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ILLINOIS Family Loan INSTRUMENT 20080112

Illinois 60103 Zip Code
which has the address of 706 CRESTNUT STREET HANOVER PARK (Property Address)
Illinois 60103 Zip Code

101 210 IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS.

PI# 06-36-111-006
JUNE 03, 1963, AS DOCUMENT NUMBER 10 813 033, IN COOK COUNTY, ILLINOIS.

described property located in Cook County, Illinois.

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 07/01/99.

Ninety thousand and no/100 Dollars (U.S. \$ 90,000.00)

which is organized and existing under the laws of the State of Illinois and whose address is 188 Industrial Drive Ste. 124, Elmhurst, IL 60126

SANDIP D. PATHAK, A MARRIED MAN
THIS MORTGAGE ("Security Instrument") is given on March 26, 1992

92229693
92229693

MORTGAGE

[Space Above This Line For Recording Data]

7519184

92229693

RECORD AND RETURN TO:
HOME FAMILY MORTGAGE CORP.
188 INDUSTRIAL DRIVE SUITE 124
ELMHURST, IL 60126

669667226

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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 of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum of Funds: (a) for any 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 return to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, from 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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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, fire hazard, including 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 tortious 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 impact 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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Form 3014 9/90

10. Borrower's Copy: Borrower shall receive a non-identical copy of the Note and of this Security Instrument

11. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the State of California. In the event that any provision of this Security Instrument or the Note which can be applied to the Property is found to be unenforceable, the remaining provisions of this Security Instrument and the Note shall remain in full force and effect.

12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the address last provided by Borrower in writing to Lender. The notice shall be deemed to have been given to Borrower if it is delivered to the address last provided by Borrower in writing to Lender. Any notice to Lender shall be given by first class mail to the address last provided by Borrower in writing to Lender. Any notice to Lender shall be deemed to have been given to Borrower if it is delivered to the address last provided by Borrower in writing to Lender.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a fee which sets maximum loan charges, and the fee is not a charge for the loan, then the amount of such charge shall be reduced by the amount of the charge to the extent that the amount of such charge exceeds the amount of the charge which would be permitted to be collected in connection with the loan. The amount of such charge shall be reduced by the amount of the charge which would be permitted to be collected in connection with the loan.

14. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and inure to the benefit of the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument. Borrower's obligations under this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument does not release the other Borrower from its obligations under this Security Instrument. Lender may, without the consent of Borrower, assign, sublease, or otherwise dispose of its interest in this Security Instrument, and Borrower shall remain obligated to pay the sums due under this Security Instrument to the assignee, sublessee, or other person to whom the interest is assigned, subleased, or otherwise disposed of.

15. **Borrower Not Released; Forfeiture By Lender Not a Waiver.** Extension of the time for payment or modification of the terms of the loan secured by this Security Instrument shall not constitute a release of Borrower from its obligations under this Security Instrument. Any extension of the time for payment or modification of the terms of the loan secured by this Security Instrument shall not constitute a release of Borrower from its obligations under this Security Instrument. Any extension of the time for payment or modification of the terms of the loan secured by this Security Instrument shall not constitute a release of Borrower from its obligations under this Security Instrument.

16. **Insurance.** Borrower shall maintain and keep in force and effect fire, theft, and other insurance covering the Property and the contents thereof, and shall pay the cost of such insurance. Borrower shall maintain and keep in force and effect fire, theft, and other insurance covering the Property and the contents thereof, and shall pay the cost of such insurance. Borrower shall maintain and keep in force and effect fire, theft, and other insurance covering the Property and the contents thereof, and shall pay the cost of such insurance.

17. **Inspection.** Lender may, at any time, cause an inspection to be made of the Property and the contents thereof, and shall pay the cost of such inspection. Lender may, at any time, cause an inspection to be made of the Property and the contents thereof, and shall pay the cost of such inspection. Lender may, at any time, cause an inspection to be made of the Property and the contents thereof, and shall pay the cost of such inspection.

18. **Condemnation.** In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the proceeds provided by this Security Instrument, Lender shall be deemed to have been paid the amount of the proceeds provided by this Security Instrument. In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount of the proceeds provided by this Security Instrument, Lender shall be deemed to have been paid the amount of the proceeds provided by this Security Instrument.

19. **Assignment.** Lender may assign its interest in this Security Instrument to any person, and Borrower shall remain obligated to pay the sums due under this Security Instrument to the assignee. Lender may assign its interest in this Security Instrument to any person, and Borrower shall remain obligated to pay the sums due under this Security Instrument to the assignee. Lender may assign its interest in this Security Instrument to any person, and Borrower shall remain obligated to pay the sums due under this Security Instrument to the assignee.

20. **Waiver.** Borrower hereby waives its right to assert any defense or claim for damages, direct or consequential, in connection with any default under this Security Instrument. Borrower hereby waives its right to assert any defense or claim for damages, direct or consequential, in connection with any default under this Security Instrument. Borrower hereby waives its right to assert any defense or claim for damages, direct or consequential, in connection with any default under this Security Instrument.

21. **Entire Agreement.** This Security Instrument and the Note constitute the entire agreement between Borrower and Lender with respect to the loan secured by this Security Instrument. This Security Instrument and the Note constitute the entire agreement between Borrower and Lender with respect to the loan secured by this Security Instrument. This Security Instrument and the Note constitute the entire agreement between Borrower and Lender with respect to the loan secured by this Security Instrument.

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

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

22. *Release*. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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

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

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

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

non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(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 default must be cured; and

applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

21. *Acceleration; Remedies*. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

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

relate to health, safety or environmental protection.

this paragraph "Environmental Law" means federal laws and laws of the jurisdiction in which the Property is located that

pesticides and herbicides, volatile solvents, materials containing asbestos or lead/pb, and radioactive materials. As used in

Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this paragraph "Hazardous Substances" are those substances listed 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 knows, or is notified by any governmental or regulatory authority, that

governmental or regulatory 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

residential uses and to maintenance of the Property.

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

Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the

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

information required by applicable law.

address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

given written notice of the change in accordance with paragraph 19 above and applicable law. The notice will state the name and

or more changes of the Loan Servicer referred to a site of the Note. If there is a change of the Loan Servicer, Borrower will be

as the "Loan Servicer" 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

19. *Sale of Note; Change of Loan Servicer*. The Note or a partial interest in the Note together with this Security

not apply in the case of acceleration under paragraph 17.

obligations secured hereon shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

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

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

including, but not limited to, reasonable attorneys' fees and (d) takes such action as Lender may reasonably require to assure

comes any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument,

Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b)

Security Instrument, or (c) entity of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays

applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as

18. *Borrower's Right to Reinstate*. If Borrower meets certain conditions, Borrower 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 without 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without

17. *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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10/17/95

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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) [specify] | |

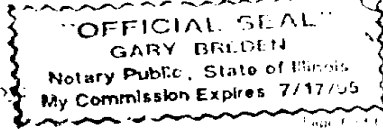
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

 _____ (Seal)
JINGA S. PATHAK, HIS WIFE, NOT AS CO-BORROWER
 Social Security Number _____ **MORTGAGOR, BUT FOR THE SOLE**
PURPOSE OF RELEASING MARITAL RIGHTS AND
HOMESTEAD RIGHTS. (Seal)
 _____ Borrower
 _____ Social Security Number _____
 _____ (Seal)
SANDIP D. PATHAK, A MARRIED MAN (Seal) Borrower
 Social Security Number _____ (Seal)
 _____ Borrower

STATE OF ILLINOIS, _____ County ss:
I, THE UNDERSIGNED _____, a Notary Public in and for said county and state do hereby certify that **SANDIP D. PATHAK, A MARRIED MAN AND JINGA S. PATHAK, HIS WIFE**

_____ personally known to me to be the same person(s) whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / she / they signed and delivered the said instrument as his / her / their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this _____ day of _____, 1995.

My Commission Expires: _____



This Instrument was prepared by _____

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 26th day of MARCH, 1992, 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

HOME FAMILY MORTGAGE CORP. (the "Lender") of the same date, and covering the property described in the Security Instrument and located at:

7064 CHESTNUT STREET, HANOVER PARK, IL. 60103

(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, 2022, 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 in my name 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 I cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no liens against the Property (except for taxes and special assessments not yet due and payable other than that of the Security Instrument) 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 advance 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 pay 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 or 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 that 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.

SANDIP D. PAVHAK, A MARRIED MAN (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

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