1511-161-913 X31 C GIGG-UG3-009-1 WWW LEVEL-913 X31 C GIGG-UG3-009-1 WWW LEVEL-913-X31 C GIGG-UG3-X31 C GIGG-UG3-009-1 WWW LEVEL-913-X31 C GIGG-UG3-1 WWW LEVEL-913-X31 C GIGG-UG3-009-1 WWW LEVEL-913-X31 C GIGG-UG3-009-1 WWW LE

Grest Lekes Buelness Forma, Inc. 📰 Entre 3014 3130 (base 1 of o bases)

ILLINOIS -- Single Family -- Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

;("Property Address");

PALATINE

which has the address of 2035 CRESTWOOD LAVE

CHOK COGNES RECORDER 058591-Z6-\* 3: 7107 142255 TAN 2695 03/13/92 15:03:00 DEST-CARECURBING 00.553

NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIA!, 1N COOK COUNTY, LOT 20 IN PLUM GROVE ESTATES UNIT NO. 2, IN SECTION 35, TOWNSHIP 42

County Illinois:

grant and convey to Lender the following described property located in

covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's by the Note, with interest, and all renewals, extensions and incidence of the Note; (b) the payment of all other sums, with APRIL 1ST, 1999 This Security Instrument secures to Lender, (a) the repayment of the debt evidenced Instrument ("Note"), which provides for monthly rayments, with the full debt, if not paid earlier, due and payable on ). This sets is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 280,000,00 TWO HUNDRED EIGHTY THOUSAND AND MO/100 graphical country to the first of the

("Lender"). Borrower owes Lender the principal sum of

and whose address is

801 MARQUETTE AVENUE, W. WNEAPOLIS, MM 55402 which is organized and existing under the laws of MINNESOLY TCF MORTGAGE CORPORATION

("Borrower"). This Security Instrument is given to

The mortgagor is A MICHAEL DOTSON AND JEAN M. DOTSON, HUSBAND AND WIFE

THIS MOST SACE ("Security Instrument") is given on

[Space Above This Line For Recording Data]

856028165 WINNEYBOTIS WN 22405 801 WARQUETTE AVENUE

The beautiful and the second of the second o

AHEN KECOKDED WYIT IO

### **UNOFFICIAL COPY**

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the dry 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 tents 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 Inc.'s" Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of rulare 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 Borrover for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrover interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may equire Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with a is 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 viring, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, in 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 neld 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 are so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to 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, Linder, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 23 a redit 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 our 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 phyment 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.

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

# **UNOFFICIAL COPY**

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 Lend's and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due one of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 22 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the largest 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 Lastrument 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 extendering 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 forteiture of the Property or o he wise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a de wilt and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, un 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 Burrower 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 leas hold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasen of 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 forfaire 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 epairs. 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 dept of Betrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar 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 accured 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

Greef Lakes Business Forms, Inc. III

Form 3014 9/90 (page 4 of 6 pages)

(CO18) \$78481 MBTI

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

renardies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

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

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

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which junisdiction in which the Property is located. In the event that any provision or clause of this Security Learnment or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by federal tew and the law of the

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Leide, when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any porize to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14, Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepayment charge under the Note.

a direct payment to Borrower. If a refund reduces principal, the reduction will be realed as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Acrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or or estimated or to be collected in connection

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

Borrower's consent.

forbear or make any accommodations with regard to the forms of this Security Instrument or the Note without that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agreed that Lender and any other Borrower may agree to extend, modify, Instrument but does not execute the Note: (a) is to signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit are successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this not be a waiver of or preclude the exercise of any right or remedy.

original Borrower or Borrower's carcescors in interest. Any forbearance by Lender in exercising any right or remedy shall otherwise modify amortization to the sums secured by this Security Instrument by reason of any demand made by the shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amor uzar on of the sums seemed by this Seemity Instrument granted by Lender to any successor in interest

II, Borrower f'of Zeleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the due dex of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

sums secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make ere then due.

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums Property insmediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the traction: (a) the total amount of the sums accured immediately before the taking, divided by (b) the fair market value of the the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

## JNOFFICIAL 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. These 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 Instruments Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue michanged. 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 hall shall be not constant shall not apply in the case of acceleration under hall shall be not constant 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 Tean Servicer) that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lean Servicer unreleased to a sale of the Note In the 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 proy 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 meintenance of the Property.

Borrower shall promptly give Under 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 Vilo yledge. 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: proline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materia's containing aspestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mean; tederal 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 Surther covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Enrower 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: (r) 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 accese ation 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, Lander at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may Porcelose 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

ng arangang ang kang kang mga maran ngapan arang pang katalah dan kanalah arang dan dan dan dan dan kang ti

September per la provincia empleta embanello del como como elemente del que deporta delle la Maria, pre astroni gere pa<del>rtier differencen de ho</del>mmente berops blande in blande moderne blog i de blande hom met sen geng destat hom The Milyer to begin a went train named. I have to be a clear too to be and the contract a contract and adjusted with

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.

District Date (State of Control o	ISO 1	Þź	91	14	١		ΙΛ		DV	
(\$280d o fo 0 280d) 0616 \$10E	10		•	17						

(CO14) 978781 MBT1

(sold o fo gold) 0616 \$101 (bole o of o boles)			ITEM 1876L6 (9103)
20	OPSS NIM 'SI	ENUE, MINNEAPOL:	(Name) 801 MARQUETTE AVI (Address)
94/22/30 saviding increasing Age	7	,NOITAR09	TCF MORTGAGE COR
CHICAL SEAL Motory Public Livery Public Livery Public State of Wheels		OPEICAN SEAL  String of Blinners  String of Bl	THOM
			My Commission expires:
day of MARCH , 1992	нте	d and official seal, this	Oiven under my ham
			forth.
free and voluntary act, for the uses and purposes therein set	I	rument as their	aeni bise orb borevileb ban
ay in person, and acknowledged that they signed	before me this d	g instrument, appeared	subscribed to the foregoin
to be the same person(s) whose name, $s_1$ . $s_2$ $\epsilon_2$	ηןλ κυοκυ το шο	, persona	
OFFIN GNA GNABZUH ,NOSTC	ou .M waat d	CHAEL DOTSON AN	do hereby certify that MI
, a Notary Public in 2'd for said county and state,		15/0M7 4	
		"( , , , , ,	
County ss:	∞>		STATE OF ILLINOIS,
iocial Security *.u.nb v	s		Social Security Number
(ISS2) tawornod-	_ (lss2) swono8-		
cocial 5 cu ity Number 249 64 9752		358 60 1200	Social Security Mumber
BAN M DOTSON	C 15wono8-		MICHAEL DOTSON
(Seal)	(Scal)	-27	1971/11/11/11/11/11/11/11/11/11/11/11/11/1
уіллеза:	0,		Witness:
I recorded with it.	by Bearance and	any rider(s) executed	Security Instrument and it
terms and covenants contained in pages 1 through 6 of this	भा व इन्नाह व पान	W, Borrower accepts a	BY SIGNING BELO
		الأكا	Other(s) (spec
ement Rider Second Home Rider	Maie Improv		X Balloon Rider
it Development Rider Biweekly Payment Rider	inU banned Uni	yment Eade.	Graduated Pay
m Rider 1-4 Family Rider	uinimobaoS	Tollid au	BA oldessulbA
ders are executed by Borrower and recorded together with such rider shall be incorporated into and shall amend and naturanent as if the vider(s) were a part of this Security	does to anomes	the covenants and agricements of	anaravent ginuode sidi

# 92165850

### **UNOFFICIAL COPY**

#### BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this	9th day of	March	. 19 92
THIS BALLOON RIDER is made this and is incorporated into and shall be deemed	to amond and supplement	the Mortgage, Deed of Tr	ust or Deed to Secure Debt
(the "Security Instrument") of the same da			
to TCF Mortgage Corpor.	ation	#9 <u>1001-101-101-101-101-101-101-101-101-10</u>	(the "Lander")
al the same date and covering the property	described in the Securi	ity Instrument and locate	d at:
		•	

2035 CRESTWOOD LANE, PALATINE, IL 60067

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 Learner covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL WIGHT TO REFINANCE

At the maturity delote 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 April 1. , 20 22 , and with an interest rate equal to the "New Note Ruty determined in accordance with Section J below if all the conditions provided in Sections 2 and 5 below are not (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to relinance 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 Mole.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Telinancing Option at maturity, certain conditions must be met as of the If I want to exercise the Conditional Telinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I out still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I are to be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled mint by 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 annot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holler 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 lixed rate mortgages subject is 60-day mandatory dolivery commitment, plus Three Quarters (.75) rounded to the nearest one eighth of one percent (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect or the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available, the Note Holder will determine the New Note Rate by using corpurable information.

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 windid 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 remaining extended term at the New 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 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 casen 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 has 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 culendar 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 note midification and Maturity Date extension. The Note Holder will charge me a \$250 processing lee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Birro		to the terms and covenants	∠ .
May Colle	Soul)	Color William	(Seal)
MICHAEL DOISON	Burrower	DEAN M. DOISON	Borrower
	(Soal)	BOX 392	الأرزاب مطالعين والمارات

# **UNOFFICIAL COPY**

Property of Coof County Clerk's Office