

UNOFFICIAL COPY

AFTER RECORDING RETURN TO:
CMB/LIC
2809 S. LYNNHAVEN ROAD #360
VIRGINIA BEACH, VA 23452

1992 APR 29 AM 9 50

92273037

(Space Above This Line For Recording Data) 33

580257

MORTGAGE 15 C-1

THIS MORTGAGE ("Security Instrument") is given on **APRIL 24, 1992,**
The mortgagor is ~~CAROLYN E FASTIGI~~ ¹⁹ DIVORCED AND NOT SINCE REMARRIED
("Borrower"). This Security Instrument is given to
LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS, which is organized and existing
under the laws of THE STATE OF TEXAS, and whose address is PO BOX 40,
AUSTIN, TEXAS 78767 ("Lender").
Borrower owes Lender the principal sum of SIXTY NINE THOUSAND AND 00/100
Dollars (U.S. \$ 69,000.00). 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 **MAY 01, 1997**. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other costs, 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 prop-
erty located in **COOK** County, Illinois:
LOT 14 IN BLOCK 2 IN K. G. SCHMIDT'S SUBDIVISION OF LOTS 5, 6 AND 7
AND THE WEST 1/2 OF LOT 4 IN THE SUPERIOR COURT COMMISSIONER'S
PARTITION OF THE NORTH 10 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF
THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
TAX ID #13-01-209-014

CHICAGO [Signature]

which has the address of **6215 N FAIRFIELD AVE**
Illinois **60659** ("Property Address");
[Zip Code]

2003226

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

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

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

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

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

580257

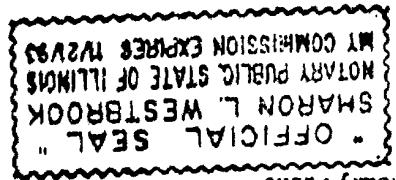
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BOX 15

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M61

Form 3014 SWO (page 6 of 6 pages)



SUE JANACHOWSKI

This instrument was prepared by:

My Commission expires: 11/21/93

WITNESS my hand and official seal.

, and acknowledged the execution of the foregoing instrument,

REMARDED
On this 15th day of APRIL , 19 92 , before me, the undersigned, a Notary Public in and for said County, personally appeared CARL E. FASIG, DIVORCED AND NOT SINCE

STATE OF ILLINOIS COOK County ss:

(Space Below This Line for Acknowledgment)

Social Security Number
—Borrower
(Seal)

and in any rider(s) executed by Borrower and recorded with it.

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

[Check applicable box(es)] Other(s) (specify) _____

- Balloon Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Adjustable Rate Rider
- condominium Rider
- 1-4 Family Rider

[Check applicable box(es)]
and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
With this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend
with this Security Instrument. If one or more riders are executed by Borrower and recorded together

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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 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. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due, and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices, 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property by instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security by instrument provided by law as of the date of this Security Instrument.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to Borrower prior to acceleration (but not prior to acceleration) under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default or breach; (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 and sale of the Property. The notice shall further inform Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate payment and foreclosure proceedings 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 attorney fees and costs of title evidence.

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

that relate to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located used in this paragraph 20, "Environmental Laws" contains asbestos, formaldehyde, and radioactive materials. Asbestos and herbicides, volatile solvents, materials containing asbestos, formaldehyde, and radioactive products, toxic by Environmental Law and the following substances: gasoline, kerosene, oilfieldflammable or toxic petroleum products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower has actual knowledge, or is notified by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, or is notified by any government or regulatory authority or government agency or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting any Hazardous Substances or any investigation, claim, demand, lawsuit or other action by to normal residential uses and to maintenance of the property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence of any Hazardous Substances or in the Property, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances.

20. Hazardous Substances. The Note or a partial interest in the Note (together with this Security instrument) may be sold once or more times without prior notice to Borrower. A sale may result in the entity instrument and the Note will also contain any other information required by 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 be given written notice of the change in accordance with Paragraph 14 above and applicable law. Servicer, Borrower will be one or more debtors of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan also may be one of more debtors of the Loan Servicer such action to pay (known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security Instrument. There instrument may be sold once or more times without prior notice to Borrower. A sale may result in the entity instrument and the Note will not apply in the case of acceleration under Paragraph 17.

right to remit late which would be due under this Security instrument and the Note as if no acceleration had occurred. However, this instrument and the Note will not apply in the case of acceleration under Paragraph 17.

19. Sale. Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be sold once or more times without prior notice to Borrower. A sale may result in the entity instrument and the Note will not apply in the case of acceleration under Paragraph 17.

(a) pays Lender all sums which would be due under this Security instrument and the Note as if no acceleration had occurred; (b) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees, and (c) takes such action as Lender may reasonably require to assure that the instrument is includable in any other covenants of agreement; (d) pays all expenses incurred in accelerating this Security instrument, including, but not limited to, reasonable attorney fees, and (e) pays all expenses incurred in accelerating this Security instrument, before sale of the Property and Borrower's obligation to pay Security instrument, or (b) entry of a judgment against this Security instrument. Those conditions are that Borrower as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this instrument or of this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period enforceable by law as of the date of this Security instrument) following notice of exercise of this option, or (b) 5 days (or such other period enforceable by law as of the date of this Security instrument) following notice of exercise of this option.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security instrument without further notice or demand on Borrower.

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 the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy available by law as of the date of this Security instrument.

If Lender exercises this option, Lender shall not be exercised by Lender if exercise is prohibited by federal person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

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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 condemnation or other taking of any part of the Property, or for conveyance in lieu of 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 the 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 following 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 before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 personally obligated to pay the sums secured 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. Loan 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 charge 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. Noticees. 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 as provided in this paragraph.

15. Governing 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. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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and Lender or applicable law.

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

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this this paragraph 7, Lender does not have to do so.

paying reasonable attorney's fees and entitling on the Property to make repairs. Although, Lender may take action under actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, may do and pay for whatever is necessary to protect the value of the Property and, Lender's rights in the Property, Lender's such as a proceeding in bankruptcy, probable, for continuation of foreclosure or to enforce laws or regulations), then Lender contained in this Security Instrument, or there is a legal proceeding that may affect Lender's rights in the Property merged 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 Lender fails to pay its principal, interest, taxes or insurance, Lender may terminate the leasehold and the fee title shall not merge unless Lender agrees to the if Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, evidence in the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as information or statements to Lender for failure to provide Lender with any material information in connection with the loan interest. Borrower shall also be in default if Borrower, during the loan application process, gave materiality false or inaccurate information or otherwise misrepresents to Lender of the intent to provide Lender by this Security Instrument in the Property or other material impairment of the lease created by the Borrower's proceeding to be dimissed with a notice, in Lender's good faith determination, precludes forfeiture of the Borrower's security interest. Borrower may cure such a default and reinstated, as provided in paragraph 18, by causing the action or could result in forfeiture of the Property, otherwise materially impair the lease created by this Security Instrument or Lender's be in default if any forfeiture action of proceeding, whether civil or criminal, is begun that Lender's judgment be in default the Property to determine, or quantum waste of the Property. Borrower shall incur damage or impair the Property, allow the Property to deteriorate, or commit waste of the Property. Borrower shall not unreasonably withhold, or unless it is reasonably circumstances exist which are beyond Borrower's control. Borrower shall not for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence. Lender shall use the proceeds to repair or restore the Property, and use the proceeds to principal real estate. 6. Occupancy. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application instrument immediately prior to the acquisition.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal real estate is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal real estate of possession the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, or 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

of 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 abandon the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower applied to the sums secured by this Security Instrument, whether or not then due, the insurance proceeds shall be restored or repeat is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be 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 economic, Lender and Lender's security is not lessened. If the

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 give prompt notice to the insurance carrier all receipts of paid premiums and renewals. In the event of loss, Borrower shall give promptly to Lender all receipts of paid premiums and renewals. If Lender requires, Borrower shall provide a standard mortgage clause, Lender

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

15TH

CARL E. FASIG

THIS BALLOON RIDER is made this 24th day of APRIL....., 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 LUMBERGEN'S INVESTMENT CORPORATION OF TEXAS....., (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6215 N FAIRFIELD AVE CHICAGO, ILLINOIS 60659

[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 JULY 01, 20....., 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.

Carl E. Fasig (Seal)
CARL E. FASIG Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

[Sign Original Only]

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