

UNOFFICIAL COPY

CMIL
00846355

RETURN TO:
BANK UNITED OF TEXAS FSB
DBA COMMONWEALTH UNITED MTG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

92970403

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 17TH, 1992
The mortgagor is VAREN TEELING, DIVORCED NOT SINCE REMARRIED

BANK UNITED OF TEXAS FSB ("Borrower"). This Security Instrument is given to
which is organized and existing under the laws of UNITED STATES , and whose address is
2600 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

SIXTY NINE THOUSAND SIX HUNDRED AND 00/100 ("Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 69600.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on
JANUARY 1ST, 2000. 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:

UNIT NO. 6814-6 JOLIET ROAD IN THE INDIAN RIDGE LAKES
CONDOMINIUMS AS DELINEATED ON A SURVEY OF PART OF THE WEST HALF
OF THE WEST HALF OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH
SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF
CONDODINIUM RECORDED AS DOCUMENT NO. 89548998 TOGETHER WITH ITS
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND
COMMONLY KNOWN AS 6814 JOLIET ROAD, UNIT #6, INDIAN HEAD PARK, IL
60525.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS
SET FORTH IN DECLARATION RECORDED OCTOBER 3, 1984 AS DOCUMENT
27200261, IN COOK COUNTY, ILLINOIS.

, DEPT-01 RECORDING \$33.50
· 144444 TRAN 1019 12/23/92 15:26:00
· 85124 4 C *--92-970403
COOK COUNTY RECORDER

which has the address of 6814 JOLIET ROAD # 6
[Street]

INDIAN HEAD PARK
[City]

Illinois

60525
[Zip Code]

("Property Address")

92970403

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876 (9202)

Form 3014-920 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-8303 □ PAX 616-791-1111

UNOFFICIAL COPY

Form 3014 9/98 (page 2 of 6 pages)

blocks or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the
3. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the
Property measured apart from loss by fire, hazards included within the term "extended coverage" and any other hazards, including
one or more of the actions set forth above within 10 days of the giving of notice.

over this Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the lien or take
to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect the
entitlement of the heirs, or (c) securies from the holder of the lien an agreement satisfactory to Lender's opinion operate to prevent the
heirs by, or defends against enforcement of the lien in, legal proceedings, which in the Lender's opinion operate to prevent the
in writing to the payee of the obligation secured by the lien in manner acceptable to Lender; (b) conveys in good faith the
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees
the premises.

with respect to Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing
these payments. In the person of payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under
the direct to the person of payment provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on
shall pay these obligations in the manner provided in paragraph 2, and thereafter shall pay amounts of ground rents if any, Borrower
property which may then provide security instrument, assessments, charges, taxes and imposts and unpayable to the
4. **Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fines and expenses due under the
paragraphs 2, and to interest due, fourth, to principal due, and last, to any late charges due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under
paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under
recurred by this Security Instrument.

6. **Liens.** Borrower shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums
held of the Property, shall apply any funds held by Lender to make up the deficiency. Prior to the acquisition of
funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any
funds paid in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any
deficiency in no more than twelve months, at Lender's sole discretion.
such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the
Lender at any time is not sufficient to pay the excess items when due, Lender may so notify Borrower in writing, and in
borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by
If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to
this Security Instrument.

7. **Funds.** Funds shall be held in accordance with the terms of insurance deposited by the Lender, Lender may receive
purposes for which each to the funds was made. The funds are pledged as additional security for all sums secured by
shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the
amounts on the funds. Borrower and Lender may agree in writing however, that interest, as it be paid on the funds, Lender
agreement to make or applicable law requires to be paid, Lender shall not be required to pay Borrower any interest or
costs for a reasonable service used by Lender in connection with his loan, unless applicable law provides otherwise. Lender
Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real
account of carrying the excess items, unless Lender may charge Borrower interest on the funds and applying the excess
the excess items, Lender may not charge Borrower for holding and applying the funds, uniformly among all the entities
including 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 accordance with applicable law.

8. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to
exceed the lesser amount, Lender may estimate the amount of funds due on the basis of current data and reasonable
law that applies to the funds, as a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to
less than Settlement Provisions Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another
Lender for a period generally related mortgage loan may require for Borrower's escrow account under the federal Real
Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These
insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (d) yearly flood
payments of ground rents on the Property, if any; (c) yearly hazard of property insurance premiums; (b) yearly leasehold
taxes and assessments which may accrue over this Security Instrument as a lien on the Property; (a) yearly
Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for (a) yearly
payments of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

9. **Payment of Premium and Lender's Prepayment and Late Charges.** Borrower shall promptly pay when due the
premium of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

10. **NOTICE OF OWNERS.** Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national covenants with
intended audiences by furnishing to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to any
mortgage, grant and convey the Property is understood generally the title to the Property against all claims and demands, subject to any
mortgages, leases and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

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

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 easements and additions shall also be covered by this Security
Instrument.

UNOFFICIAL COPY

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not 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 sum, 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 after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond 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 Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the 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 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 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

COPIES
626

UNOFFICIAL COPY

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have sole discretion to discontinue or terminate any security interest in any property at any time prior to the earlier of: (a) 5 days after such other period as

If I under-exercised this option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of 12 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this note, plus interest, plus attorney's fees.

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 for a beneficial interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred for 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.

13. Governing Law; Securities. 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 of this Security instrument or of the Note is held to be unacceptable without the conflicting provision. To this end the provisions of this Security instrument and the Note are be given effect.

14. Notices. Any notice to Horwitzer provided for in this Second Lien Note shall be given by delivering it or by mailing it at the address set forth above to Horwitzer or to Horwitzer's attorney if Horwitzer has been given a copy of this Agreement.

13. **Joint charges.** If the loan is secured by this Section, instrument is subject to a law which sets maximum joint 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 amount necessary to reduce the loan principal to the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to within the law, and (b) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (d) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (e) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (f) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (g) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (h) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (i) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (j) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (k) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (l) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (m) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (n) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (o) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (p) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (q) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (r) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (s) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (t) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (u) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (v) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (w) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (x) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (y) any such loan charge shall be reduced by the amount necessary to the permitted limit, and (z) any such loan charge shall be reduced by the amount necessary to the permitted limit.

17. **Successors and Assessors and Assigees** shall hold and benefit in the successions and assigments of Land and other Properties, The survivors and legatees of the deceased shall hold and benefit in the several **Liquidity** (*O-liquidity*)

11. Borrower and Releasee; Releasee by Lender Not a Waver. Extension of the time for payment of indebtedness or nonpayment of the sum secured by this Security instrument granted by Lender to any successor in interest

1. **Section 1.** To provide for an application of the provisions of this Act to the State of Bihar.

If the property is abandoned by Borrower, or if, after notice, by Lender to Borrower that the condominium offers to make an award of sole a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

In the event of a total taking of the Property, the proceeds shall be applied to the sum received by this Security instrument whether or not the sum received by this Security instrument before the taking is equal to the amount of a partial taking of the Property.

²and interpretation of other terms of any part of the property, or for goods capable in law of condemnation, are hereinafter assignd and

UNOFFICIAL COPY

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, material 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.

92970403

UNOFFICIAL COPY

Journal of Psychology 1916, Vol. 10.

ANSWER

1200

This instrument was prepared by

Sandya Nossimilay / 48

Given under my hand and official seal, this

۱۰۷

, personally known to me to be the same person(s) whose name(s) is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
she/he signed the same. I further declare and affirm that the said instrument was signed by her/him
and delivered to the said instrument as HEB
free and voluntary act, for the uses and purposes herein set

do hereby certify that **SHAREN TEELE** is

L THE UNDERSIGNED

VISIONS OF RIVERS

188 *Journal*

三

Borrower: _____
(See) _____

(Seal)

Bottom Left:
— (Sear)

WITNESS

Wimberley

ISSN 1062-1024

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this Security instrument and in any rider(s) executed by Borrower and recorded with it.

(other(s) [specify] _____)

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Grandfathered Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Long Development Rider	<input type="checkbox"/> Biweekly Improvement Rider	<input type="checkbox"/> Balloon Rider
<input type="checkbox"/> Second Home Rider							

24. Riders to this Security Instrument. If one or more riders are executed by both owner and recorder together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

UNOFFICIAL COPY**BALLOON RIDER
(CONDITIONAL RIGHT TO REFINANCE)**

THIS BALLOON RIDER is made this 17TH day of DECEMBER , 19 82 . 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 BANK UNITED OF TEXAS FSB (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6814 JOLIET ROAD # 6 , INDIAN HEAD PARK , ILLINOIS 60525
[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 JANUARY 01 , 20 23 , 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) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make 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.

92970403

4. CALCULATING THE NEW PAYMENT AMOUNT

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

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note 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 a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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

..... (Seal)
Borrower

Karen Teeling (Seal)
KAREN TEELING
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

(Sign Original Only)

UNOFFICIAL COPY

Property of Cook County Clerk's Office