92850202

This instrument was prepared by:

OMAKGARETTEN & COMPANY INC
625 NORTH CT PALATINE, IL 60067 60904195 MORTGAGE THIS MORTGAGE ("Security Instrument") is given on October 30th. 1992 The mortgagor is DIMITRIJE RANCIC, MARIJA RANCIC, , HIS WIFE

("Borrower").

This Security Instrumer, is given to

MARGARETTEN & COMPANY, INC. under the laws of the State of New Jersey

, and whose address is

which is organized and existing

One Ronson Road, ise in, New Jersey

08830

("Lender").

Borrower owes Lender the principal sum of

Dollars Eighty- Three Thousand, and 00/100 . This debt is evidenced by Borrower's note dated the same date as this Security [U.S. \$ 83,000.00]. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides a monthly payments, with the full debt, if not paid earlier, due and payable on November 1st, 1997 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all enewals, 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 Scruity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

THE EAST HALF OF LOT TWENTY TWO (27) AND THE WEST 22 1/2 FEET OF LOT TWENTY THREE (23) IN BLOCK FIFTY (50) IN THE HULBERT MILWAUKEE AVENUE SUBDIVISION, BEING A SUB-DIVISION OF LOT B AND PART OF LOT D IN THE PAINE ESTATES DIVISION IN THE EAST HALF OF THE SOUTH WIST QUARTER OF SECTION TWENTY FIVE (25), TOWNSHIP FORTY O'F (41) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIn #00-25-313-045-0000

DEPT-01 RECORDINGS TRAN 4301 11/13/92 15:03:00 # \*-92-850202 COUNTY RECORDER T#8888

42850202

("Property Address");

which has the address of

W FARGO

CHICAGO, IL 60648

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

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT MAR-1205 Page 1 of 5 (Rev. 5/91)

Form 3014 9/90

N.

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.

The following Riders are attached: Balloon 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.

	M. J	tb/	ואין בין	My Commission expires:
661	day of October	,	,	Given under my hand
	(sister) subscribed to the foregoing is signed and delivered the said instrument.		on, and ack	before me this day in perso
	y and state, do hereby certify to at	, HIS WIFE C, HIS WIFE	E KANCI	DIMITRIJ
	Ox :si	юк	၀၁	STATE OF ILLINOIS,
	Coop			
	w Actroenfederal	Borrower		
		-Borrower	T <sub>S</sub> C	
	C' HIS MIRE-BOLLOMET	ONAR ALIRAM		
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ILTINOIS-BINCITE EVMITA-ENMY/FHLMC UNIFORM INSTRUMENT

"OFFICIAL SEAL"

"OFFICIAL SEALS

WY Commission Expires 12/14/94

WY Commission Expires 12/14/94

MARGARETTEN & COMPANY, INC.

MAR-1305 Page 5 of 5 (Rev. 5/91) September MAR-1305 (Rev. 7/17)

ROOTS GREAT AND SEED CAL COPY

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 sums 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. § 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 Escow 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 Lei der exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in account once 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 sourced by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 41, 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 I and 2 shall be applied: first, to any prepayment of process due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and lest, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, as essments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and eccephold 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 marner 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 agree men' 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 firm Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now misting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, sender 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 morgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by 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 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 the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the 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

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

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

costs of title evidence.

incurred in puraning the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further defense of Borrower to acceleration and foreclosure. It the default is not cured on or before the date specified in the notice, to relustate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security 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 law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not of any coverant or agreement in this Security Instrument (but not prior to acceleration under Para pri 17 unless applicable

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration (oil Juing Borrower's breach MON-UNIFORM COVENAVIS. Borrower and Lender further covenant and agree & follows:

that relate to health, safety or environmental protection.

in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this Paragraph 20, "Hazardous Substances" are those substances actioned as toxic or hazardous substances take all necessary remedial actions in accordance with Environmental Lave

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

residential uses and to maintenance of the Property. on the Property of small quantities of Hazardous Substan ses hat are generally recognized to be appropriate to normal

that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

contain any other information required by applicable is w. the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also will be given written notice of the change in accordence with Paragraph 14 above and applicable law. The notice will state be one or more changes of the Loan Servicer, "trelated to a sale of the Note. If there is a change of the Loan Servicer, Bottower as the "Loan Servicet") that collects morthly payments due under the Note and this Security Instrument. There also may Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known

19. Sale of Note; Change of Loat Stretcer. The Note or a partial interest in the Note (together with this Security

not apply in the case of acceleration under Paragraph 17.

obligations secured hereby shall rem in fully effective as if no acceleration had occurred. However, this right to reinstate shall by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the that the lien of this Security Inspiriment, Lender's rights in the Property and Borrower's obligation to pay the sums secured including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure (b) cures any default of or or the covergate or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; Security Instrumety: or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) applicable law hary specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of ting Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

De severable,

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

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's 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

en shall not be unreasonably withheld, after the date of occupancy, amess Lend or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security 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 inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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 protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph

7, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrumer. Vinless 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 Insurince. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower sha's pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage equired by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 injury approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain inortgage 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.

The proceeds of any award or claim for damages, direct or consequential, in connection with any 10. Condemnation. 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 remainal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the ariount of such payments.

pone the due date of the monthly payments referred to in raragraphs 1 and 2 of change the arrower or modification to 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time to rayment or modification to 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time to rayment or modification to 12. The transfer of the time to 12. The transfer of the transfer of the time to 12. The transfer of 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 wherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the or what 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

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.

## UNOFFICIAL COPY

Property of Cook County Clerk's Office

## UNOFFICIAL: COPY ...

## 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 reasonable fees and the costs associated with exercising the refinance option.

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

G BELOW,

OF COMMAN.

OF COMMAN.

OF COMMAN.

OF COMMAN.

## **UNOFFICIAL COPY**

(Conditional Right to Refinance)

561 20609

to yab THIS BALLOON RIDER is made this October, 1992

adi nebau gaitziks bas basinagap (ba) yasamoù & dattenagha**m dao**N Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure

BALLOON RIDER

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

understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I 13, 2 3 T CHICAGO, IL 6 V 9 0 9

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower the "Mute Holder."

Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called

or the Note): and Lender further contained in the Security Instrument

CONDITIONAL VIGHT TO REFINANCE

below are met (the "Conditional ne conditional net the Note Holder are not met, I understand that the Note Holder At the maturity date of be Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan

If I want to exercise the Conditional Refiner or a Option at maturity, certain conditions must be mat as of the Maturity CONDITIONS TO OPTION Note from my own resources or find a lender willing to lend me the money to repay the Note. is under no obligation to refinance or madify the Note, or to extend the Maturity Date, and that I will have to repay the

Holder as provided in Section 5 below. Note Rate cannot be more than 5 percentage points above the M 313 Rate; and (5) I must make a written request to the Note taxes and special assessments not yet due and payable) oth a than that of the Security Instrument may exist; (4) the New the 12 scheduled monthly payments immediately preceding he Maturity Date; (3) no tien against the Property (except for (the "Property"); (2) I must be current in my month y syments and cannot have been more than 30 days late on any of Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument

The New Note Rate will be a fixed rate of interest equal to the Fed rat Mational Mortgage Association's required CVTCOLVTING THE NEW NOTE RATE

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

CVTCOLVTING THE NEW PAYMENT AMOUNT

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

month until the New Note is fully paid.

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