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COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAIL TO:

NORWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1200 MIDWEST PLAZA WEST
801 NICULLET MALL
MINNEAPOLIS, MN 55402-2627

92 NOV 12 PM 3:26

92846267

358

(Space Above This Line For Recording Data)

MORTGAGE

828709

ILCM-3014-C-1

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 03, 1992
THOMAS W. BURKE AND KATHLEEN G. BURKE, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is P.O. BOX 5137, DES MOINES, IA 503065137

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ ****125,000.00).

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 DECEMBER 01, 1999 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

(*SEE ATTACHED LEGAL DESCRIPTION*)

TAX STATEMENTS SHOULD BE SENT TO:

NORWEST MORTGAGE INC.,, P.O. BOX 5137, DES MOINES, IA 503065137

which has the address of 568 EAST PARKWAY RIVERSIDE [Street, City],
Illinois 60546 [Zip Code] ("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

DRAFT-6R(L) (91091)

VMP MORTGAGE FORMS - (313)293-8100 - 10001821-7201

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Form 3014 9/90
Amended 8/91

Box 208

92846267

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NORWEST MORTGAGE, INC.
PO BOX ISLAND SQUARE, SUITE 220
Naperville Public, State of Illinois
BRIAN JOSEPH DAKEY
FAX 3014 9/80
"OFFICIAL SEAL"

ST. CHARLES, IL 60174-0002
1 WEST ILLINOIS STREET
This instrument was prepared by:
Page 6 of 6

My Commission Expires:

Notary Public

GIVEN under my hand and official seal, this 3RD day of NOVEMBER 1992
Signed and delivered the said instrument as **CHIEF** free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **I, thd.**,
personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY AS:
I, **KATHLEEN G. BURKE**, a Notary Public in and for said county and state do hereby certify
that THOMAS W. BURKE AND KATHLEEN G. BURKE, HUSBAND AND WIFE

Borrower
(Seal)

Borrower
(Seal)

KATHLEEN G. BURKE
(Seal)

THOMAS W. BURKE
(Seal)

in my office(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- Check applicable box(es):
21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument. ILCS - 301-425-6
- V.A. Rider
Balloon Rider
Graduated Payment Rider
Planned Unit Development Rider
Blended Payment Rider
Family Rider
Conditional Rider
Adjustable Rate Rider
Other(s) [Specify]

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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 Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

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

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

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

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

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

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Borrower shall provide any funds which it has priority over this Security Instrument to pay taxes, assessments, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. In addition to the Security Instrument, Borrower shall provide 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.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If Borrower owes payment, Borrower shall promptly furnish to Lender all notices of nonpayment to be paid under this paragraph. To the person owed payment, Borrower shall provide in paragrapgh 2, or if not paid in that manner, Borrower shall pay them on time directly these obligations in the manner provided in paragrapgh 2, or if not paid in that manner, Borrower shall pay them on time directly which may affect this Security Instrument, and Lender's obligation to pay funds held by Lender's option to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) commences in good faith the lien by Lender's affidavit enforcement of the lien within 10 days of the giving of notice;

(c) Borrower shall provide any funds which it has priority over this Security Instrument unless Borrower: (a) agrees to the payment of the amount due; fourth, to principal due; and last, to any late charges due under this Note;

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

4. Chargeat of Payments. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the property

held by Lender to Lender, to pay to principal due; and last, to any late charges due under this Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

6. Securitly Instruments. Lender shall apply any funds held by Lender in the time of acquisition of sale in a credit against the sums secured by

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the property, Lender, prior to the acquisition or sale of the property, shall apply any Funds held by Lender in the time of acquisition of sale in a credit against the sums secured by

Funds held by Lender in the amount necessary to make up the difference between the amount of the Funds held by Lender in the time of acquisition of sale in a credit against the sums secured by Lender in the time of acquisition or sale

which may affect this Security Instrument, Lender, shall promptly refund to Lender any amount held by Lender in any

excess Funds held by Lender exceeding the amount permitted to be paid by applicable law, Lender shall account to Borrower

if the Funds held by Lender exceed the amount secured by this Security Instrument.

If the Funds held by Lender exceed the amount secured by this Security Instrument, the Funds held by Lender shall make up the difference between the amount necessary to make up the difference between the amount of the Funds held by Lender in the time of acquisition of sale in a credit against the sums secured by Lender in the time of acquisition or sale

which may affect this Security Instrument, Lender, shall promptly refund to Lender any amount held by Lender in any

excess Funds held by Lender exceeding the amount permitted to be paid by applicable law, Lender shall account to Borrower

if the Funds held by Lender exceed the amount secured by this Security Instrument.

Excess funds or otherwise in accountance with applicable law.

Lender may settle the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

set 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 loan, may require for Borrower's account under the federal Residential Real Estate Settlement Procedures Act

Lender may, at any 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, if any; and (d) yearly

or round rents on the property, if any; (e) yearly hazard or property insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with

Lender on the day monthly payments are due under this Security Instrument as a lien on the property; (g) yearly taxes and assessments which may affect this Security Instrument as a lien on the property; (h) yearly real estate tax payments

2. Funds shall be held in an institution whose deposits are insured by a federal agency, insurancability, or entity

providing Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurancability, or entity

providing Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the

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

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

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

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

BORROWER COVENANTS that Borrower is lawfully entitled to the security instrument as the "Property".

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

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

frame and convey 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, except to any encumbrances of record.

BORROWER COVENANTS that Borrower is liable for all damages and expenses of removal of fixtures now or hereafter a part of the property.

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Form 301A 9/90

be in effect, Lender will accept, use and retain these proceeds in lieu of mortgagor insurance. Lender reserves one-twelfth of the yearly insurance premium paid by Borrower when the insurance coverage is based on subsisting liability equitably insuring his insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to ten percent of the amount of previous monthly coverage previously in effect, from all subsequent insurance paid by Lender. It cost to Borrower of the amount of previous monthly coverage previously in effect, to be in effect, at a cost substantially equivalently insuring his insurance coverage covered by Lender by Lender.

8. Mortgagor shall pay the premiums required to maintain the insurance of making the loan secured by this Security payment. Borrower shall pay the insurance premiums now existing or exceeding the amount of insurance of making the loan secured by this Security payment.

due of disbursement in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding due of disbursement, unless Borrower and Lender agree to other terms of payment, unless monies shall bear interest from the security instrument, unless Borrower and Lender shall become indebted debt of Borrower secured by this

Any amounts disbursed by Lender under this paragraph 7 shall become indebted debt of Borrower secured by this

7. Lender does not have to do so.

reasonable attorney fees and costs relating on the Property to make repairs. Although Lender may take action under this paragraph paying any sums secured by a lien which his priority over this security instrument, paying in court, paying in trial for whatever is necessary to protect the value of the Property and Lender's rights in the property, Lender's actions may proceed in bankruptcy, provide, for condemnation or forfeiture or to enforce laws or regulations, when Lender may do and this Security instrument, or where it is legal proceeding that may significantly affect Lender's rights in the Property such as a leasehold, Borrower shall pay the loan application process, give notice immediately to the lessor to perform the covenants and agreements contained in leasehold and the fee the lessor shall not receive unless Lender agrees to the merger in writing.

Borrower, during the loan application process, give notice immediately to the lessor, a security interest, Borrower shall be in default if Lender's good faith determination, proceedings for release of the Property as a result of failure or other mannered that, in Lender's good faith determination, proceedings for release of the Property, it interests in the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a result of failure or other mannered to provide Lender with any material information in connection with the loan application or termination or statements to Lender or during the loan application process, a security interest shall be in default if Lender's good faith determination of the Property or otherwise materially impacts the lessor's right to enforce its right to any interest of the Property, allow the Property to deteriorate, or cause Lender waste on the Property, Borrower shall be in default if any extension of time Lender granted, whether civil or criminal, is beyond the Lender's good faith judgment could result in forfeiture of the Property, unless Lender has been granted a reasonable extension of time Lender's security interest, Borrower may hold the Property for a reasonable time Lender to the lessor, or extend the lease or renew the lease for at least one year after the date of occupancy, unless Lender otherwise agrees to writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall continue to be in effect, until six days after the execution of the Property as Borrower's control. Borrower shall not destroy, damage or impair the extension of this Security instrument and shall continue to be in effect, until six days after the execution of the Property, unless Lender is willing to accept the Property as Borrower's control, which consent shall not be unreasonably withheld, or unless Borrower shall occupy, establish, and use the Property in writing, any application of proceeds to principal shall not extend or terminate prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Loan Application Transfers. Unless Lender makes payment prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument under paragraph 2 of the Property is needed by Lender, Borrower's right to any insurance policies and proceeds resulting from payment of the due date in the monthly payments referred to in paragraphs 1 and 2 or during the amount of the payments. If Lender makes payment to the lessor Security instrument shall not be applied to principal of proceeds to principal not extend or

Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree to write, the 30-day period will begin when the note is given. Lender may extend or shorten by this Security instrument, whether or not then due. The 30-day period will begin when the note is given.

Lender may extend the insurance proceeds, Lender may use the proceeds to restore the Property or to pay sums Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property from Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then secured by this Security instrument, whether or not then due, within any excess paid to Borrower. If Borrower abandons the property is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums excepted to the lessor. In the event of repossessing the property is economically feasible and Lender's security is not lessened, if the restoration or property damaged, if the restoration of repossessing the property is within, insurance proceeds shall be applied to restoration or replacement of the property or equipment or fixtures in writing, insurance proceeds shall be applied to restoration of the property or equipment or fixtures in writing, insurance proceeds shall be applied to replacement of the property or equipment or fixtures in writing.

All insurance policies and renewals shall be acceptable to Lender and shall stand intact until notice to Lender or bad premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of option, which shall not be unreasonable within notice to protect Lender's rights to maintain coverage above, Lender may, at Lender's

property insured against loss by fire, hazards included within the term "extending coverage" and any other hazards, including floods or floods, 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 unreasonable within notice to protect Lender's rights to maintain coverage above, Lender may, at Lender's

9. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

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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's 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.

92846287

MAIL TO:

NORWEST MORTGAGE, INC.

828739 / MULTISTATE DOCUMENTATION

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BALLOON RIDER

PROJECT PLAZA WEST

(CONDITIONAL RIGHT TO REFINANCE)

7 0 4 6 2 6 7
BALR-3180

MAILING ADDRESS

THIS BALLOON RIDER is this 03 day of NOVEMBER , 19 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 NORWEST MORTGAGE, INC.

(the "Lender")

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

568 EAST PARKWAY

RIVERSIDE

, IL 60546

[Property Address]

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

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

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of DECEMBER 1ST 2022 , 20 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) my liens (except for taxes and special assessments not yet due and payable) against the Property, other than the lien I grant Lender in my original Security Instrument, must be subordinated to Lender's new first lien to be filed by Lender to refinance my loan at Maturity. If for any reason Lender would not have a first lien upon the Property upon loan refinancing, I understand that Lender will not refinance my loan; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

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

4. CALCULATING THE NEW PAYMENT AMOUNT

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

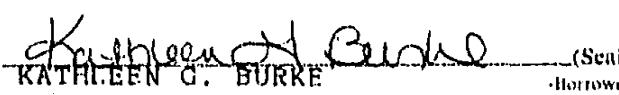
5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions 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 understand the Note Holder will charge me an origination fee of 1.00% or \$500, whichever is less.

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



(Seal)
-Borrower


KATHLEEN G. BURKE
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower
Sign Original Only!

92846267

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 2 0 4 3 2 6 7

MAIL TO:

NORWEST MORTGAGE, INC.
CUSTOMER DOCUMENTATION
100 MORTGAGE PLAZA WEST
PO BOX 140000
MINNEAPOLIS, MN 55402-2527

LEGAL-LEGAL

LEGAL DESCRIPTION

LOT 44 IN MANCO AND MORRIS' RESUBDIVISION OF LOTS 1494 TO 1501
IN BLOCK 41 IN THIRD DIVISION OF REIVERSIDE, IN THE SOUTH
EAST 1/4, OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED OCTOBER 3, 1923, AS DOCUMENT 8132369, IN COOK COUNTY,
ILLINOIS.

PERMANENT INDEX NUMBER: 15-25-404-022-0000

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