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Loan # COSTELLO

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

January 31st, 1992

The mortgagor is

MICHAEL P. COSTELLO and PATRICIA A. COSTELLO, HIS WIFE

("Borrower"). This Security Instrument is given to MTD-NATIONAL MORTGAGE, INC., TRAN 3976, 02/05/92, 15:39:00  
\$4883 : 49-92-076835  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 33 PARK AND SHOP CENTER, ELK GROVE VILLAGE, ILLINOIS 60007

("Lender"). Borrower owes Lender the principal sum of One hundred thirty-seven thousand eight hundred and NO/100 - - - - - Dollars (U.S. \$ 137,800.00).

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 March 1st, 1997. 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:

LOT TWENTY-SEVEN (27), IN ARTHUR DUNAS'S VILLA, BEING A RESUBDIVISION IN THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT REGISTERED JUNE 24, 1923 AS DOCUMENT NUMBER 185477, IN COOK COUNTY, ILLINOIS.

PIN 09-36-222-018  
which has the address of 60631 [Zip Code]

7316 W. JIBSEN  
("Property Address");

CHICAGO [Street, City];

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

VMP-6R(IL) 19105

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7281

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Form 3014 9/90  
Amended 5/91

35 Main

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Form 3014 9/90

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This instrument was prepared by: MARGARET J. PRESTON

Notary Public  
State of Illinois  
Samantha Schubert  
"OFFICIAL SEAL"

Notary Public  
State of Illinois  
Samantha Schubert  
"OFFICIAL SEAL"

Given under my hand and official seal, this 31st day of January 1992  
Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
. personally known to me to be the same person(s) whose name(s)

My Commission Expires:

1. MICHAEL F. COSTELLO and PATRICIA A. COSTELLO, HIS WIFE,  
a Notary Public in and for said county and state do hereby certify  
that County ss:

Cook  
C66L

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Witnesses:  
in my office) executed by Borrower and recorded with it.

Witnesses:  
in my office) executed by Borrower and recorded with it.

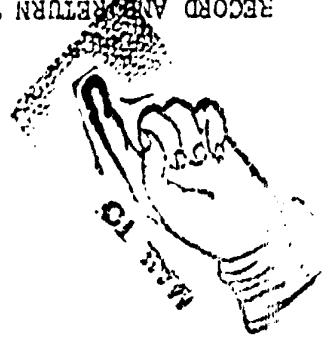
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- Check applicable box(es):
- Admissible Rate Rider       Biweekly Payment Rider       Graduated Payment Rider       Planned Unit Development Rider       Condominium Rider       1-4 Family Rider       Second Home Rider       Rate Improvement Rider       Balloon Rider       V.A. Rider       Other(s) [Specify]

23. 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 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.

ELK GROVE VILLAGE, ILLINOIS 60007  
33 PARK AND SHOP CENTRE

MID-NATIONAL MORTGAGE, INC.  
RECORD AND RETURN TO:



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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized 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 or 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 assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by 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 shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts 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 attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a 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.

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

without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Lender may pay some or all sums secured by this Security Instrument, Lender shall release this Security Instrument

21. Including, but not limited to, reasonable attorney's fees and costs of title evidence.

Proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

sueced by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums

or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums

non-existent of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured on

information Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the

several by this Security Instrument and sale of the property is given to Borrower, by which the defaulter must be cured

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;

(f) the action referred to in the notice resulted in acceleration of the defaulter unless

applicable law provides otherwise). The notice shall specify: (a) the defaulter; (b) the action referred to; (c) the notice shall give notice to Borrower prior to acceleration unless paragraph 17 unless

of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach

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

relates to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that

protects and preserves, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in

this Environmental Law and the following subsections, "asbestos" refers to asbestos products, toxic

substances and hazardous substances, gasoline, ketones, other flammable or toxic petroleum products, toxic

as used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take

of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that

gov't removal or regulation agency or private party involving the Property and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

resident uses and to mitigate use of the Property.

any removal or other remediation of any Hazardous Substance that are generally recognized to be appropriate to normal

proceedings on the Property or small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

Hazardous Substances on or in the Property, Borrower shall do what it can to mitigate the use of the Property, or

any removal or other remediation of any Hazardous Substance that is not allowed anyone else to do, anything affecting the

Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

and removal required by applicable law.

19. Sale of Note. The use of Loan Service and the address to which payments should be made. The notice will also list any other

addressee of the new Loan Service and the address to which payments should be made. The notice will state the name and

given written notice of the change in account number with paragraph 4 above and applicable law. The notice will be

or more changes of the Loan Service, unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be

as to the "Loan Service" that collects monthly payments due under the Note and this Security Instrument. There also may be one

instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known

not apply in the case of acceleration under paragraph 17).

of payments secured partly shall remain fully effective as if no acceleration had occurred. However, this right to remit shall

the Security Instrument shall continue unchanged. Upon remittance by Borrower, this Security Instrument and the

this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

the line of this Security Instrument before sale of the Note, if there is a change of the Loan Service, Borrower will be

one during, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure

that all sums which then would be due under this Security Instrument have been paid in full before sale of the Note.

Lender shall give notice as if no acceleration had occurred; (b) pays all expenses incurred in enforcing this Security Instrument,

gives all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument,

Security Instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays

any acceleration of this Security Instrument before sale of the Property pursuant to any power of sale contained in this

applicable law may specify for remittance before sale of the Property prior to the earlier of: (a) 5 days (or such other period as

agreement of this Security Instrument discontingent at any time prior to the earlier of: (a) 5 days (or such other period as

agreement of the Property to Relocate. If Borrower meets certain conditions, Lender shall have the right to have

permitted by this Security Instrument without further notice or demand on Borrower.

Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in it

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**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 hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods, that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, 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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year 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

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16. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument.

to be severable.  
gives effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared  
conflicting with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be  
survived in which the Property is located. In the event that any provision of this Security Instrument or the Note  
gives effect to the Note to have been given to Borrower or Lender when given in this paragrap

15. Governing Law: Solvability. This Security Instrument shall be governed by federal law and the law of the state in which it is located.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this  
of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to  
it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address  
by Borrower provided for in this Security Instrument shall be given by mailing it or by mailing  
14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing  
prepayment charge under the Note.

payable to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any  
Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct  
to the permitted limit; and (d) any sums already collected from Borrower which exceed permitted limits will be refunded to  
loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge  
and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the  
13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,  
make any accommodations with regard to the terms of this Security Instrument or the note without that Borrower's consent.

sets red by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or  
Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums  
Instrument but does not exceed the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that  
Part II of Borrower's covanants and agreements shall be joint and several. Any Borrower who co-signs this Security  
Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of  
12. Successors and Assigns: Joint and Several Liability: Covenants. The covenants and agreements of this  
excess of any right of remedy.

successors in interest. Any obligation by Lender in excess of any right of remedy shall not be a waiver of or preclude the  
of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's  
or, minus proceeds arising against any successor in interest or refuse to extend time for payment or otherwise modify amortization  
not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to  
of amortization of the sums secured by this Security Instrument of the time for payment or modification  
11. Borrower Not Release: Forfeiture Note a Waiver. Extension of the time for payment of such payments.

pos pose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.  
Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or  
secured by this Security Instrument whether or not due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums  
awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,  
if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an  
be applied to the sums secured by this Security Instrument whether or not the sums are then due.

lender is authorized to release the liability before the taking, unless Lender otherwise agrees in writing or unless applicable law  
unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall  
take; unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides before the  
market; any balance shall be paid to Borrower, in the event of a partial taking of the sums secured immediately before the  
before the taking; any balance shall be paid to the taking, divided by (a) the fair market value of the Property immediately  
amount of the sums secured immediately before the taking, divided by the following fraction: (a) the total  
the Security Instrument shall be reduced by the amount of the proceeds multiplied by the fair  
Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by  
market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this  
wider or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair  
in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,  
shall be paid to Lender.

for demolition of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and  
10. Lien: The proceeds of any award or claim for damages, direct or consequential, in connection with any  
Bo owner notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall give  
insurable funds in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage  
the Lender requires), provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay  
payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period

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## BALLOON RIDER (CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

Loan # COSTELLO

THIS BALLOON RIDER is made this 31st day of January, 19 92, 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

MID-NATIONAL MORTGAGE, INC.

(the "Lender")

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

7316 W. IBSEN, CHICAGO, ILLINOIS 60631  
[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 MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to March 1st, 2022, (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance 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 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 Modification and Extension Option, certain conditions must be met as of the Note 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 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 Modified 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.

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### 3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note 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 "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified 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 Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note 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 Note is fully paid.

### 5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION 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 Modification and Extension 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 Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension 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 Modified Note Rate

**MULTISTATE BALLOON RIDER (MODIFICATION AND EXTENSION)—Single Family—Freddie Mac UNIFORM INSTRUMENT**

Form 3190 (10/90)

GMP-877 (9010)

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(page 1 of 2 pages)

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(Page 2 of 2 pages)  
Form 3190 (10/90)

Property of Cook County Clerk's Office  
SCL1026

*[Sign Original Only]*

*[Borrower]  
(Seal)*

*[Borrower]  
(Seal)*

MICHAEL J. COSTELLO

PATRICIA A. COSTELLO, HIS WIFE

*[Borrower]  
(Seal)*

*[Borrower]  
(Seal)*

*[Signature]*

BY SIGNING BELOW, BORROWER agrees and agrees to the terms and conditions contained in this Balloon Rider.

Condition Additional and Extension Option, including but not limited to the goal of updating the title insurance policy.  
Date extension, I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the  
and place at which I must appear to sign any documents required to complete the required Note Rate modification and Note Maturity  
the Note Holder will advise me of the new interest rate (the modified Note Rate), new monthly payment amount and a date, 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  
based upon the Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time