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Form 3014 08/90

ILLINOIS Single Family Rental Home/Residential Real Estate INSTRUMENT

(Property Address):

PTR-08-31-406-001 VOLUME NO. 1 050
which has the address of 1079 TALBOTS LANE UNIT 108, ELK GROVE VILLAGE, IL 60007

PARCEL 23 EASEMENT APPURTENANT TO AND FOR THE DEMERITI OF PARCEL 1 FOR INGRASSES AND EGRESS, AS SET FORTH IN THE DECLARATION OF CONVEHANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 30, 1989 AND RECORDED DECEMBER 5, 1989 AS DOCUMENT NUMBER 89579845.

PARCEL 1: UNIT 108-6 IN THE COUNTRY HOMES AT TALBOT'S MILL CONDOMINIUM, AS DELINERATED ON A SURVEY OF CERTAIN LOTS OR PARTS THEREOF. IN TALBOT'S MILL, SECTION A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 31 AND SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT A, TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 89587109, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

92638575

Country, (millions): **C00K**

Borrower owes Lender the principal sum of ONE HUNDRED THREE THOUSAND DOLLARS

which is organized and exists under the laws of The State Of Illinois, and whose address is 361 Fromage Road, Burr Ridge, IL 60521 (Lander).

(Borrower). This security is given to MID-AMERICA MORTGAGE CORPORATION, 444 N. Wabash Avenue, Chicago, Illinois 60611, telephone 312-337-2222.

1. The MORTGAGEE (Security Instrument) is given on: DEPT-01 RECORDINGS
DECEMBER 28, 1992

MORTGAGE

92638575

40218-4-2-5-1
163355 IRAN 5007 1000000000
DEP-1-01 R21000100

BURR RIDGE, IL 60521

**MID-AMERICAN MORTGAGE CORPORATION
FINAL DOCUMENTS DEPARTMENT**

92147838

FIRST AMERICAN TITLE INSURANCE CO. 478-

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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 the 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 payment 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 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 the 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 the 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 the Lender subordinating the lien to this Security Instrument. If the 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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may no longer be required.

Under standard insurance terms, the insured would have to pay the premium and the insurance company would pay the loss if it occurred. In this case, however, the insured has agreed to pay the premium and the insurance company will pay the loss if it occurs.

effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously from an all-inclusive mortgagelender. It substantially equitably equivalent mortgage insurance coverage is available to Lender to one-tenth of the face amount of each monthly sum equal to one-tenth of the face amount of the mortgage loan.

By this security instrument, Borrower shall pay the Premiums required to maintain the insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender ceases or ceases to be in effect, Borrower shall pay the Premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured

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 payment.

on the Property to make repairs. Although Lenard may take action under this paragraph 7, Lenard does not have to do so. Any amounts disbursed by Lenard under this paragraph 7, shall become additional debt of Borrower.

Proprietary and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering

unless Lender agrees to the merger in writing.

loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as a principal residence, if this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, if Borrower acquires less than title to the Property, the lessee shall not merge

shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or otherwise impaired or failed to provide lender with any material information in connection with the loan application or statement of facts.

curve such as default and reinsurance, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, the structure of the Borrower's interest in the Property will otherwise materially impairment of the lien created by this Security instrument or Lender's security interest. Borrower

detention or confinement, or committal waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may

willing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not be liable for any damage to the Property, or expense of repairing the Property to

Applicant: Leaserhoides, Borrower, shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan
extant of the sums secured by its Security Instrument immediately prior to the Acquisition shall pass to Lender to the
policies and procedures resulting from damage to the Property prior to the Acquisition shall pass to Lender to the

extended or postponed, the due date of the mortgagor's payment shall be extended by the same number of days as the period during which the payment was delayed.

whether or not the due. The 30-day period will begin when notice is given.

Insurance proceeds shall be applied to the sum(s) specified by this schedule, whether or not there is a balance due, until 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.

or repair of the Property damaged, if the restoration or repair is not economically feasible and Lender's security is not lessened, if the restoration or repair is not feasible or Lender's security would be lessened, the measure(s) shall be applied to the sums scattered by this Security instrument. Whether or not with

glove to lend all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to Lender if the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. Lender requires Borrower shall promptly repay in accordance with paragraph:

Borrower subject to Lender's approval which shall not be unreasonable without notice to Borrower, Lender's rights to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the coverage in accordance with paragraph 7.

on the Property Insurance included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by

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at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted 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 payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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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 costs of title evidence.

Pursuing the remedies provided in this Paragraph 21, including, but not limited to collection all expenses incurred in the Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration and may require the payment in full of all sums secured by this Security Instrument and the right to collect all expenses and

immediately payable prior to acceleration, including, Lender shall be entitled to collect all expenses incurred in the Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses and

in the foreclosure of the Security Interest in the instrument, Lender shall be entitled to collect all expenses incurred in the Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses and

result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property, The notice shall inform Borrower of the right to reinstate after acceleration and the right to assert the defense that the default is cured or before the date specified in the notice, Lender, at its option, may require

the default must be cured; and (d) that failure to cure the date the notice is given to Borrower, by which date required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, unless applicable law provides otherwise); (a) the default (b) the action following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration

20. Non-Uniform FORM COVENANTS. Borrower and Lender further covenant and agree as follows:

laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

or malfeasance by Environmental materials. As used in this Paragraph 20, "Environmental Law" means federal laws and

substances by Environmental law and the following substances: asbestos, chlorofluorocarbons or toxic

products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or

regulated by Environmental law of which Borrower has actual knowledge, if Borrower, teams, or is notified by any government

by any government or regulatory agency or party involving the Property and any Hazardous Substances or

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action

generally recognized to be appropriate to be presented to use or storage on the premises of small quantities of Hazardous Substances that are

anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not

release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do,

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or

which payments should be made. The notice will also contain any other information required by applicable law.

above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to

change of the Loan Servicer. Borrower will give written notice of the change in accordance with Paragraph 14

instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a

Security Instrument (known as the "Loan Servicer"), that collects monthly payments due under the Note and this Note

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this

of acceleration under Paragraph 17.

remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case unchanged. Upon receipt by Borrower, this Security Instrument and the obligation secured hereby shall

rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue

(d) takes such action as lender may reasonably require to assure that the lien of this Security Instrument, Lender's

expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and

the Note as if no acceleration had occurred; (b) cures any default of any other covenant or agreements; (c) pays all

conditions as if the Borrower had breached; (a) pays Lender all sums which then would be due under this Security Instrument

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right

Lender may invoke any remedies permitted by this Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period,

sums secured by this Security Instrument, Lender shall not be entitled to collect any payment made during this period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all

period of time Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any instrument

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred), Lender may, at its option, require immediate payment of all sums secured by this Security Instrument, however, this option shall not be exercised by Lender if exercise is

of all sums secured by this Security Instrument, Lender may, at its option, require immediate payment in full

natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security

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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 boxe(s)]

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 V.A. Rider Other(s) [specify]

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.

Jeffrey R. Hamilton _____ (Seal) _____ (Seal)
JEFFREY R. HAMILTON _____ Borrower _____ Borrower
Social Security Number 343-56-2495 Social Security Number 343-56-2495
(Seal) _____ (Seal)
Social Security Number _____ Social Security Number _____
Borrower Borrower

STATE OF ILLINOIS

COUNTY OF DuPage } SS:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

JEFFREY R. HAMILTON

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instruments as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28TH day of FEBRUARY

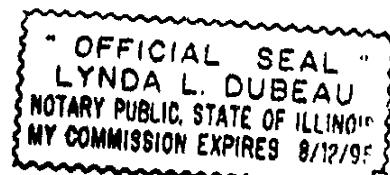
1992

My Commission Expires: 8/12/95

Lynda L. Dubreau (SEAL)

Notary Public

This instrument prepared by: Laura Chuck



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08/08/2015 10:09:23

MULTISTATE CONDOMINIUM RIDGE-EDGE-FARMLANDS MEET UNINCORPORATED

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in this Credit Agreement.

F. Remedies. Borrower does not pay condominium dues and assesses me this 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 and Lender agrees 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.

(i) The abandonment or termination of the Goodwill in Project, except for abandonment or termination of substantial desirability by the other causality in the case, is a taking by condemnation or abandonment of the property of the Project.

(ii) Any amendment to any provision of the Constitution, documents or the provisions of the Project which permit alteration of professional management and acquisition of self-management of the Owners Association.

E Lender's Prior Consent. Borrower shall pay, except after notice to Lender and with Lender's prior written consent, either partial or

meantime in a public notice shall be liable to imprisonment or fine, or both, and also to costs of prosecution in form, amount, and extent of coverage to Lender.

In the event of a (strategic) loss or damage to the property, the Borrower shall immediately proceed to repair/rectify such damage at his own expense and shall bear all costs and expenses incurred by the Lender in connection therewith.

(iii) Borrower, or obligor under this insurance contract to insure against hazard insurance coverage on the Property is deemed satisfied to the extent that the original notice of any lapse in required hazard insurance coverage.

(d) I understand that my failure to pay rent when due will result in my being liable for late fees and interest on the unpaid amount.

Bylaws; (iii) codes of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed on it to the Consultant Document.

A Correspondence Document Description Block will perform all of Borrower's obligations under the Correspondence Project's Correspondence Document Description Block if (i) Correspondence Documents are the (ii) Declaration of any other document which creates the Correspondence Project's Correspondence Document Description Block if (iii)

CONDONIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender shall also contain such covenants as the parties may agree upon.

CONTRAKT HOMES AT TALBOOT 3 MILLE CONDOMINIUM PROJECT
Name of Condominium Project

The Project includes a unit in together with an undivided interest in the common elements of, a condominium project known as:

CONDOMINIUM RIDER

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Property of Cook County Clerk's Office

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No. 129032

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 28TH day of FEBRUARY 19.92..... 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 MID-AMERICA MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..... 1079 TALBOTS LANE UNIT #108 ELK GROVE VILLAGE, ILLINOIS 60007

(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 APRIL 1ST , 20.22....., 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 up to that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

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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.

 (Seal)
JEFFREY R. HAMILTON Borrower (Seal)
Borrower

..... (Seal)
Borrower (Seal)
Borrower

(Sign Original Only)

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