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DEPT-01 RECORDING

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T#444 TRAH 9902 10/27/92 11:54:00 #3914 : #-92-796832

COOK COUNTY RECORDER

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MORTGAGE

Loan # 325315-5

October 16, 1992 THIS MORTGAGE ("Security Instrument") is given on WILLIAM R. LARKIN and THERESA P. LARKIN, HIS WIFE

. The mortgagor is

("Borrower"). This occurity Instrument is given to LASALLE TALMAN BANK T.S.B.

A UNITED STATES CORPORATION

which is organized and existing under the laws of

(H) UNITED STATES OF AMERICA

, and whose

TINOIS 60634 address is 4242 NORTH HARLEM AVENUE, NORRIDGE,

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

one hundred fifty-four thousand and

Dollars (U.S. \$ 154,000.00

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 learning 1, 1999

This Security Instrument secures to Leader: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and medifications of the Noze; (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

LOT 5 IN BLOCK 6 IN SPRINGDALE UNIT NO. 2, BEING A SUBDIVISION IN THE WEST 1/2 OF SELTION 8, TOWNSHIP 38 NORTH, RANCE 12, EAST OF THE THIRD FRINCIPAL

MERIDIAN, IN COOK COUNT!, ILLINOIS.

7.39.832

PIN 18-08-320-003 which has the addiess of lllinois

5119 ELLINGION AVENUE ("Property Address"); WESTERN SPRINGS

(Street, City).

RLINOIS-Single Fernity-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

68(IL) (8101)

VAIP MORTGAGE PORMS - 12131783-8100 - (800/521-7281

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Form 3014 9/90



more of the actions set forth above within 10 days of the giving of notice. this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions athir tiable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

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. Funds held by Leader. If, under paragraph 21, Leader shall acquire or sell the Property. Leader, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Leavist shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion. shall pay to Lender the amount necessary to make up the deficiency. Bor ower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so kelify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable less. If the amount of the Funds held by Leader at any

If the Funds held by Lender exceed the amounts permitted to the held by applicable law, Lender shall account to Borrower debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall act be required to pay Borrower any interest or estnings on the Funds. used by Lender in connection with this loan, united applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service venitying the Escrow items, unless Lender nav. Borrower interest on the Funds and applicable law permits Lender to make such Escrow Items. Lender may not charge Bornewer for holding and applying the Funds, annually analyzing the escrow account, or (including Leader, if Leader is such an in thinkion) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the The Funds shall be held in a matinuion whose deposits are insured by a federal agency, instrumentality, or entity

Escrow Items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage local may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, a Luy time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if any; (e) yearly morigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments Leader on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM CCVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

now exiting or hereafter erected on the '5. Hazard or Property Insurance. Borrower shall keep the improvement Property insured against loss by fire, hizards 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 mide 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 Porrower 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 equisition shall pass to Lender to the extent of the sums secured by this Security Instrument

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. immediately prior to the acquisition. 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 florrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or compact waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun has in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a 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 insecurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loss 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 Dr. rower 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 protest 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take so ion under this paragraph

Any amounts disbursed by Lexuler under this paragraph 7 shall become additional debt of Borrower secured by this 7. Lender does not have to do so. 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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security payment. Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the general content of the content of 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 moregage 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 yeariy 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

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

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

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

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

make any accommodations with regard to the terms of this Security Instrument or the Note without that 30, lower's consent. secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree 19 extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mo. 1, 28.5, grant and convey that paragraph I7. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security instrument shall bind and benefit the successors and assigns of Lender and Borrew's, subject to the provisions of 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. It covenants and agreements of this

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the evercise of any right or remedy. of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's commence proceedings against any successor in interest or refuse to extend time it syment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Len et to any successor in interest of Borrower shall

postpone the date of the monthly payments referred to in paragraphs (and 2 or change the amount of such payments. Lt. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not then due. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

award or settle a claim for damages, Borrower fails to respons to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if, after desire by Lender to Borrower that the condemnor offers to make an be applied to the sums secured by this Security Instrument we after or not the sums are then due.

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

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection 4 and a or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in ac. or lance with any written agreement between Borrower and Lender or applicable law. the premiums requised to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage at Lender recuirs) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may a) longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period 17. Transfer of the Property of a threeficial interest in Boseowers if an or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Boseowers is sold or transferred and Boseower 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, Lencer 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 hereo; shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under maragraph 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 note 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 unelated 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 are cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower stall 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 Sub tarkes 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, "Hazar lous 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. Born-wer 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 any any recordation costs.
 - 23. Waiver of Homestead. Borrower wrives all right of homestead exemption in the Property.

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Form 3014 ,9/90

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BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

Case ID: Loan # 325315-5

THIS BALLOON RIDER is made this 16th day of October , 1992 . 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

LASALLE TALMAN BANK F.S.B.

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

5119 ELLINGTON AVERUE
WESTERN SPRINGS, ILLINOIS 60558
(Property Address)

The interest rate state 2 on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may graysfer 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 radition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and race 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 Institution (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of Activation 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 Refine acting Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to reference or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resource; 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 without to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and carnot 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 z 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%)

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument

Form 3180 12/89

Page 1 of 2

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VMP MORTGAGE FCMMS - (313)293-8100 - (800)621-7291

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(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 flotder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accracy but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will raivise 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 nave 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 monthip 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 coals associated with exercising the refinance option.

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

William R. Larker	(\$cal)
WILLIAM R. LARKIN	-Воп же
THERESA P. LARKIN, HIS WIFE	(Seal)
<u> </u>	(Seal)
(Sign O	(Seal) -Borroweriginal Only

