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Return Recorded Doc To: **Banc One Mortgage Corporation** 9399. W. Higgies Boad, 4th Floor Research E 60018-4940 Affa: Post Closing Department

[Space Above This Line For Refording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

September 25, 1992

and whose

EUGENE RAYKHMAR & NATASHA PERESYPKINA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to SACO ONE MORTGAGE CORPORATION. DEPI-11 RECORD T

T#3333 TRAH 6599 10/19/92 15:02:00 *ータン・ファチ

COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF DELAWARE

address is BANK ONE CENTER/TOWER, 111 Monument Circle

INDIANAPOLIS, INDIANA 46277-0010

("Lander"). Borrower owes Lender the principal sum of

One Hundred Fifty-Six Thousand Six Hundred and No/100 ---

Dollars (U.S. \$ 158,800.00

This debt is evidenced by Borrower's note dated the same date as this Security Instancent ("Note"), which provides for monthly October 7, 1999 payments, with the full debt, if not paid earlier, due and payable on 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 pun graph 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 distributed property located in County, Hinolai.

LOT ONE HUNDRED TWENTY SIX (126) IN UNIT NO. 2, OF ROBERT W. KENDLER'S ADDITION TO MORTON GROVE, A SUBDIVISION IN THE SOUTH HALF (1/2) OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 2, 1958, AS DOCUMENT NUMBER 1832264.

10-18-314-017 P.I.M.*:

which has the address of 9004 OAK PARK

MORTON GROVE

Street, Cityl.

Illinois

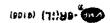
B0053 [Zip Code] ("Property Address");

Page 1 of 6

Form 3014 9/90 Amended 5/91

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT -6R(IL) (9105)

Page 2 of 6



1000 \$100 m107

of 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: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to provent the calorcement of the lien in, legal proceedings which in the Lender's opinion operate to provent the this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender nay give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more

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 lessehold 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 shall promptly furnish to Lender receipts evidencing the payments.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Security Instrument.

3. Application of Paymenta. Unless applicable law provides the Note; second, to amounts payable under paragraph 2; and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all aums secured by this Security Instrument, Lender shall formpily 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, ahall apply any Funds held by Lender at the time of acquisition or sale as a credit ar inst the sums secured by this

monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the transmits of the Funds at any lime is not sufficient to pay the Escrow Items when due, Lender may so notify Borrewer in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make the deficiency in no more than twelve to Lender the amount necessary to make up the deficiency.

made. The Funds are pledged as additional accurity for all sums accured by this Security Instrument.

The Funds shall be hold in an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow tems, unless Lender may not charge Borrower in large and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower in large charge for an independent real estate tax reporting service used by However, Lender may require Borrower in large charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable faw 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 ammuni accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was ammuni accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was

otherwise in accordance with applicable law.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (8) yearly leasesaments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly more premiums; (d) yearly flood insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly flood insurance premiums; (d) yearly flood insurance premiums, if any the relative floor floor in accordance with the provisions of peakgraph 8, in lleu of the payment of mortgage insurance premiums. These items are called "Eacrow Items!" Lender may, at any unic, collect and hold Funds in at amount in the feating better settlement procedures Act of 1974 as amount. If so, Lender may, at any time, collect and hold Funds in an amount not no exceed the lesser amount. Lender may, at any time, collect and hold Funds in an amount not any exceed the lesser amount. Lender may, at any time, collect and hold Funds in an amount so exceed the lesser amount. Lender may, at any time, collect and hold Funds in an amount so exceed the lesser amount. Lender may, at any time, collect and hold Funds and reasonable estimates of cutter become of future Escrow Items of catinates the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items of catinates of the manual of future factors in the factors in the sectors and the feating of expenditures of future factors items.

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

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

variations by jurisdiction to constitute a uniform security instrument covering real property.

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

All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

0.2774220

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and 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 Burrower.

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 Londer and Borovier 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 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 Iroperty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occurry he 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 Troperty. 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 Institution or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the zerion or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's increst in the Property or other material impalment 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 stater tents 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 coverants 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 onlying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

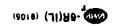
does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting 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

Form 8014 9/90 (A)

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pe severable!

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 ovent that any provision or clause of this Security Instrument or the Note which can be conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note wis declared to given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

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 applicable law requires use of another method. The notice shall be directed to the Property Address or any other address by notice to Lender shall be given by first class mail to Lender's address stated factoin or any other address Lender designates by notice to Borrower. Any notice provided for in this Security address stated factoin 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.

under the Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it.

13. Loan Charges. If the loas secured by thin 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, 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 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 reducing will be treated as a partial prepayment without to prepayment charge.

12, Successors and Assigns Bound; Joint and Several Liability. A calgnera. The covenants and agreements of this Security Instrument shall bind and benefit the nuccessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and socrail. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Learnment 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 security instrument or the Note virtout that Borrower's consent.

of amortization of the sums secured by this Security Daranment granted by Lender to any successor in interest of Borrower's successors in interest. Lender shall not be required to consmence proceedings against any successor in interest or reluse 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 a medy shall not be a waiver of or preclude the exercise of any right or remedy.

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; Forbearazet By Leader Not a Waiver. Extension of the time for payment or modification

by this Security Instrument, whether or not then due. Unless Lender and Borrower others in writing, any application of proceeds to principal shall not extend or postpone.

award or settle a claim for damneer, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lenderthia so days after the Property or to the sums secured the the Property or to the sums secured the thire Securety is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured the securety or to the securety or to the sums secured the securety or to the sums secured the securety or to the sums secured the securety or to the securety or the securety or to the securety or the securety or

whether or not then due, with any excess 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 equal to or greater than the amount of the aums accured by this secured by the sums accured by the sums accured by the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the partial taking of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the aums accured immediately before the taking is less than the amount of the aums accured immediately before the taking is less than the amount of the aums accured immediately before the taking is less than the amount of the aums accured immediately before the taking, unlessed. Borrower and Lender of the taking to tunless applied to the Property in which the taking or unless applied he otherwise provides, the proceeds shall be applied to the Property in abundance of the Bronwer that the condemner offers to make and the Property is abundanced by Borrower, or it, after notice by Lender to Borrower that the condemner offers to make and the Property is abundanced by Borrower, or it, after notice by Lender to Borrower that the condemner offers to make and the Property is abundanced by Borrower, or it, after notice by Lender to Borrower that the condemner offers to make and the Property is abundanced by Borrower, or it, after notice by Lender to Borrower that the condemner offers to make and the Property is abundanced by Borrower, or it, after notice by Lender to Borrower that the condemner offers to make and the Property is abundanced by Borrower, or it, after notice by Lender to Borrower that the condemner of the Borrower than the condemner of the Borrower than the Borrower

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, undertact or not then the process the process that matrice is nearly the process to the property in which the fair market.

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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

payments may no longer be required, at the option of Lender, if mortgage inaurance 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 and Lender or applicable law.

16. Borrower's Copy. Borrower shall be given one conformed 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) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that 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 Service: 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. Borrowic shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The price ling 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 fammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, 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 wires 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.

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| "OFFICIAL SEAL" "OFFICIAL SEAL" "OFFICIAL SEAL" | NOITARGAROS BEAGTRO | My Commission Expires: 3/12/94. This Instrument was prepared by: MARY ANN DI BANC DUE NO BANC DUE NO GR(1L) (9106) |
|---|--|---|
| s and purposes therein set forth. | , personally known to me to rectore me this day in person, and acknow to free and voluntary act, for the user the total for the user that the first said voluntary act, for the user that the first said voluntary act, for the user that the first said way of the firs | EVECUE PAYCHMAN AND MASSIMO AND AND MASSIMO AND LAISE SIGNED AND LAISE SIGNED AND CITICIAL SEAL, this Given under my hand and official seal, this |
| se: sounty and state do hereby certify that | County s Mobury Public in and for said | STATE OF ILLINOIS, |
| (Seal) -Borrower | (lgo2) 19wortod. | |
| (Bes) _cundyposed | HATATAN PERESY! | |
| ni bas instructed in this Security Instrument and in the fact of the security in the security of the security in the security of the security in the security of the security | | BY SIGNING BELOW, Borrower arcepts an Witnesses: |
| | Opec(8) {abecity} | A.V. [] |

Condominium Rider 14 Family Rider the covenants and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument.

X Balloon Rider Rate Improvement Rider Graduated Payment Rider Adjustable Rate Rider

Biweekly Payment Rider

Second Home Rider

Planned Unit Development Rider

[Check applicable box(e8)]

Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this September 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

BANC ONE MORTGAGE CORPORATION

BANK ONE CENTER/TOWER, 111 Monument Circle

INDIANAPOLIS, INDIANA 48277-0010

of the same date and covering the property described in the Security Instrument and located at:

(the "Lender")

9004 DAK PARK, MORTON BROVE, ILLINDIS

[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

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further compant and agree as follows (despite anything to the contrary contained in the Security Instrument or the

1. CONDITIONAL FIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan , and with an ("New Loan") with a new Maturity Date of October 1st . 20 22 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 (ne "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obliguaça to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resourcer 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 R an ancing 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 pryments 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 taxed 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 Pate will be a fixed rate of interest as will to the Federal National Matienal Association's association as a second payable of the Note Rate as a second payable of the

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 mand arry delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage roint (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and arrie 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 no greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Low 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, it the New Note Rate in equal monthly required under Section 2 above). 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 Cadress 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 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 \$250.00 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. | | | | |
|---|---------------------|-------------------------|-------------|--|
| Rin (Scal) -Borrower | Natasha Peresyptina | Khinau (Scal) -Borrower | BURELL RAYF | |
| (Scal) | | -Borrower | | |

[Sign Original Only]

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