BOX 333 - TH

92018694

MAIL TO:

Deerlield State Bank 700 Deodield Road Deerlield, Illinois 60015

Altn: Morigage Dept.

1992 JY 10 PM 1: 01

02018694

(Space Above This Line For Recording Data)

MORTGAGE

| THIS MORTGAGE ("Se urity Instrument") is given on DECHMBER 21, 1991 mortgagor is MORT H. GELLMAN AND MARJORIE T. GELLMAN, HIS WIFE, AS JOINT TEN | ANTS |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| ("Borrower"), This Security Instrument is given to DEERFIELD STATE BANK | , |
| which is organized and existing under the law of THE STATE OF ILLINOIS and who 700 DEERFIELD ROAD, DEERFIELD, IJ 60015 | ose address is |
| ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100*** ******************************** | is evidenced |
| by Borrower's note dated the same date as this Securit Instrument ("Note"), which provides for month with the full debt, if not paid earlier, due and payable on | y Instrument densions and o protect the this Security he following |
| SEE ATTACHED RIDER | |
| | |

| PERMANENT. | TINDEX | 1.OV. | 04-18- | ~~~ | ・レムフー | .1042 |
|------------|--------|-------|--------|-----|-------|-------|
| | | | | | | |

which has the address of 3741 MISSION HILLS NORTHBROOK 1Street1

[City]

[Zip Code]

Illinois 60062 ("Property Address");

Form 3014-9/90 space Lot to page vi

ILLINOIS—Single Family—Fannie Mae Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1 800 397 2341) FORM MD-1 IL 26.91

| 24. Riders to this Security Instrumethis Security Instrument, the covenants and a supplement the covenants and agreements Instrument. [Check applicable box(es)] | nt. If one or more riders are executed by greements of each such rider shall be in of this Security Instrument as if the ri | corporated into and shall amend and |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| ☐ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Balloon Rider ☐ Other(s) [specify] | ☐ Planned Unit Development Rider☐ Rate Improvement Rider | ☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider |
| By Signma, Below, Borrower accepts and in any rider(s) executed by Borrower and | and agrees to the terms and covenants of recorded with it. MORT H. GELLMAN | Contained in this Security Instrument (Seal) —Borrower |
| | Social Security Number | (Seal) -Borrower |
| STATE OF ILLINOIS, LAKE | 040 | |
| a Notary Public in and for said county and stat AS JOINT TENNANTS personally known to me to be the same person subscribed to the foregoing instrument, appear signed and delivered the instrument as set forth. | e, certify thatMORT. HGRILMAN | c wledged that |
| Given under my hand and official seal, | this day of D | ECEMBER, 1991 |
| "OFFICIAL SEAL" LORETTA M. HAY Notary Public, State of furnors My Commission Expires 6-17-94 | Jorda Nota | y Public |

Total the R 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 sersed 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.

UNBORM COVEN VALS. 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.

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 its essments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payment, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood 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 "Escroy, It mis." 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 vi seq. ("RESPA"), unless another law that applies to the Foods sets a lesser amount. It 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 thir ce Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity tincluding 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 Leader pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may acquire 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 said. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in wating, 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 or reledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance 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 secured by this Security Instrument, Lender snot promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Leoder, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to an ounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note;

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions ar abutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents. Plany, 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 manner 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 agreement 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 lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 3014-9/90 (page 2 of 6 pages)

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8. Mortgage Insurance. It 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 coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage embetantially equivalent to the mortgage insurance previously in effect, at a cost upstantially equivalent to the mortgage insurance previously in effect, at a cost insurance operation of the mortgage insurance previously in effect, at a cost insurance mortgage insurance coverage is not available. Borrower shall pay to insurance arch month a sun equal to one twelth of the yearly mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sun equal to one twelth of the yearly mortgage insurance coverage is not available. 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 insurance coverage by preciping the or oversage in electronic man direct to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieur.

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sing amounts disbursed by Lender this paragraph? shall become additional debt of Bory wer secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the Security Instrument. Unless Borrower and Lender agrees to the surface of dispursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting date.

under this paragraph 7. Lender does not have to do so.

contained in this Security Instrument, or there is a legal proceeding that may significently affect Lender's rights in the Property (such as a proceeding in banktupicy, probact for condemnation or forfeiture or (a alfore 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 anay 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 in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action

Protection of Lender's Rights in the Property. If Borrower fails to parform the covenants and agreements

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Leaseholds. Borrower shall occupy, (372) lish, 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 occup mey, unless Lender otherwise agrees in writing. Which consent shall not be unreasonably withheld, or unless extenuating eies measures exist which are beyond Borrower's control. Borrower shall not be in default if any torteiture action or proceeding, whither civil or criminal, is begun that in Lender's good faith judgment could result in forteiture of the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not proceeding in default if any torteiture of the Property or otherwise a language in paragraph 18, by causing the action or proceeding in the line in forteiture of the Property or otherwise a language in that in Lender's good laith judgment or proceeding interest. Borrower shall also be in default if Borrower specially instrument or Lender's good laith judgment or proceeding to be dismissed by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower shall also be in a principal exidenced by the Yote, including, but not limited to, represent the majorial information or statements to Lender or titled to provide experienced by the Borrower's occupancy of the Property as a principal exidence. If this Security Instrument is on a leasehold, we take the provides and principal exidences for title shall not merge unless Lender agrees of the lease. If being expenses acquires fee title property, the lease. It is being a general and a statement of the Property in the lease. It is being a general and a statement of the provides and a statement and a seasonable and a statement of the provides and a statement of the provides and a statement of t

Instrument immediately prior to the pequisition.

6. Occupancy, Preservy dov. Maintenance and Protection of the Property; Borrower's Loan Application:

postpone the due date at 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 from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from the Property prior to the acquisition shall pass to Lender to the extent of the amount of the payments.

Unless Lengar and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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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 security is not economically leasible 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 Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the proceeds to repair or restore offered to serve a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or topay secured by this Security Instrument, whether or not then due. The 30-day period will begin when the Property or topay secured by this Security Instrument, whether or not then due. The 30-day period will begin when

cartier and Lender. Lender may make proof of loss it not made promptly by Borrower

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 receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Lender's option, obtain coverage to protect Lender's rights in the Property and accordance a standard montaneer.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other bastaids, includes the insurance shall be maintained in the amounts and for the periods or Hooding, for which Lender requires insurance. This insurance shall be chosen by Borrower subject to Lender's approval which 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's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. Lender may, at

92018694

PARCEL 1: UNIT NUMBER 409 AND GARAGE UNIT NUMBER G-36, IN MISSION HILL CONDOMINIUM "M" -5, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOTS 1, 2 AND 3 IN COUNTY CLERK'S DIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24509114, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCAL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 22431171, AS AMENDED, IN COOK COUNTY, ILLINOIS

PARCEL 3: APE EXCLUSIVE RIGHT TO THE USE OF PATIO AND BALCONY, A LIMITED COMMON ELEMENTS. AS DELINEATED ON THE SURVEY ATTACHED TO DECLARATION AFORESAID, RECORDED AS DOCUMENT 24509114, IN COOK COUNTY, ILLINOIS

92018694

Property of Cook County Clerk's Office

Deemald, Illinois 60015

CONDOMINIUM RIDER

Alin: Montgage Dept

| THIS CONDOMINUM RIDER IS made this 21ST day of DECHMBER, 1991 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the |
| "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to DEERFIELD STATE BANK, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF |
| ILLINOIS, 700 DEFRFIELD ROAD, DEERFIELD, IL 60015 |
| (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3741 MISSICN HILLS, NORTHBROOK, ID 60062 |
| (Property Address) |
| The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: MISSION HILLS CONDOMINIUMS |
| [Name of Condominium Project] |
| |

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association" (aolds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENASTA. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations Porrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owner Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hezards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Coverant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
- (ii) Borrower's obligation under Uniform Covenant 5 to ar intain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of researction or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrover are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

| C. P | ublic Liability Insurance. Borrower shall take such actions as may be rea | ason the to insure that the Owners |
|---------------|----------------------------------------------------------------------------------|--------------------------------------|
| Association i | maintains a public liability insurance policy acceptable in form, amount, and | extent of coverage to Lender. |
| D. Co | ondemnation. The proceeds of any award or claim for damages, direct or co | nsequential projable to Borrower in |
| connection v | with any condemnation or other taking of all or any part of the Property, wh | ether of the war or of the common |
| elements, or | for any conveyance in lieu of condemnation, are hereby assigned and shall | I be paid to Lender Such proceeds |
| | ied by Lender to the sums secured by the Security Instrument as provided in | |
| E. L | ender's Prior Consent. Borrower shall not, except after notice to Lende | er and with Lender's prior written |
| consent, eith | er partition or subdivide the Property or consent to: | |
| | (i) the abandonment or termination of the Condominium Project, excep- | |
| required by I | aw in the case of substantial destruction by fire or other casualty or in the ea | ase of a taking by condemnation or |
| eminent dom | ain; | |
| | (ii) any amendment to any provision of the Constituent Documents if the | provision is for the express benefit |
| of Lender: | | |
| | (iii) termination of professional management and assumption of self-manage | ement of the Owners Association; or |
| | | |
| MULTISTATE C | ONDOMINIUM RIDER—Single Family—Fannie Mae: Freddie Mac UNIFORM INSTRUMENT | Form 3140-9/90 (page 1 of 2 pages) |
| BANKERS SYSTE | MS. INC. ST. CLOUD, MN 56302-71-800-397-23451 FORM CONDO-R-2-1-91 | |
| | | |
| | | |
| | | |

Locm 3140 8/80 (base 2 of 2 pages)

BYNKEBS SASLEMS INC. ST. CLOUD, NN 56302 71-800-397 2341, FORM CONDO R. 21-91

Property of Cook County Clerk's Office Borrower (Seal) (Seal) BY SIGMENG BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

the Owners Association unacceptable to Lender.

Deedleld State Bank 763 Deedleld Road Deer sid, illinois 60015

Attn: Mortcage Cept.

| THIS BALLOON RIDER is made this 21stday of December., 1991 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 |
| (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3741 Mission Hills |
| Northbrook, IL 60062 |
| |
| [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 "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of "January...1, 2022(the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refir ance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to repay the Note I om 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 Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still by 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 Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded (4) the New Loan 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 LOAN RATE

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the New Loan 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 Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Loan 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 rolder 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 Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Loan at the New Loan Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the New Loan is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2. In year emet. The Note Holder will provide my payment record information, together with the name, title and address of the pe soil representing the Holder that I must notify in order to exercise the Conditional Refinance Option. If I meet the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Low Rate based upon the Federal Home Loan Mortgage Corporation'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 len status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan 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 the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

By Signing Below. Borrower accepts and agrees to the texts and covenants contained in this Balloon Rider.

Mort H. Gerliman

Bourower

Marjorie T. Gellman

(Seal)

Borrower

(Seal)

(Seal)

Borrower [Sign Original Only]

Property of Coot County Clert's Office