UNOFFICIAL COPY ...

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ONE RONSON ROAD, ISELIN, NJ

was prepared by:

MENOOD, IL MORTGAGE

80405279

THIS MORTGAGE ("Security Instrument") is given on November The mortgagor is MARIA E HOZ, STREENSCREEN DIVORCED AND NOT SINCE REMARRIED

1992

("Borrower").

This Security Instrument is given to

MARGARETTEN & COMPANY, INC.

which is organized and existing

under the laws of he State of New Jersey , and whose address is Done Ronson Road, Iselin, New Jersey

("Lender").

One Hundred Two Thousand, Seven Hundred Fifty (U.S. \$ 102,750.00). This debt is middled. and 00/100(U.S. \$ 102,750.00). 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 1st, 1999 . This Security Instrument secures to Lender: (a) the repayment of the debt on December evidenced by the Note, with interest, and all relewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 110 protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Sourity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

LOT 10 AND THE SOUTH 1/2 OF LOT 9 IN BLOCK B IN FIELD'S BOULE-VARD ADDITION TO IRVING PARK, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SICTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT TAX NO. 13-13-326-020

DEPT-01 RECORDINGS

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which has the address of

N WHIPPLE

CHICAGO, IL 60618 ("Property Address");

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."

BORROV/ER 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.



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Form 3014 9/90

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OHANG ALBOOM	S SIONITI	V HARAGON OF COMMENT	- Sommission expires: 6-
`\$6 L	day of November		Given under my hand an
rument, appeared	is(are) subscribed to the foregoing learn signed and delivered the said instrument	PROMICE in and for said county. SCHOOLEED AND the same person(s) whose name(s) and acknowledged that he, she, they are and purposes therein set for	personally known to me to be before me this day in person, a
SRI	0x 0x	СООК	STATE OF ILLINOIS,
9288328	(Mangharative)	Jamonno8-	O _{FF}

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.

Maria & Hor

the following Riders are attached:

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.

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.

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 Flykt 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) erary of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then y could be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other can nants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reason the 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 anchanged. 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 I aragraph 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 prier notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payn ents 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 Faragraph 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, use allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two senter es 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 radio ctive 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:

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Forrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 1, naless 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 accured 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.

MAR-I285 Page 2 of 5 (Rev. 5/91)

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of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year Bottower shall occupy, establish, and use the Property as Botrower's principal residence within sixty days after the execution

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pess to Lender to the extent of the sums secured by this Security If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend 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. a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to resionation or repair of

Lender. Lender may make proof of loss if not made promptly by Borrower.

of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard in strgage clause. Lender

option, obtain coverage to protect Lender's rights in the Property in accordance with Paragre ph which shall not be unreasonably withheld. If Borrower fails to maintain coverage described at over Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval Roods or Rooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Property insured against loss by fire, hazards included within the term "extended coverngs" and any other hazards, including 5. Hazard or Property Insurance. Bortower shall keep the improvements now existing or hereafter erected on the

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

Borrower shall promptly discharge any lien which has priority her this Security Instrument unless Borrower: (a) agrees

paragraph. If Borrower makes these payments directly, Borrow r shall promptly furnish to Lender receipts evidencing the directly to the person owed payment. Borrower shall promot!) furnish to Lender all notices of amounts to be paid under this these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time which may attain priority over this Security Instrument and lessehold payments or ground rents, if any. Borrower shall pay 4. Charges; Liens. Borrower shall pay all tan es assessments, charges, fines and impositions attributable to the Property

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

l and 2 shall be applied: first, to any prepayment charges due under the Mote; second, to amounts payable under Paragraph 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Payagnaphs by this Security Instrument.

sale of the Property, shall apply any Fund held by Lender at the time of acquisition or sale as a credit against the sums secured Funds held by Lender. If, under Fargraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or

Upon payment in full of silentias secured by this Security Instrument, Lender shall promptly refund to Borrower any more than twelve monthly payments, at Lender's sole discretion.

Bottower shall pay to Lender it in amount necessary to make up the deficiency. Bottower shall make up the deficiency in no any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case for the excess Funds in Locardance with the requirements of applicable law. If the amount of the Funds held by Lender at

If the Funds held oy Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

instrument.

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

expenditures of future Escow Items or otherwise in accordance with applicable law.

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

after the date of occupancy, unless hence otherwise lighted it writing which consint shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the 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 Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

8. Mortgage Insulare If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shell r ay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use ind reain 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 insurance approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain providing 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 reas mable 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 the 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 is less than the shount 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 and the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 da/s after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or a pair 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 rine pal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the arrownt of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or inhorwise 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.

Property of Coot County Clert's Office

92884281

BALLOON RIDER (Conditional Right to Refinance)

60405279

THIS BALLOON RIDER is made this 15th day of November, 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 tomangaretten & Company Inc., organized and existing under the laws of the state of New Jersey

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

4034 N WHIPPLE CH

CHICAGO, IL 60618

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 Now 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, and with an interest rate equal to the "New Note Rate" determined in accommon with Section 3 below if all the conditions provided in Section 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 mouth 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 "Ming to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Cption 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) 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 (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

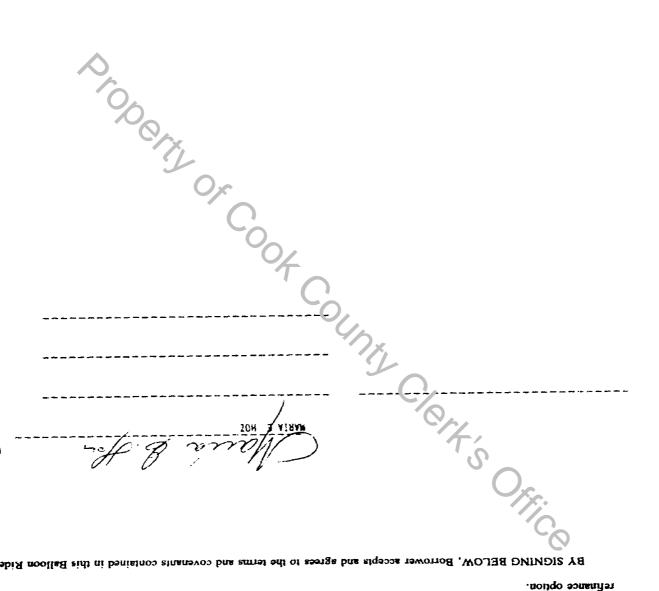
The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage 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 roints 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 unpoid 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.

MAR-7019 Page 2 of 2 (7/91)

MULTISTATE BALLOON RIDER-Single Family-Fannie MAE UNIFORM INSTRUMENT FORM 3180 12/89



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

refinance option.

refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the amount and a date, time and place at which I must appear to sign any documents required to complete the required the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to the Federal Mational Mortgage Association's applicable published required net yield in effect on the date and time of day than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the The Note Holder will provide my payment record information, together with the name, title and address of the person also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the

EXERCISING THE CONDITIONAL REFINANCING OPTION