

UNOFFICIAL COPY

RECORD & RETURN TO:
THIS INSTRUMENT PREPARED BY:
JO NEJEDLY
BARTLAND FINANCIAL SERVICES, INC.
200 W. MADISON ST., SUITE 400
CHICAGO, IL 60606

92197714

LOAN# 5203096

92197714

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 17, 1992**
The mortgagor is **ALONSO CORTES AND JULIANA ARANDA, HIS WIFE**

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

HARTLAND FINANCIAL SERVICES, INC.
which is organized and existing under the laws of

ILLINOIS

, and whose address is

200 W. MADISON ST. SUITE 400 CHICAGO, IL 60606

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

SIXTY SEVEN THOUSAND AND NO/100
Dollars (U.S. \$ **67,000.00**). 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

APRIL 1, 1999. 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 5 IN LEAHY AND NAGLE'S SUBDIVISION OF UNIT 3, BEING A SUBDIVISION OF
THE WEST 3/4 OF THE NORTH 1/2 OF LOT 2 IN ADMINISTRATOR'S DIVISION OF
THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST
1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.**

TAX ID# **24-04-225-004**

DEPT-01 RECORDING **\$3.00**
T#0000 TRAN 2229 03/25/92 13:22:00
#7161 # L *-92-197714
COOK COUNTY RECORDER

33 JR

which has the address of **8949 S. 49th AVE**
[Street]

OAKLAWN
(City)

Illinois **60453** ("Property Address");
[Zip Code]

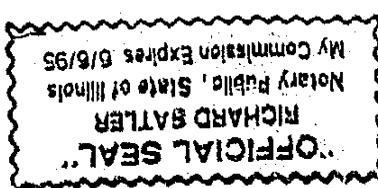
ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1878 (603)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-630-0303 □ FAX 618-701-1131

UNOFFICIAL COPY

Form 301A 9/90 (page 6 of 6 pages)



(Address)

(Name)

This instrument was prepared by

Notary Public

Given under my hand and official seal, this
17th day of March 1993,

My Commission expires: 6-6-95

free and voluntary act, for the uses and purposes herein set
forth, and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
I, personally known to me to be the same person(s) whose name(s) are
hereby certified that

I, a Notary Public in and for said county and state,
do hereby certify that Alfonso Cortes and Linda A. Hirsch

County ss:

Social Security Number _____
Borrower
(Seal)

Social Security Number 327-52-3680
Borrower
(Seal)

Social Security Number 345-46-9313
Borrower
(Seal)

Witness: *Alfonso Cortes*
Linda A. Hirsch
Security Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this

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

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

UNOFFICIAL COPY

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify, (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

UNOFFICIAL COPY

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

Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any payable instrument covering real property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

institute proceedings now or hereafter a part of the property, All replacements and additions to the property shall also be covered by this Security instrument.

BORROWER WARRENTS and CONVEYS the property to the Lender in fee simple absolute, except for encumbrances of record,

implied warranties by jointure to co-witnesse a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender agree as follows:

1. Payment of Principal and Interest Prepayments due when due the principal pay when due the

principal of and interest on the debt evidenced by the Note and any payable instrument covering real property.

2. Funds for Taxes and Liens due when due the principal pay when due the

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 of this Security instrument as a lien on the property; (b) yearly leasehold

premiums or ground rents on the property, if any; (c) yearly hazard 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 6, 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 reasonably probable loss to the property for Borrowers account under the federal Recal

Estimate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another

law which applies to the lesser of the Funds sets a lesser amount. If so, Lender may 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

purposes for which each debtor to the Funds was made. The Funds are pledged as additional security for all sums secured by

Lender to Borrower, without charge, an annual accounting of the Funds, showing credit and debits to the Funds. Lender

shall give to the excess Funds in accordance with the requirements of applicable law. Lender may so notify Borrower any time

Borrower for the excess Funds in accordance with the requirements of applicable law. Lender's sole discretion.

If the Funds held by Lender in full or all sums secured by this Security instrument or prior to the acquisition of

Funds held by Lender, if any, under Paragraph 2, Lender shall acquire or sell the Property. Lender, prior to the acquisition of

Funds held by Lender, shall pay all taxes, assessments, rents, if any, Borrower shall provide to Lender amounts payable to the

Property which may be applied first, to any late charges due under the Note.

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 by

Secured by this Security instrument.

4. Charges; Liens. Borrower shall pay all taxes, assessments, rents and impositions attributable to the

Property which may arise from the filing in a manner acceptable to Lender's opinion of record to prevent the

writing to the payment of the amount of the obligation secured by the lien in a manner acceptable to Lender's opinion of record to prevent the

lien by, or defects in the property which may affect the value of the property or the rights of the Lender or the title to the

lien or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Lender may give Borrower a notice indemnifying the lien or take over this Security instrument, if Lender determines that any part of the Property is subject to a lien which may affect the

value of the property or the rights of the Lender or the title to the property or the rights of the Lender or the title to the

lien by, or defects in the property which may affect the value of the property or the rights of the Lender or the title to the

lien or more of the actions set forth above within 10 days of the giving of notice.

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

to write this Security instrument, Lender may give Borrower a notice indemnifying the lien or take

over this Security instrument, if Lender determines that any part of the Property is subject to a lien which may affect the

value of the property or the rights of the Lender or the title to the property or the rights of the Lender or the title to the

lien by, or defects in the property which may affect the value of the property or the rights of the Lender or the title to the

lien or more of the actions set forth above within 10 days of the giving of notice.

6. Loss or Damage. If Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing

time directly to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under

shall pay these collections in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay the

lien by, or defects in the property which may affect the value of the property or the rights of the Lender or the title to the

lien or more of the actions set forth above within 10 days of the giving of notice.

UNOFFICIAL COPY

Sample Family - Famille Modèle Modèle UNIFORM INSTRUMENT - Document Conventions 9/90 (page 4 of 6 pages)

execution of this Security instrument discloses at any time prior to the earlier of: (a) 5 days (or such other period as remedies permitted by this Security instrument further notice of demand on Borrower).

Securitry instrument. If Borrower fails to pay these sums within which Borrower must pay all sums secured by this instrument 30 days from the date the notice is delivered or mailed within which Borrower shall have the right to have

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 it is sold or transferred (or if a beneficial interest in Borrower is sold or any part of the Property or any interest in

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.

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 affect other provisions of this Security instrument if the Note can justify deletion in which the Property is located. In the event that any provision or clause of this Security instrument or the Note are

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the State in which the Note is located.

in this Security instrument shall be deemed to have been given to Borrower or Lender who, given as provided in this paragraph,

mail to Lender's address stated herein or any other address Lender designates by notice to Lender. Any notice provided for address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mailing it by first class mail unless application law requires use of another method. The notice shall be directed to the Property

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by prepayable under the Note.

directed to Borrower. If a refund reduces principal, the reduction will be made as a partial payment without any requirement to make this refund by reducing the principal owed under the Note or by making a charge to the permitted limit; and (b) any sums already collected hereon Borrower which exceeded 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 this law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the note to the instrument shall be joint and several liability of the successors and assigns of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower who co-signs this Security instrument shall make any accommodations with regard to the terms of this Security instrument or the Note without the consent of or preclude the exercise of any right or remedy.

12. Successors and Assigns. Lender and Several Liability Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower who co-signs this Security instrument but does not execute the Note: (a) is to discontinue this Security instrument only to mortgagee, grant and convey that instrument to the person named in the Note; and (b) is not personally obligated to pay the sums borrowed by this Security instrument under the terms of this Note.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of amounts due to the sum secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not release the liability of the original Borrower successors in interest. Lender

waiver of or preclude the exercise of any right or remedy.

Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of the sum secured by this Security instrument of any successor in interest or any right or remedy.

Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, an award or settle a claim before the taking, Any balance shall be paid to Borrower within the date the notice is given, if the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make

otherwise provides, the proceeds shall be applied to the sum secured by this Security instrument whether or not the sum are secured by this Security instrument 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 same Property immediately before the taking, Any balance shall be paid to Borrower. In the event of a default taking of the fraction: (a) the total amount of the sum secured by this Security instrument shall be reduced by the amount of the following

sums secured by this Security instrument 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 Property in instrument, whether or not the due date of the payment of excess shall be applied to the sum secured by this Security instrument or other taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument in lieu of condemnation, are hereby assigned and

UNOFFICIAL COPY

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the 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 extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

UNOFFICIAL COPY

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this **17th** day of **MARCH**, 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

HARTLAND FINANCIAL SERVICES, INC.

(the "Lender")

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

8949 S. 49th AVE OAKLAWN, IL 60453

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of **APRIL 1**, 20 **22**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

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

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder, that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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

Alfonso Cortes
ALFONSO CORTES

(Seal)

-Borrower

(Seal)
-Borrower

Julianna Aranda
JULIANA ARANDA

(Seal)

-Borrower

(Seal)
-Borrower
(Sign Original Only)

UNOFFICIAL COPY

Property of Cook County Clerk's Office
411-2977-6