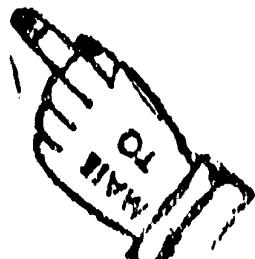


When recorded mail to
Great Northern Mortgage
2850 W. Golf Rd., Suite 403
Rolling Meadows, IL 60008

UNOFFICIAL COPY



92619324

MORTGAGE

4052989-6

THIS MORTGAGE ("Security Instrument") is given on AUGUST 5, 1992.

The mortgagor is David Hull, ~~MAINTENANCE & DEFENSE CONTRACTOR~~, ("Borrower"). This Security Instrument is given to Great Northern Mortgage, which is organized and existing under the laws of the State of Illinois and whose address is 2850 West Golf Road, Suite 403, Rolling Meadows, IL 60008 ("Lender"). Borrower owes Lender the principal sum of: **One Hundred Ten Thousand Dollars and 00/100--Dollars (U.S. \$110,000.00)**. 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 01-Sep-97. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of 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 in Cook County, Illinois:

UNIT 3305A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST
IN THE COMMON ELEMENTS IN HAWTHORNE COURT TOWNHOME
CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION
RECORDED AS DOCUMENT NUMBER 87333907, IN THE SOUTHEAST 1/4
OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92619324

| | |
|-----------------------------------|---------|
| DEPT-01 RECORDINGS | \$35.50 |
| T07777 TRA 2396 08/20/92 12140100 | |
| 15172 4-2-6 19324 | |
| COOK COUNTY RECORDER | |

PIN: 44-20-414-019-1002.

which has the address of 3305 A N. Racine, Chicago, IL 60657 ("Property Address");

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.

UNOFFICIAL COPY

RECEIVED

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3. Hazard or Property Insurance. Borrower shall keep the insurance now existing or hereafter created on the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower makes prompt payment of all sums due under the terms of the instruments.

3. Application of Payment. Unless otherwise provided, 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; Lender. Borrower shall pay all taxes, assessments, charges, costs and impositions attributable to the property which may ultimately prevail over this Security Instrument, and lessehold payments of 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

Upon payment in full of all sums secured by this Security Last Aument, 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 in the name of acquisition or sale as a credit against the sum secured by this Security.

If the funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months.

The Funds shall be held in an institution selected by a federal agency, instrumentality, or entity (including
Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall supply the Funds to pay the escrow items.
Lender may not charge Borrower for holding and applying the Funds, normally and excepting the escrow account, tovertaking the escrow
item, unless Lender pays Borrower interest on the Funds and applies the same 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 providers otherwise. Unless an agreement is made to apply equitable law regarding
to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds. Borrower and Lender may agree in
writing, however, that interest shall be paid on the Funds and the purpose for which each deposit to the Funds was made. The Funds are
pledged as additional security for all sums advanced by this Security Instrument.

1. Payment of Principle and Interest: Repayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and my preparation and late charges due under the Note.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8. Mortgage Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect. If, for any reason, the mortgagage insurance ceases to be in effect, Borrower shall pay the premium required to maintain the insurance in effect, in a cost and substantially equally to the cost to Borrower of maintaining coverage continually to the time the insurance premium is paid by Lender, from an alternative mortgagage insurer approved by Lender. If a substantial majority of the mortgagage insurance premiums to the insurance company previously in effect, or a cost substantially equally to the cost to Borrower of maintaining coverage continually to the time the insurance premium is paid by Lender, from an alternative mortgagage insurer approved by Lender, ceases to be in effect, Borrower shall pay the premium required to maintain the insurance in effect, in a cost and substantially equally to the cost to Borrower of maintaining coverage continually to the time the insurance premium is paid by Lender, from an alternative mortgagage insurer approved by Lender, until the insurance in effect is replaced by another mortgagage insurance company approved by Lender.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the Security Instruments or there is a legal proceeding which may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture of, to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may take action under this paragraph 7, Lender does not have to do so.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium period during which Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender renews, Borrower shall give prompt notice to the insurance carrier and Lender shall renew them at the same rate as the original policy. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender shall make payment of the premium and renewals. If Lender renews, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the damage is not economically feasible or lessened, the insurance proceeds shall be applied to repair or replacement of the property, or to reduce Lender's security to the amount of the insurance proceeds paid to Borrower, whichever of the two is less. Lender may not recover any excess paid to Borrower. If Borrower abandons the property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds, Lender may use the proceeds to restore the property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend under paragraph 21 the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It is agreed that the Proprietary prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument from damage to the property held by Lender. Borrower's right to any insurance policies and proceeds resulting from

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Instrument in its sole or transferred (or if it is beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 17. Transferee of the Property or a beneficial interest in Borrower, it shall or any part of the Property or any
16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are intended to be
conflict with applicable law, such conflict will not affect other provisions of this Security instrument or the Note which can be given
jurisdiction in which the property is located. In the event that any provision of this Security instrument or the Note may
Security instrument shall be governed by federal law and the law of the
15. Governing Law; Sovereignty. This Security instrument shall be governed by the law of the
Security instrument shall be deemed to have been given to Lender when given as provided in this paragraph.
Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this
Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to
by mailing it by first class mail unless otherwise required use of another method. The notice shall be directed to the property
14. Notice. Any notice to Borrower provided for in this Security instrument shall be given by delivering it to
the Note. If a refund redress principally, the reduction will be treated as a partial prepayment and any prepayment charge under
Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to
to the permitted limit); and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to
the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge
charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with
13. Loan Charge. If the loan secured by this Security instrument is subject to a law which sets maximum loan
with regard to the terms of this Security instrument or the Note without the Borrower's consent.

Property under the terms of this Security instrument by Lender and any successor to extend, modify, forfeit or make any accommodations
not execute the note: (a) to satisfy this Security instrument only to mortgage, grant and convey that Borrower's interest in the
17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does
Security instrument shall be beneficial to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph
12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this
of any right or remedy.

succesors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise
amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's
reduced to commence proceedings against any successor in interest or refuse to extend the time for payment made by
Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be
modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of
11. Borrower Not Relieved; Repayment Not a Waiver. Extension of the time for payment
due date of the monthly payments and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the
this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the covenants offered to make an award of
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 settle or apply the proceeds, at its option, either to restoration of part of the Property or to the sums secured by

sums accrued by this Security instrument whether or not the sums are then due.

9. Inspection. Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender
conducts an inspection of any award or claim for damages, direct or consequential, in connection with any
10. Condemnation. The proceeds of any award or claim for damages, cause for the inspection.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 a 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 sum accrued by this Security Instrument, together with all proceedings and sale of the property. The notice shall further inform Borrower of the right to remanage after acceleration and the rights of the Borrower without charge to Borrower. Borrower shall pay any reasonable costs.

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 reasonable costs.

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

NON-UNIFORM GOVERNANTS. However and hence further governants and agree as follows:

malfunctioning of the Property; Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any party to a remedy or defense of private party involving the Property and any Lender's Subsidiary or Lender's Subsidiary's interest in the Property; if Borrower has actual knowledge, if Borrower learns, or is notified by any government of regularly authority, that any removal or other remediation of any Lender's Subsidiary's Subsidiary affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances at any facility or location under Borrower's control which may reasonably be expected to be appropriate to monitor remediated areas and to

19. **Sale of Notes; Change of Loan Service.** The Note or a partial interest in the Note (together with this Security instrument) may be sold once or more; and the Note will be without prior notice to Borrower. A sale may result in a change in the entity (known as the "Acquirer") that collects monthly payments due under the Note and this Security instrument. The Acquirer may be one of more changes ("Successor") that occur during the term of the Note. If there is a change of the loan servicer, Borrower will be given written notice of the change in the Note. If there is a change of the loan servicer, Borrower will be given written notice of the change in the Note. The notice will also contain any other information required by law.

18. **Borrower's Right to Remediate**, if Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument deferred at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remediation) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entitling the Security Instrument. Those conditions are that Borrower has assumed this Note as it is no acceleration occurred; (c) pays to Lender all expenses incurred under this Note as it is no acceleration occurred; (d) carries any default of any other coventants of this Note as it is no acceleration occurred; (e) pays all expenses incurred to enforce this Security Instrument including but not limited to, reasonable attorney fees; (f) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument is not otherwise affected; and (g) pays all expenses incurred to repossess this Security Instrument.

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 remedy permitted by the Security Instrument without further notice or demand of Borrower.

Without further notice or delay, I accept the terms and conditions set forth in this Addendum. I understand that if exercise is prohibited by federal law as of the date of this Addendum, this option shall not be exercised by me under this Addendum.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Form 3014 8/90 (Page 6 of 6 pages)

This instrument was prepared by: Colleen C. Paulish, 2850 W. Court Rd., Suite 403, Rolling Meadows, IL 60008

Notary Public
My Commission Expires 9/25/95
Notary Public, State of Illinois
John Y. Konleczki
"OFFICIAL SEAL"
WITNESS my hand and official seal this 31st day of August 1992
My Commission Expires

I, the undersigned, a Notary Public, do find, for said County and State, do hereby certify that David Hall,
who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be
his/her free and voluntary act and deed and that he/she signed and affixed his/her name to the instrument for the uses and purposes herein set forth.

COUNTY OF COOK

STATE OF ILLINOIS

Sign below the line for acknowledgement

ANY AND ALL HONORABLE RIBETS.

*** REBXXA GRIBBLE IS SIGNING THIS MORTGAGE IN THE NAME OF JOHN

BORROWER
(Seal)

DAVID HALL

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

Conditional Rider
Billboard Rider

(Applicable riders listed below)

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 this Security Instrument as if the rider(s) were part of this Security Instrument.
Supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

4052989-6

THIS CONDOMINIUM RIDER is made this 5TH day of AUGUST, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Great Northern Mortgage (the "Lender") of the same date and covering the property described in the Security Instrument and located at 3305 A N. Racine, Chicago, IL 60657 ("Property Address").

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Hawthorne Court Condominium (the "Condominium Project").

If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

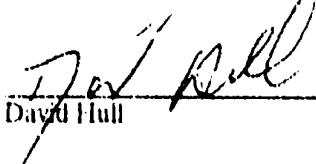
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



David Hull

(Seal)
Borrower

92619324

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

4052989-6

(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this August 5, 1992, 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 Great Northern Mortgage (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3305 A N. Racine, Chicago, IL 60657 (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 COVRNANTS. 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 MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to 09/01/2022, (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note 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 Modification and Extension Option, certain conditions must be met as of the Note 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 Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet payable) arising after the Security Instrument was recorded; (4) the Modified 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 MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest, equal to the Federal Home Loan Mortgage Corporation'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 "Modified 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 Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

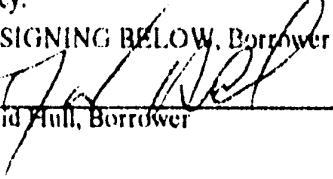
4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified 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 Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my new principal and interest payment every month until the Note is fully paid.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension 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 Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based upon the Federal Home Loan Mortgage Corporation'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 Note Maturity Date the Note Holder will advise me of the new interest rate (the Modified 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 Note Rate modification and Note Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Modification and Extension Option, including but not limited to the cost of updating the title insurance policy.

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


(Seal)

David Hull, Borrower

92619324

[Sign Original Only]

UNOFFICIAL COPY

Property of Cook County Clerk's Office