



# UNOFFICIAL COPY

2005-30029

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 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 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 mortgage insurance premiums, if any; and (f) any sum 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 the 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 this 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 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 Lender subordinating the lien to 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 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.

DPS 1000

Form 3014 5-80

Initials \_\_\_\_\_

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Form 3014 9/90

8. Mortgagee Insurance. If Lender requires 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 institution, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It is understood by the parties hereto that if Lender will accept, use and retain these premiums as a loss reserve in lieu of mortgage insurance. Lender reserves the right to require that the premiums be paid by Borrower within the time the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these premiums as a loss reserve in lieu of mortgage insurance. Lender reserves the right to require that the premiums be paid by Borrower within the time the insurance coverage lapses or ceases to be in effect.

7, Leender does not have to do so.

secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Under 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 of repair is economically feasible and Lender's security is not lessened. If the restoration of property is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the uses preparatory to repair, 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, Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace the property or to pay 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, Lender may collect the insurance proceeds to repair or replace the property to pay sums

which shall not be unreasonably withheld. If Borrower fails to maintain coverage adequate to cover his liability, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

5. Hazard of Property Insurance. Borrower shall keep the property insured as hereinafter specified on the

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 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 the 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.

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

DPS 1992

Form 3014 8/90



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2005-30029

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 box(es))



Adjustable Rate Rider

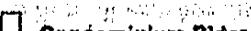


Graduated Payment Rider

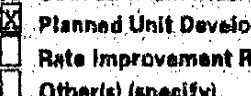


Balloon Rider

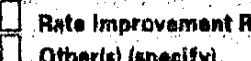
V.A. Rider



Condominium Rider



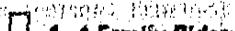
Planned Unit Development Rider



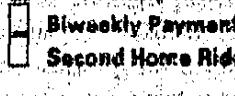
Rate Improvement Rider



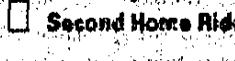
Other(s) (specify)



1-4 Family Rider



Biweekly Payment Rider



Second Home Rider

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.

Witness

SHEELAH K. MORIARTY

Borrower

(Seal)

Witness

Borrower

(Seal)

STATE OF ILLINOIS, COOK

County ss:

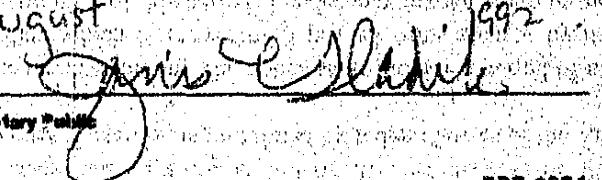
I, the undersigned  
county and state do hereby certify that  
SHEELAH K. MORIARTY, UNMARRIED PERSON

a Notary Public in and for said

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/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of August



My Commission Expires

"OFFICIAL SEAL"

JANIS L. SLADEK

Notary Public, State of Illinois  
My Commission Expires 1/6/96

Notary Public

DPS 1084

8697815272

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RIDER - LEGAL DESCRIPTION

THAT PART OF LOT 13 IN WHILLINGTON COURT, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1988 AS DOCUMENT NUMBER 88598270 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 36 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 13 A DISTANCE OF 70.56 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 24 SECONDS WEST 120.56 FEET; THENCE SOUTH 71 DEGREES 57 MINUTES 43 SECONDS WEST 24.79 FEET TO A POINT ON A CURVE, BEING THE WESTERLY LINE OF SAID LOT 13; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING THE WESTERLY LINE OF LOT 13; BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 63.00 FEET, HAVING A CHORD BEARING OF NORTH 47 DEGREES 58 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 11.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTH 63 DEGREES 43 MINUTES 30 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 13 A DISTANCE OF 123.20 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

07-33-104-122  
VOLUME 187

92581898

92581898

DPS 049

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*Property of Cook County Clerk's Office*

# UNOFFICIAL COPY

MULTISTATE PUD RIDEN - Single Family - Family/Freddie Mac/Multistate Corporation  
Form 3150-8/80  
DPS 1073  
BOSTON AREA

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazards, insurance proceeds in lieu of restoration or replacement following a loss to the property, or to common areas, and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the sums received by the SecuritY instrument, with any excess paid to Lender.

C. PUBLIC LIABILITY INSURANCE Borrower shall take such actions as may be reasonable to insure that the Owner's Assumption maintains a public liability insurance acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or taking of all or any part of the property or the common areas and facilities of the PUD, or for any Condemnation, are hereby assigned and shall be paid to Lender. Such proceedings shall be applied to the sums received by the SecuritY instrument as provided in this Agreement.

E. LENDER'S PRIOR CONSENt. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or alienate it to another or in the case of a bankruptcy by contribution or eminent domain;

(ii) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other causality or in the case of a taking by condemnation by a governmental authority or in the case of a taking by a corporation or entity;

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

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

F. REMEDIES If Borrower does not pay PUD dues and assessments when due, then Lender may foreclose, with sale of the property to Lender, or in the alternative, sue for the amount due and interest accrued from the date of the last payment.

G. SECURITY AGREEMENT This instrument is given to secure payment of the obligations set forth above, and Lender shall bear interest from the date of this instrument to the date of payment at the rate of twelve percent per annum.

H. GOVERNING LAW This instrument shall be governed by the laws of the State of California.

(i) The PUD, in addition to the coverments and agreements made in the Security Instrument, shall further covernant and agree as follows:

A. PUD CONTRACTS. Borrower shall perform all of Borrower's obligations under the PUDs. Covenants, in addition to the covenants made in the Security Instrument, and the uses, benefits and proceeds of Borrower's interest.

B. HAZARD INSURANCE. The Covenants of the PUD shall not affect the Duties and responsibilities of the Owners Association, Incorporation, trust or organization or any equivalent document which creates the Owners Association; and any by-laws or other rules or regulations of the Owners Association Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Covenants of the PUD.

C. CONSTITUENT DOCUMENTS. The Covenants of the PUD shall not affect the Duties and responsibilities of the Owners Association, Incorporation, trust or organization or any equivalent document which creates the Owners Association; and any by-laws or other rules or regulations of the Owners Association Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Covenants of the PUD.

D. BORROWER'S OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUDs. Covenants, in addition to the covenants made in the Security Instrument, and the uses, benefits and proceeds of Borrower's interest.

E. HAZARD INSURANCE. The Covenants of the PUD shall not affect the Duties and responsibilities of the Owners Association, Incorporation, trust or organization or any equivalent document which creates the Owners Association; and any by-laws or other rules or regulations of the Owners Association Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Covenants of the PUD.

F. LENDER REGULATIONS. Lender may require Borrower to obtain hazard insurance covering the property and the improvements thereon, and such insurance shall be in amounts and for periods, and with respect to hazards, including fire and hazards included within the term, extent and coverage, then Lender provides the services the provider in Uniform Government 2 for the monthly payment to Lender of the premium installments for hazard insurance on the property and the improvements thereon.

G. BORROWER'S OBLIGATION UNDER UNIFORM GOVERNMENT 5 TO MAINTAIN HAZARD INSURANCE COVERAGE ON THE PROPERTY IS DEEMED SATISFIED TO THE EXTENT THAT THE REQUIRED COVERAGE IS PROVIDED BY THE OWNERS ASSOCIATION ONLY.

located at	1135 REGENCY COURT, SCHAUERBURG, ILLINOIS 60193	(Property Address)
The Property includes, but is not limited to, a parcel of land imporoved with a dwelling, together with		other such parcels and certain common areas and facilities, as described in
THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD		The Property is a part of a planned unit development known as (the "Development")

1992 , and is incorporated into and shall be deemed to amend and supplement the Mortgages. Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to Secure Borrowers Note to MIDDLELAND FINANCIAL MORTGAGE, INC.

#### PLANNED UNIT DEVELOPMENT GUIDE

**UNOFFICIAL COPY**

其後，王氏之子，繼承其業，亦有成績。但到了清末民初，王氏之後，因時局變遷，多已遠徙他方，其後人也多已不知所終。

THE CHIEF USES OF THE BIRDS ARE FOR FOOD AND FEEDING. THE BIRDS ARE USED AS FOOD IN VARIOUS COUNTRIES, BUT THEY ARE NOT AS POPULAR AS IN THE PAST.

the same time, the work of the committee to complete the organization, and the formation of a new church in the same town.

108  
Presto que pasó el tiempo, se acordó de la promesa que le había hecho su hermano y se dirigió a su casa.

但說到底，這就是一個社會問題，一個社會道德問題。我們不能說，我們的社會道德是好的，我們的社會道德是壞的，我們的社會道德是中性的。我們的社會道德是好的，我們的社會道德是壞的，我們的社會道德是中性的。

“我就是想說，你這個人，真該死！你這個人，真該死！”

“*It is the duty of every man to do his best, and it is the right of every man to do as he pleases.*”

100  
The following table gives the results of the experiments made by the author on the effect of the different factors on the rate of absorption.

Such studies are important, and point to a number of interesting and useful areas of research.

在於此，我們應當對這些問題進行深入的探討。這將有助於我們更好地理解中國社會的變遷，並為未來的政策制定提供參考。

在這裏，我們可以說，當我們說「我」的時候，我們其實是在說「我們」。我們是「我們」，我們是「我們」。

在於，它沒有改變整個社會的價值觀念，沒有改變整個社會的道德標準，沒有改變整個社會的法律規範。

CE

THE GOVERNMENT OF INDIA HAS BEEN INVOLVED IN THE MEDIATION

在於此，故其後人所傳之書，多以爲子雲之筆。

1. *On the Nature of the Human Species*, by Charles Babbage, M.A., F.R.S., &c.

卷之三

在於此，故其後人之學，多以爲子思之傳。蓋子思之學，實出於孟子，而後人不知，故以爲子思之傳。

新嘉坡的華人，是中國人，是中國人，是中國人。

# UNOFFICIAL COPY

FORM 3180 3/90

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument

GES SdG

(SIGN ORIGINAL ONLY)  
BOSTON HARVARD  
Seal

**POWER**

~~remove log  
[eos]~~

GEORGE  
JONES

SHEENAH K. MORTARTY

BY SIGNING BELOW, BODILY, SOFTDWER AGREES AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED IN THIS BALLOON SLIDE.

#### **6. EXERCISING THE CONDITIONAL REFINANCING OPTION**

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 Noteholder 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 (d) all other sums due under the Note and Section 2 and (c) fees, costs, expenses, attorney's fees and other amounts required by law or contract to collect the Note.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

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 50-cent underwriter premium plus one-half of one percentage point ( $0.5\%$ ), rounded to the nearest one-eighth of one percent ( $0.125\%$ ) (the "New Note Rate"). The required net yield shall be applicable net yield in effect on the date and time of day that the Note Holder receives notes of my selection to exercise the Conditional Retirement Option. If this required net yield is not achievable, the Note Holder will determine the new Note Rate by

### 3. CALCULATING THE NEW NOTE RATE

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Refinability Date:

These conditions are: (1) I must still be the owner and occupant of the property subject to the Securitely Instrument (so "property"); (2) I must be current in my monthly payments and cannot have been late on any of the last 12 months; (3) no lien larger than \$0 days late or any other liens; (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 the Note Agreement.

Find a ladder willing to lend me the money to repair

At the maturity date of the Note and Section (the "Maturity Date"), will be able to obtain a new loan ("New Loan") with a new maturity date of September 3, 2023 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, I understand that the Note Holder is under no obligation to repay the Note from my own resources or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources if those conditions are not met. I understand that the Note Holder is under no obligation to "Conditionally Refinance" (Pardon), if the Note Holder is under no obligation to "Conditionally Refinance" (Pardon). If the Note Holder is under no obligation to "Conditionally Refinance" (Pardon), the Note Holder is under no obligation to "Conditionally Refinance" (Pardon).

#### 1. CONDITIONAL RIGHT TO REFINANCE

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in this Security Instrument or the Note further covenants and agreements as follows (despite anything to the contrary contained in this Security Instrument or the Note):

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." Underwriting the Lender may transfer the Note, Security interest and any other rights under the Note to anyone who takes the Note, the Securitization and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

SCHAUMBURG, ILLINOIS 60193  
1135 REGENCY COURT

(the "Lender") of the same date and covering the property described in the Security Instrument and located at

MIDLAND FINANCIAL MORTGAGES, INC.  
date given by the undersigned (the "Borrower") to secure the Borrower's Notes to

THIS BALLOON RIDER is made this 7TH day of AUGUST, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt of the Security Instrument of the same

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**BALLOON RIDER**

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