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Form 9014 8/90

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Page 1 of 5 Pages) (838 Rev. 04/81)

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 improvements and additions and 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 embodies uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS 60430 (Zip Code)
 which has the address of 1848 WEST 180TH PLACE (County)
 HOMERWOOD, ILLINOIS (City)
 Real Estate Tax ID: 32-08-218-004 TAX ID:

DEPT. OF RECORDING
 21522 N. STATE ST.
 CHICAGO, ILLINOIS 60614
 (773) 327-6072

92770607

LOT 7 IN BLOCK 2 IN THE SOUTHWEST, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

properly located in Cook County, Illinois.

and the Note, for the purpose of the Note, Borrower does hereby mortgage, grant and convey to Lender the following described security of the Security Instrument, and the performance of Borrower's covenants and agreements under the Security Instrument and modifications of the Note: (a) the payment of the debt evidenced by the Note, with interest, and all charges, expenses and costs of the Note, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 1998, and for interest at the yearly rate of 7.75%.

(U.S. \$ 101,281.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument (the "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 1998, and for interest at the yearly rate of 7.75%.

and whose address is 8801 MCALLISTER STREET, ARLING HEIGHTS, ILLINOIS 60014, and who is organized and existing under the laws of the State of Texas.

BARPLUS MORTGAGE CORP. (Borrower). The Security Instrument is given to

SCOTT A. BAXIER, HUSBAND AND WIFE
 DONNA M. BAXIER, HUSBAND AND WIFE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 08, 1998.

MORTGAGE

92770607

[Space Above This Line for Recording Date]

Volume: 10

LOAN #: 10415167



AFTER RECORDING RETURN TO:
 BARPLUS Mortgage Corp.
 480 EAST 22ND STREET
 SUITE 143
 LOMBARD, IL 60148

4127503
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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)

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

to health, safety or environmental protection. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. "Hazardous Substances" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. "Hazardous Substances" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. "Hazardous Substances" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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. "Hazardous Substances" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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.

19. Sale of Note; Change of Lender. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or otherwise transferred at any time prior to the date of the Note. 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 17 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the date of the Note (or such other period as applicable law may specify for reinstatement) before a 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 title 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, the right to reinstate shall not apply in the case of acceleration under paragraph 17.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand to Borrower.

16. 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.

15. 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 returned 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.

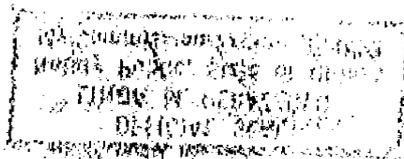
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until the New Note is fully paid. The result of this calculation will be the new amount of my principal and interest payment every month under Section 2 above, over the term of the New Note at the New Note Rate in equal monthly payments. Security instrument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

4. CALCULATING THE NEW PAYMENT AMOUNT

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

3. CALCULATING THE NEW NOTE RATE

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

2. CONDITIONS TO OPTION

find a lender willing to lend me the money to repay the Note. Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the interest rate equal to the "New Note Rate" determined in accordance with Section 3 below. If all the a new loan ("New Loan") with a new Maturity Date of NOVEMBER 01, 2022, and an At the maturity date of the Note and Security instrument (the "Maturity Date"), I will be able to obtain

1. CONDITIONAL RIGHT TO REFINANCE

the Security instrument or the Note); Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security instrument,

receive payments under the Note is call the "Note Holder." or anyone who takes the Note, the Security instrument and this Rider by transfer and who is entitled to "Note Date." I understand the Lender may transfer the Note, Security instrument and this Rider. The Lender The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the

THIS BALLOON RIDER is made this 5TH day of OCTOBER 19 92 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed or Trust or Deed to Secure Debt (the "Security instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrowers to BancPlus Mortgage Corp. (the "Lender") of the same date and covering the property described in the Security instrument and located at 1849 WEST 195TH PLACE, HOMEWOOD, IL 60430 (Property Address)

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

2017-11-25

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1081 Rev. 12/01

Page 2 of 2

Form 1081 (Rev. 12/01)

MULTI-STATE BALLOON RIDER - Single Family Home Uniform Instrument

2007-11-08

(Sign Original Only)

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

DONNA M. BAXTER

SCOTT A. BAXTER

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

B. 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 90 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 the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

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