.[Space Above This Line For Hesording Date]

#### MORTGAGE

THIS MORTOAGE ("Security Instrument") is given on [H \* y ] 6 . [1993] - LOGERGOIS) and CRISTAN M. LOGERGUISE, bushand wad with

This Security Instrument is given to Harket Street Hertgage

which is organized an diexisting under the laws of Site ties of His children P. C. No. 2717. | Sampa, ft 33427

Borrower owes Lerson the principal sum of One Buedred Light Thousand Sive Buedred Bollars and no/100 3 1 6 2 2

, and whose address is ("Londer").

Dollars (U.B. \$ 108,500.00 ). This daht is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full dept of not paid earlier, due and payable on -2une - 1, -2.0.00. This Security instrument secures to Lender (2) 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 (a) 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 Lander the following described property located in 1000 K

SEE 116A1 BESCRIPFION ATTACHIO O AND MADE A PART IBERTOR 204 County

93428195

("Borrower")

RECORDING YRAN 4194 06/07/93 1314

(Oity)

which has the address of

[Street]

Hinola 50304

16-18-519-01S

County, Illinois:

(Zip Code)

("Property Address");

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

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

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 8 ISC/CMDTIL//0491/3014(9-90)-L

FORM 3014 9/90

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

UNIFORM COVENANTS. Borrowor and Londer covenant and agree as tollows

- 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 fate 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 flee of the payment of mortgage insurance premiums. Those items are called "Escrow items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a funder for a factorilly related mortgage foan may require for Borrower's escrow account under the faderal 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 tesser 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 date and reasonable estimates of expenditures of future Escrow tems or otherwise in accordance with applicable law.

The Funds shift be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lenduc, if Londer is such an institution) or in any Federal Home Loan Bank. Londer 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 varilying the Escrow Items, unless Londer pays Borrower interest on the Funds and applicable law pernits Londer to make such a clear to However. Londer may require Borrower to pay a one-time charge for an independent real estair, for reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless to be agreement is made or applicable law requires interest to be paid, Londer shall not be required to pay Borrower key interest or earnings on the Funds. Borrower and Londer may agree in writing, however, that interest shall be paid on the runds. Londer shall give to Borrower, without charge, an annual accounting of the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional accountly for all sums secured by this Security instrument.

If the Funds held by Lender exceled the amounts permitted to be held by applicable law, Lender shall account to Horrower 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  $p(\gamma)$  the Escrow Items when due, Lender may so notify Sorrower 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 montally payments, at Lender's sole discretion.

Opon payment in full of all sums secured by file Security Instrument, Lender shall promptly refund to Borrower any Funds hold 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 hold 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 Londer under paragraphs 1 and 2 shall be applied: first, to any prepayment courges due under the Note; second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal dua; and last, to any late charges due under the Note.
- 4. Charges; Llens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, each asserted payments or ground rents, if any. Borrower shall pay these obligations in the number 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 clrectly, 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 ilen in a manner recoptable 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 to agreement satisfactory to Lender subordinating the lien to this Sociality Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Sociality Instrument, Lender may give Borrower a nether 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 her after crected 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 Corrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls 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.

ILLINGIS--BINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMOTIC//0491/3014(9-90)-C PAGE 2 OF 6 FORM 3014 R/90

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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 with begin when the notice is given.

Unless Lander 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. Occupance, Frenervation, Maintenance and Proteotion of the Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within stay 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, displace or impair the Property, allow the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment notice and in a forfeiture of the Property or observise materially impair the item created by this Security Instrument or Lond in accurate the Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forfeiture of the Borrower's interest in the Property or either material impairment of the Ilen created by this Security Instrument or Universe 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 falled 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 occumency of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall not merge universe. Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Properc. If Borrower falls to perform the covenants and agreements contained in this Socurity Instrument, or there is a legit 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 (swa or sugilations), 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 may sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable actorises, foos 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 Londer under this paragraph 7 shall be come additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer agree to other forms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be per sole, with interest, upon notice from Londer to Borrower requesting payment.

Security instrument. Becover small pay the premiums required to maintain the rectique insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to on in effect, Borrower shall pay the premiums required to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to force of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance or a rage 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, one and retain these option of Lender, if mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, one and retain these option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender is guires) provided by an insurance approved by Lender again becomes available and is obtained. Somewer shall pay the pramiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends

ILLINOIS-BINGLE PAMILY-FINMA/PHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9:90)-1 PAGE S OF 8

POHM 3014 9/80

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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

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 falls 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 No. If massed; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortication of the sums accured by this Socurity 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. Londer shall not be right' of to commence proceedings against any successor in Interest or rotuse to extend time for payment or otherwise right entertization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in Interest. Any forbearance by Lender in exercising 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 mortgago, 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, forboar or mind 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 histrument 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: (1) /my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) r ny sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender his phoose 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 in ethicd. The notice shall be directed to the Properly Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lorder's address stated herein or any other address Lenke, 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.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Society 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 person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums.

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secured by this Security freedment. Security treatment of the debt of this Security treatment of the debt of this Security treatment. The notice is prohibited by foderal law as of the debt of this Security treatment. 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 falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to heve

18. Borrower's Right to Beinstate. If Borrower meets contain conditions, Borrower shall have the right to heve enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for rolliestatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to rollieste shall not apply in the case of acceleration under paragraph 17.

19. Sate of Note; Change of Loan Servicer. The Note or a partial interest to 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 note changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will size, contain any other information required by applicable law.

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

Borrower shall promptly give Len for written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has a stud knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or off or 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 Suclatances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, violatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Finocommental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to be alth, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to 30 rower 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 executy: (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 at default on the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, one slosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of only other defense of Borrower to acceleration and foreclosure, if the default is not cured on or before the date appetited in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

(ELINOIS--BINGLE FAMILY--FRMA/FHLMC UNIFORM INSTRUMENT ISC/CMDT(L//0491/3014(9-60)-L PAGE 8 OF 6 FORM 5014 9/90

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with this Security Instrument, the coverants amend and supplement the coverants and a Security Instrument. [Chack applicable box [1]] Adjustable Bate Blder.	agreements of this Security instrument as	If the rider(s) were a part of this
	Planned Unit Development Rider   Rate Improvement Rider	1 164 Parmiy Akter 1 Biweekly Payment Rider 1 Second Home Rider
BY SIGNING BELOW, Borrower accepts instrument and in any ridor(s) executed by E	s and agrees to the terms and covenants.	contained in thin Security
Wilnesses.	Total and the state of the stat	_
		200
	JOHN H. FORTROI Social Security Number	
	KRISTIN M COGI	1 1 1 5 d 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Social Security Number	Social Security Number	(Beat)
STATE OF ILLINOIS,  that JGHN M. LOGER 9H ! S Logn did  personally known to me to be the same personer me this day in person, and acknowled the Fr free and voluntary act, for the use  Given under my hand and official seal, the	on(s) whose name(s) subscribed to the following a first they algned and delivers and purposes therein set forth.	ounty and state (to hereby certify
My Commission expires:	ly Rosenfeld	
This instrument was prepared by: Kinher	Note of My	"OFFICIAL SEAL" Kim Kimzey Iry Public State of Illinois > Commission Expires 10/10/93
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM	A INSTRUMENT	FORM 3014 9/80

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LOAN NO. 0778252

THIS BALLOON RIDER is made this but building day of May 2. 19.9.0 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 (the "Lender") Markar Street Hortgage Corporation of the Security Instrument and located at:

> 1016 S. KENTINONIO AVENUE, DAK PANK, II BOJO4 (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 Pikler. 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 MODIT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able obtain a new loan ("New Lean") with a new Maturity Date of 10 81 1 1 2 0 2 1 1 and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below it all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinencing Collon"). It those conditions are not met, I understand that the Note Holder is under no obligation to refinence 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 into the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Tellmancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be one owner and occupant of the property subject to the Security instrument (the Property"); (2) I must be current in my mortifily enyments and cannot have been more than 30 days late on any of the 12 scheduled morthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and pays bie) other than that of the Security Instrument may exist. (4) the New Note Rate cannot be more than 5 percentage points at ovil 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 point (0.5%), rounded to the nearest one eighth 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 the point (0.125%) (the "New Note Rate"). The required net 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. yield for 30-year fixed rate mortgages subject to a 60-day in andatory delivery commitment, plus one-half of one percentage

4. CALCULATING THE NEW PAYMENT AMOUNT
Provided the New Note Bate as calculated in Section 3 above is not greate, than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the No.o 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 Dure (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the Pay 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 ar ivise 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 made to the Note Holder will be the conditions of the Note Holder will be not a section 2 above are made to the Note Holder. 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 conditional Refinancing Option by notifying the Note Holder no later than 45 calendar mays prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage. 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 \$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 Filder. \_(des) JOHN ERQUIST (Seal) Horrower KRISTIN М. L C G É R Q U 1

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Laga) Boner tpt fan Rider \*2 1/2 OAK LOT TO (EXCEPT THE SOUTH 12 1/2 PEET THEREOF) IN BLOCK 4 IN WALTER S. DRAY'S ADDITION TO OAK PARK, A SUBDIVISION OF LOTS 5 TO 7 IN THE SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT AAL IN CONTROL OF THE THE WEST 1/2 OF THE SOUTHWEST 2/4), IN COOK COUNTY, TLLINOIS.

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