

UNOFFICIAL COPY

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.
8100 OAK LANE
MIAMI LAKES, FL 33016
LOAN NUMBER: 50-512778-2

1992 OCT -6 PM 12:46

92741468

92741468

[Space Above Title Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 20TH , 1992**
The mortgagor is **JOHN A. ARENDS AND DIANE M. ARENDS, HUSBAND AND WIFE**

LOAN AMERICA FINANCIAL CORPORATION
which is organized and existing under the laws of **FLORIDA**
8100 OAK LANE, MIAMI LAKES, FL 33016

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

, and whose address is

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED NINETY FIVE THOUSAND AND NO/100
Dollars (U.S. \$ 195,000.00). 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
NOVEMBER 1ST, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage,
grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 54 IN BLOCK 1 IN EVERGREEN SUBDIVISION NO. 2 OF PART OF THE SOUTH
EAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

338

PIN #02-18-415-025

92741468

which has the address of **5166 N. TAMARACK DRIVE**
[Street]

, **BARRINGTON**
[City]

Illinois **60010**
[Zip Code]

("Property Address"):

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1878L1 (8103)

MFIL9141-04/91

Form 3014 9/98 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■

To Order Call: 1-800-636-6783 □ FAX 819-701-1101

UNOFFICIAL COPY

100-100-100-100-100-100-100-100-100-100

תלמוד תורה קדשו

It is based on the fact that the more one uses a word, the more it tends to become a cliché.

Borrower shall immediately discharge any sum which has previously accrued by the Society instrument unless Borrower: (a) agrees with the Lender to the payment of the debt upon such terms as may be agreed between them; or (b) complies in good faith with the requirements of the Society instrument.

2. Application of "Leases". Leases stipulations shall provide otherwise, all payments in arrears by Lessee under paragraph 1 and 2 shall be applied first, to any proper moral charges due under the Note; second, to monies payable under paragraph 2. Third, to accrued due, fourth, to principal due, and last, to any less charges due under the Note.

Upon payment in full of all sums accrued by the Security Instrument, Lessor shall promptly refund to Borrower any funds held by Lender at the time of acquisition, and as a credit against the sum

If the Friends held by Leander exceed the summae perindead to be held by applicable law, Leander shall account to him for the sum exceeding his holding.

The Funds shall be held in an account whose deposits are insured by a federal agency, automatically, or at any time the Leader is sick or disabled (including Leader, it Leader is sick or disabled) or in my Federal Home Loan Bank. Leader shall apply the Funds to pay the Federal Home Loan Bank for holding and applying the Funds, naturally multiplying the second occasion, or very long the Second loan, until Leader pays Borrows money on the Funds and insurable loans to Leader or under such a charge. However, Leader may require Borrower to pay a one-time charge for an independent real estate or repairing service used by Leader in connection with his loan, unless as applicable law provides otherwise.

LINCOLN COFFEEHANTS. BONNERS AND LORNE COFFEEHANTS. REPEPWEET AND LAKE CHARTERS. BONNER HALL PROUDLY PRESENTS THE

During negotiations by Japanese companies to obtain a nuclear security instrument covering real property.

the *Principia Mathematica* the rule is to the *Principia Mathematica* applies all criteria and demands, subjective to any

NONOVERNMENT COOPERANTS shall have power to lawfully exercise of the rights heretofore conveyed and has the right to maintain all of the foregoing in accordance to the same authority granted to the property.

UNOFFICIAL COPY

9 2 7 4 1 1 6 8

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably 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 paragraph 7.

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. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. 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 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with 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 repair or 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 exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage 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 Lender security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest 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 this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee 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 Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for 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, paying reasonable attorney's 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 payment.

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 mortgage 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 month 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends, in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

UNOFFICIAL COPY

0-059-000-111-745 345 318-700-111

(cont'd. from p. 876) Max. value was

ITEM 10764 (1010)

If Lenders exercise this option, Borrower 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, or pay these sums prior to the expiration of this period. Lender may invoke any remedies provided by the Security Instrument without notice or demand of a demand note.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) to a third party, the transferor shall be liable to Lender for all obligations under this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or regulation.

11. Governing Law; Severability. This Security Lien shall be governed by federal law and the law of the State of California. In the event of a conflict between the governing laws of California and the governing laws of the United States, the provisions of the United States shall control.

14. **Notices.** Any notices to Burrowes or provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise specified below. The notice shall be directed to the address of the debtor mentioned. The notice shall be directed to the address of the debtor mentioned. Any other address may be used if the debtor has given written notice to Burrowes of such change. Any notice provided for in this Security Instrument shall be deemed to have been given to Burrowes or Lender when given as provided.

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 usually interpreted so that the interest of ordinary charges collected or to be collected in connection with the loan exceeds the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce such charges, and that law is usually interpreted so that the interest of ordinary charges collected or to be collected in connection with the loan exceeds the permitted limit, then: (b) any sum already collected or to be collected as a partial prepayment 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 premium or fee under the Note.

12. Successors and Assignees: Joint and Several Liability; Co-signer. The coverments and agreeements of this S-
Security Instrument shall bind and beentit, the successors and assignees of Lender and Borrower, subject to the provisios of
S-
be made by Lender and Borrower, its coverments and agreeements 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 mortgagee, trustee and conveyee that
Borrower's interest in the Property under the Note, (b) is not personally obligated to pay the
sums recited by this Security Instrument, and (c) agrees that a Lender and any other Borrower may agree to extend, modify,
change or release the Note, (d) is not personally obligated to pay the
amounts of moneys so commended to the terms of this Security Instrument or the Note without the
knowledge of Lender, C-
Holder and Assignee.

11. Borrower shall use all of the monies payable under this Note to pay premiums or fees of the type charged the ultimate holder of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settle a claim for damage, 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, as it option, either to restoration or repair of the Property or to the same account, or, this Security Instrument, whether or not then due.

In the event of a loss resulting in the recovery, the proceeds must be applied to the payment of the sum due, with any excess paid to Borrower. In the event of a partial taking of the Property in condemnation, whether or not due, with any excess paid to Borrower, the proceeds must be applied to the payment of the sum due, with any otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument which or not the sums received immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law requires the taking to be taken at the amount of the sum due, the fair market value of the sum due.

any consideration of other factors of any part of the property, or the conveyance in trust of commonhold, the
messaged and shall be paid to Lender.

UNOFFICIAL COPY

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

UNOFFICIAL COPY

Form 3814 5190 (page 6 of 6 pages)
FAX 618-242-0500 □ FAX 618-242-1151
MAIL 2701 S. 100th Street, Suite 100, Milwaukee, WI 53211-3701

MAIL 2701 S. 100th

6100 OAK LANE, MILWAUKEE, WI 53216

(Address)

(Name)

LOAN AMERICA FINANCIAL CORPORATION,

This instrument was prepared by

Nancy Publice

8514

My Commissioned Notary
Notary Public, State of Illinois
My Commissioned Notary
J. SCHILKE

"OFFICIAL SEAL"

My Commissioned Notary

Given under my hand and official seal, this

28TH

day of SEPTEMBER, 1997

Year.

free and voluntary act, for the uses and purposes herein set
and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed
and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed
personally known to me to be the same Person(s) whose name(s) are

do hereby certify that JOHN A. ARENDS AND DIANE M. ARENDS, HUSBAND AND WIFE
, a Notary Public in and for said county and state,

County of DuPage

STATE OF ILLINOIS

Social Security Number _____

Borrower (Son) _____

Social Security Number _____

Borrower (Son) _____

Social Security Number 345-41-7808

Borrower (Son) _____

Social Security Number 338-62-4221

Borrower (Son) _____

Witness

Witness

Security Instruments and in my order(s) executed by Borrower and recorded with it
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in Page 1 through 6 of this

- | | | | | | | | | | |
|-------------------------|--------------------------|--------------------------------|--------------------------|-----------------------|--------------------------|--------------------|-------------------------------------|--------------------|--------------------------|
| Adjournable House Rider | <input type="checkbox"/> | Condominium Rider | <input type="checkbox"/> | Grandfathered Rider | <input type="checkbox"/> | Second House Rider | <input type="checkbox"/> | Other(s) (specify) | <input type="checkbox"/> |
| Biweekly Payment Rider | <input type="checkbox"/> | Planned Unit Development Rider | <input type="checkbox"/> | Rate Adjustment Rider | <input type="checkbox"/> | Revolving Rider | <input checked="" type="checkbox"/> | | X |
| 1-4 Family Rider | <input type="checkbox"/> | | | | | | | | |

Indicates the borrower and agreees to the Security Instruments as if the order(s) were a part of this Security
Instrument. The borrower, the servicer and successors of this Security Instruments as if the order(s) were a part of this Security
Instrument. The servicer, the borrower and successors of each such rider shall be incorporated into and shall succeed and
be bound by the terms, the conditions and the covenants contained in this Security Instruments.

Indicates the borrower and agreees to the Security Instruments as if the order(s) were a part of this Security

UNOFFICIAL COPY

BALLOON RIDER | Page 3 (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this **28TH** day of **SEPTEMBER**, 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 **LOAN AMERICA FINANCIAL CORPORATION** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5166 N. TAMARACK DRIVE, BARRINGTON, IL 60010
(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 **NOVEMBER 1ST, 2022**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

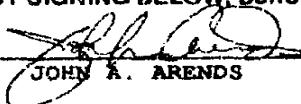
4. CALCULATING THE NEW PAYMENT AMOUNT

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

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions in Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinance option.

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


JOHN A. ARENDTS

(Seal)
Borrower


DIANE M. ARENDTS

(Seal)
Borrower

[Sign Original Only]

UNOFFICIAL COPY

Property of Cook County Clerk's Office