIER A AJAMAG GNA MICK HOEGEP 1915 MORTOAGE ("Security Instrument") is given to

("Borrower"). This Security Instrument is given to

THE TALMAN HOME PEDERAL SAVINGS AND LOW ASSOCIATION OF ILLINOIS

which is organized and existing under the laws of UNITED STATES OF MARLEM

\$ 55. ( 00.00p,ttr ONE HUNDRED ELEVEN THOUSAND FOUR LUNDRED ("Lender"). But of owes Lender the principal sum of ₽€909 IFFIMOIS NOKKIDGE'

Security Instrument and the Mote, For this purpose, Borrower does hereby mortgage, gr. protect the security of this Security Instrument; and (c) the performance of Borrower' extensions and modifications of the Mote; (b) the payment of all other sums, with in-This Security Instrument secures to Lender: (a) the repayment of the debr evidenced by the monthly payments, with the full debt, if not paid carlier, the and payable on JAMO This debt is evidenced by Borrower's note dated the e-me date as this Security I Dollar AND 00/100

TO THE PLAT THEREOF RECORDED PEBRUARY 28, 1989 AS RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAM OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 described property located in COOK BEING A SUBDIVI TON OF PART

89089182 IN COOK COUNTY, ILLINOIS.

\*RE-RECORDING TO ADD BALLLOON RIDER

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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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the little 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 constinute a uniform security instrument covering real property.

UNIFORM COVENANTS. No cower and Lender covenant and agree as follows:

1. Payment of Principal and Inferest; 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 in ter 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 le sechold 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 withthe 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 enviunt not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow a count under the federal Real Estate Settlement Frocedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 e see: ("RESPA"), unless another law that applies to the Punds 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 curren 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 its red by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Londer Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Jonds, annually analyzing the excrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Punas and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for ar independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides other wise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrow'r any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Fund. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Fund; 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 Finds 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. Burrower 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 corrower 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 I' 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 the n on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid unter 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 enfarcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender suborcinating 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 1 ive 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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to be severable.

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

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 which can be 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

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 mathad. The notice abalt he directed to the Property Address or any other address By 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 desined to have been given to Borrower or Lender when given as provided in this paragraph.

13. Louis Charges, if the loss secured by this Security Instrument is subject to a law which sets received in connection with the sea law that law is fundly interpreted so that the interpreted in the subject of the permitted limits, then: (a) any sum already collected from Borrower which exceeded permitted limits 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 parament to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment any prepayment that the Note.

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 Burdower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any horrower who co-signs this Security Instrument only to no refere grant and coursey that Instrument only to no research the footest is and convey that Security Instrument only to no personally obligated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

II. Borrower Not Released; Forbearance By Lender bit a V.P. T. Extension of the time for payment or modification of amortization of the sums accured by this Security Instrument granted. Ander to release the liability of the original Borrower or Borrower's su-cessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or ternal mot be a waiver of or preclude the exercise of any right or ternedy.

Unless Lender and Borrower otherwise agree in writing, my application of proceeds to principal aball not extend or proceeds to principal aball not extend or prospore the amount of such payments.

If the Property is abandoned by Borrower, or if, a set 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 data the notice is given, Londer is authorized to collect and apply the proceeds, at it option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total stains of the Property, the proceeds shall be applied to the aums secured by this Security instrument, with any excess paid to Borrower. In the event of a partial taking of the Property in which the taking is equal to or greater than the amount of the aums secured by this Security Instrument innredistely betwee the taking, unless Borrower and Lender otherwise agree in writing, the aums secured by this amount of the runner shall be received by the amount of the proceeds multiplied by the following fraction: (a) the total before the taking. Any balance shall be received the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which is in writing or unless applied to the sums accured by this Security Inamical in mother amount of the sums accured by this Security Inamical in my which is not the sums are then the provides, the proceeds shall be applied to the sums accured by this Security Inamical in my which is not the sums are then the provides, the proceeds shall be applied to the sums accured by this Security Inamical in my which is the sums are then the control by this Security Inamical in my which is not the sums are then the control by the sum and the control by the sum which in my the sum as the control by the sum and the control by the sum and the control by the sum and the sum as the control by the sum as th

10. Cundenting toot. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other, traing of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

that Lender nequires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the promiums 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 betwoen Borrower and Lender or applicable law.

9. Inspections of the Property. Lender or its agent may make resemble entries upon and inspections of the Property. Lender shall give Borrower motice at the inspection.

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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a standard mortgage clause. Lender

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racceds shall be applied to the sums occower. If Borrower abandons the

r has offered to settle a claim, then some the Property or to pay sums

age the amount of the payments. If

when the notice is given.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding for which Lender requires insurance. This insurance shall be maintain it in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by it conver subject to Lender's approved which shall not be shareasonably 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 parest upli 7.

All insurance policies and renewals shall be acceptable to Lender and shall incluishall have the right to hold to policies and renewals. If Lender requires, Borrower shall paid premiums and renewal outres. In the event of loss, Burrower shall give prompt no Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall I Property damaged, if the restoration or repair is economically feasible and Lender's securepair is not economically feasible or Uni'er's security would be lessened, the insurance secured by this Security Instrument, whether or not then due, with any excess paid to Property, or does not answer within 30 days a rotice from Lender that the insurance co-Lender may collect the insurance proceeds. Lender may use the proceeds to repair o secured by this Security Instrument, whether or bot, then due. The 30-day period will begin

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 . under paragraph 21 the Property is acquired by Lender, By rower's right to any insurance noticies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the some secured by this Security Instrument

immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borre ... r's Loan Application; Lecseholds. Borrower shall occupy, establish, and use the Property as Corrower's principal residence welfan sixty days after the execution of this Security Instrument and shall continue to occupy the P operty as B frower's principal residence for at least one year after the date of occupancy, enless 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, demage 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 Londer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forseiture of the Borrower's introd 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 the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires for 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 Horrower fails to perform the covenants and afficients 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 forfeiture 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, raying 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 to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the moregage 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, at 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 neath 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

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\$6/\$1/01 serves to bernob for month to start to con grater NOTIUE BUTTON OFFICIAL SEAL" 92220881 Motary Public My commission expires: Civer under my hand and official seal, doress therein see forth. fnstrument as Mar free and voluntary act, (by the uses person(s) whose name(s) subscribed to the foregoing · betaousjik known to me to be the same county and state, do hereby certify that I, the undersigned, a Notary Tiolic in and for said State of Illinois, BOSTOWES (1005) BOYLOWOF BOLLOWST [#**#**\$] BOTTOWSF игок новсву ((४०५) in any rideris) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and sprengifis configured in falls Security instrument and (Vinequ) (s) settle [ SobiR AV Second Home Rider sobiR Inemevoraml etsR sebifi nookeB Siweekly Payment Rider Planned Unit Development Rider Graduated Payment Rider 1-4 Femily Rider Condominium Rider rebift etaft eldatsujbA

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.

(Cheek applicable boxles)

296432 - Siders to this Security instrument. It one or more riders are executed by Borrower and recorded together

17. Transfer of the Property of any interest in its sold or transferred (or if a zero cut interest in horrower is a few transferred and Berrower 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, Londer 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 Borrowe, fails to pay these sums prior to the expiration of this period, Lender may invoke any remediate.

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 Forrower: (a) pays Lender all stims which then would be the 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 reinstalement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this righ: to reinstale 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 tote. If there is a change of the Loan Servicer, Borrower will be given written notice of the dange in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Levi icer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Forrower 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 importy and any Hazardous Substance or Environmental Law of which Borrower has actual knewledge. If Borrower fearns, or is notified by any governmental or negulatory 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 a cordance with Enviror mental Law.

As used in this paragraph 2: "Hazardous Substances" and those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoling, knowene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile: livents, materials containing substances or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and lows of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENARIES. Borrower and Lender further coverant and agree as follows:

21. Acceleration; Remedie: Lender shall give notice to Borrow's prior to acceleration following Forrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwing. 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 nop-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 remedic proceeding 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.

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

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DPS 1083 Form 3014 9/90



11 , 1991 and is incorporated into and shall THIS BALLOON RIDER is made this day of December be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same data given by the undersigned (the "Borrower") to secure the Borrower's Note to

The Talman Home Federal Savings & LOan Association of Illinois (the "Lender") of the same date and covering the property described in the Socurity Instrument and located at Streamwood, Illinois 60107 951 Hartwood Drive,

#### (Property Address)

The Interast rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lander 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 Notes:

#### 1, CONDITIONAL RIGHT TO REFINANCE

At the majurity date of the Note and Security Instrument ithe "Maturity Date"), I will be able to obtain a new loan ("New LO , and with an interest rate equal to the "New Note ( Loan's with a new Matrality Date of Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met ithe 🖓 "Conditional Refinancing Cetion"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the More of 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 much, 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 to the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my ministhy payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preciding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) (then than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Fate; 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 man/ato y 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 he 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 then 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) a ccruid but unpaid interest, plus (c) all other sums f 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 A to a equal monthly payments. The result of this calculation will be the amount of say new principal and interest payment every month witil the New Note is fully paid.

#### EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity (tage 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 mit. 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 wove, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the waterity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association policable 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.

and covenants contained in this Balloon Rider.	and agrees to the	
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