NOFFICIAL COPY AFTER RECORDING RETURN TO: 512 GOOD C ICM MORTGAGE CORPORATION 6061 SOUTH WILLOW DRIVE, SUITE 300 ENGLEWOOD, COLORADO 80111 ATTN: MARKETING OPERATIONS - PC

92205032

92238037

Line For Recording Data

ICM # 20-10795-5

23

MORTGAGE

March THIS MORTGAGE ("Security Instrument") is given on The nortgagor is JOHN F. SISCO AND SUZANNE SISCO, HIS WIFE

("Borrower"). This Security Instrument is given to ICM MORTGACE CORPORATION , which is croanized and existing under the laws of the State of Delaware and whose address is 6061 SOUTH WILLOW DRIVE SUITE 300, ENGLEWOOD, COLORADO 80111 Borrower owes Lender the prin ipal sum of Elighty Thousand and no/100 ------80,000.00) This debt is evidenced by Borrower's note Dollars (U.S. \$ dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid 1997 April This Security Instrument earlier, due and payable on 1 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, lereby mortgage, grant and convey to Lender the following described property

LOT 28 (EXCEPT THE SOUTH 70 FEET) IN COLLINS AND GAUNTLETT'S FIRST GARDEN SUBDIVISION IN THE EAST 1/2 OF FRACTIC NAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MCPIDIAN, SOUTH OF THE INDIAN The Clarks BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

12-24-406-003

located in

which has the address of 3533 N. OCTAVIA AVENUE

[City]

Illinois

60634

COOK

(Street) ("Property Address"),

[Zip Code]

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 secred of the estate hereby conceived and has the right to mortgage

grant and convey the Property and that the Property is unencombened, except for encombenaces of record. Borrowin winnings 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

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

by jurisdiction to constitute a uniform security instrument covering real property

Form 3014 9/30 (page 1 of 5 pages)

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 ("Funds") for, (a) yearly laxes 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 "f'scrow litems." 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 foan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, t2 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 future Escrow litems 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 hay 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 read. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in within however, that interest shall be paid on the Funds. Cender 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 4 ender 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 It may when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to hake up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It, under Paragraph 21, Lender shift acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at 'n rame 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 at a charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessment. Darges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold as ments 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 or aces of amounts to be paid under this paragraph. If Borrower shall promptly furnish to find a receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Screent Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to credit, (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lendan's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lend. 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 hireal/or prected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hizar is, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and fur the periods that Lender requires. The insurance camer 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 fessioned, 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 weting, any application of precedes 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 same secured by this Security Instrument immediately prior to the acquisition.

- 8. Occupancy, Preservation, Maintenance and Protection of the Property, Borrower's Loan Application; Leasebolds. 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 unrenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or unpair 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 began that in Lender's good light judgment could result in follother of the Property or otherwise materially impair the lien created by this Security Instrument or Lendur's security interest. Berrower 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 for 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 convenants 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 brinkruptcy, 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 and secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and prioring 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 be an interest from the date of disbursoment at the Note rice and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 6. Mortgage Insurance. If Leide implied mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the primitums 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 tapsed or ceased to be in effect. Lender will accept, use and retain these phyments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required at the option of Linder if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by tender 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 30 prower and Lender or applicable law.
- 9. Inspection. Leader or its agent may make reasonable emply) pon and inspections of the Property. Leader 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 dama 155, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in liquid condemnation, are hereby assigned and shall be paid to Lender.

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

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

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 such payments

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint 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, subject to the provisions of Paragraph 17 Borrower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in

the Property under the terms of this Security Instrument. (b) is not presonally obligated to pay the some necured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

- 13. I can Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given its provided in this paragraph.
- 15 Comming Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrov et 3 Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument
- 17. Transit. of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred to discuss a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written to sent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this or con shall not be exercised by Lender it exercise is prohibited by lederal law as of the date of this Security Instrument.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date, he notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower laits to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without until rather notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. It Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) hidays (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale continued in this Security Instrument, or (b) entry of a judgment enforcing this Security in rement. 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 Epirower, 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 object 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 to allow and applicable taw. The notice will state the name and address of the new Loan Servicer and the address to which pareners 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 Substances on or in the Property Borrower shall not do nor allow anyone else to disposal, storage, or release of any Hazardous Substances shall not do nor allow anyone else to disposal, storage, or release of any Hazardous Substances shall not apply to the prosence, 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 Englishmental 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 haminable or toxic petroleum products, toxic petroleum and herbicides, volatile solvents, materials containing astiestos or formaldehyde, and tadioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the junsdiction 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-edstence of a default or any other defense of Borrower.

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acceleration and foreclosure. If the default is not cared on or before the data specified in the notice, tender 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 paraling the remedies provided in this Paragraph 21, including, but not limited to, reasonable attentives' less and costs of title evidence.

provided in this Paragraph 21, including 22. Riskasu. Upon payment of all), but not limited to, reasonable a sums secured by this Security in			Instrument
without charge to Borrower Borrower		iaridinem, tempor si	in the second second	
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Security Instrument, the covenants and				nd supplemen
the covenants and agreements of this	Security Instrument as if the nider	(s) were a part of th	is Security Instrument	
[Check applicable box(es)]				
Adjustable Rate Rider	Condomnium Rider Planned Unit Development Rider Rate Improvement Rider		1 4 Family Rider Biweekly Payment Rider Second Home Rider	
Graduated Payment Rider				
X Balloon Rider				
Other(s) (specify)				
BY SIG! INC BELOW. Borrower act	cents and sorees to the terms an	d cavenants contain	ed in this Security Institu	ument and in
any rider(s) executed by Borrower and			,	
Witnesses			<u> </u>	
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STATE OF ILLINOIS.	County County			
the undersigned	NOOS AND BUTANNE OU		and for such county une	d mula.
do hereby certify that JOHN F. :	SISCO AND SUZANNE SIS	CO, FOS WIFE		
	personally known	to me to be the sar	กม person(s) whose กลก	no(s)
subscribed to the foregoing instrument.	• •			
signed and delivered the said instrumen	_		ne us and purposes th	ายเพก
set forth.				
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(CONDITIONAL RIGHT TO REFINANCE)

of the same date and covering the property described in the Seconty instrument and located at

3533 N. OCTAVIA AVENUE CHICAGO, ILLINOIS 60634

(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 matenty date of the Note and Security Instrument (the "Maturity Date"). I will be able to obtain a new loan ("New Loan") with a new infutionly Date of April 1 20 22 and with an interest rate equal to the "New Note flate" determined in a condense with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Relinancine Cotion"). If those conditions are not met 1 understand that the Note Holder is under no obligition 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

It I want to exercise the Concilional Relinancing 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 pointly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date. (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters aftering title to the Property (except for taxes and special assuissments not yet due and payable) ansing after the Security Instrument was recorded. (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate, and (5) I must make a viritien 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 interestic pail to the Federal National Mortgage Association's required not yield for 30 year fixed rate mortgages subject to a 50 day margatery commitment, plus one half of one percentage point (0.5%) rounded to the nearest one nighth of one piece stage point (0.5%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date at ditine of day that the Note Holder receives netice of my election to exercise the Conditional Relinancing 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 Folder 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 Dro. (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 a dear me of the principal accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder 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 indeeptable 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, and any reasonable third party costs, such as documentary stamps, intangible tax survey, recording fees, etc.

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

	(Seal)	(Seal)
JOHN F. SISCO	/ " Barrison	Horrower
Y William K	(Seal)	(Seal)
SUZANNE SISCO	Romower	Bottower
•		(Sign Ongina) Only