#; 0000000003202702 93466595 RECORD AND RETURN TO CENTERBANK MORTGAGE COMPAN 43 SOUTH MAIN STREET WATERBURY, CT 06702 to Above This Line for Recording Date) MORTGAGE THIS MORTGAGE USecurity Instrument") is given on JUNE 03, 1993 . The mortgagor is WILLIAM A ZIMMER AND SUSAN R ZIMMER, HIS WIFE DEPT-11 RECORD TOR \$35.50 1#6666 TRAH 4996 06/18/93 12117100 12758 1 \*-93-466595 COOK COUNTY RECORDER ("Berrower"), This Security Instrumers is given to ALLSOURCE MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 3000 CENTRAL STREET EVANSTON, ("Leader"). Borrower owes Leader the principal sum of SIXTY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 67, 750 33 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for routhly payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2000 . This Security Instrument secures to Lander: (a) the repayment of the debt evidenced by the Note, with interest, and Mirenewals, 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 lastrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this gurpose. Borrower does hereby mortgage, grant and convey to Lander the following desir bed property located in County, Illinois: COOK 93466595 which has the address of 4920 MAIN STREET SKOKIE [Street, City] Illiania 60076 ("Property Address"); (Zip (bele)

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FILE NO.: R31454

### LEGAL DESCRIPTION UNOFFICIAL COPY

LOT FORTY FIVE (EXCEPT THE WEST 30 FEET AND THE EAST 30 FEET THEREOF) (45) IN GEORGE F. NIXON AND COMPANY'S GOLFVIEW ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF SECTION 22, TOWNSHIP 41 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, MARCH 16, 1925, AS DOCUMENT NUMBER 247960.

PERMANENT INDEX NO.: 10-22-214-034

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

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

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

UNIFORM COVENANTS. Borrower and Leader covenant and agree as follows:

1. Payment of Principal and Interest; Propayment 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 reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph and in 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 loss may require it. Sorrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at sec. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Leader 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 leve.

The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity (including Leader, if Leader is such an institution) or in any Federal Home Loan Bank. Leader shall apply the Funds to pay the Escrow Items. Leader may not charge Borrower for houring and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Leader pays Borrower interest on the Funds and applicable law permits Leader to make such a charge. However, Leader may require Borrower to pay a one of the charge for an independent real estate tax reporting service used by Leader in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leader shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Leader may agree in writing, however, that interest shall be paid on the Funds. Leader 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 Borrov er 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, print 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 Paymonts. Unless applicable law provides otherwise, all payments received by trader 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 peid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a manner acceptable to Lender; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the anforcement of the lies; or (c) secures from the holder of the lies an agreement satisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lies. Borrower shall satisfy the lies or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against less 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.

All insurance policies and renewals shall be acceptable to Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londer. Londer

may make proof of loss if not made promptly by Borrower.

Union Leader 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 Leader's security is not lessened. If the restoration or repair is not economically feasible or Leader'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 dose and lesseness within 30 days a notice from Leader that the insurance carrier has offered to settle a claim, then Leader may collect the insurance proceeds. Leader 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 Leader and Briverer otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly on ments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lewise, Borrower's right to any insurance policies and proceeds resulting from demage to the Property prior to the acquisition said pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

Occupancy, Preservation, Mainterance and Protection of the Property; Borrower's Loan Application; Leaseholds. Burrower 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 of the raise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyon! Forrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by this Security location or Leader's security interest. Borrower may cure such a default and relastate, as provided in paragraph 18, by causing the solion or proceeding to be dismissed with a ruling that, in Leader's good faith determination, precludes forfeiture of the Borrow of interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's security interest Porrower shall also be in default il Borrower, during the loss 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 ican evidenced by the Note, including, but not limited to, representations concerning Berrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the locality, the leasehold and the fee title shall not marge unless Lander agrees to the merger in writing.

7. Pretection of Lander's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's lights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulation), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lander's actions may include paying any sums secured by a lies which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less and entering on the Property to make repairs. Although Lender may take action under this payagraph 7, Lender

does not have to do so.

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

8. Marigage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance, Loss reserve payments may so longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender

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requires) previded by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection, Leader or its agent may make reasonable entries upon 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 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 Leader.

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 Leader 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. 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 Leader caterwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Secretity Instrument whether or not the sums are then due.

If the Property is abando to by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dam get. 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.

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 Wate without that Borrower's consent.

13. Lean 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. Leader 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.

16. 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 as provided in this paragraph.

15. Geverning 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. Berrewer'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 person) without

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Leader's prior written consent, Leader 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 Leader if exercise is prohibited by federal law as of the date of this Security Instrument.

If Leader enercises this option, Leader 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, Leader may invoke any remedies permitted

by this Security Instrument without further notice or demand on Borrower.

18. Berrower's Right to Reinstate, if 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) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys (see; and (d) takes such action as Leader may reasonably require to assure that the lien of this Security Instrument, Leader's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue unchanged. Upper reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no pays the case of acceleration under peragraph 17.

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

information required by applicable law.

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

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

pecessary remedial actions in accordance with Environmental Law.

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

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

21. Acceleration; Remedies. Lender shall give notice to Berrower prior to acceleration 'el'owing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under pragraph 17 unless applicable law prevides 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, foreclesure 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 foreclesure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies previded 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, Leader shall release this Security Instrument without charge to Berrower. Borrower shall pay any recordation costs.

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

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Balloon Rider	Rate Improvement Rider		
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THIS BALLOON RIDER is made this 3RD day of JUNE, 1993, 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 the Borrower's Note to ALLSOURCE MORTGAGE CORPORATION

(the "Lender") of the same date and covering the

property described in the Security Instrument and located at:

4320 MAIN STREET SKOKIE, IL 80078

(Proporty Addrson)

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 "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreement 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 matricity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new ioan ("New Lown") with a new Maturity Date of JULY 01, 2023, and with an interest rate equal to the "New Note "Date" 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 collisation 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 Cormitonal 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 selectured 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 Revertained by 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 interist equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a folday mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect to the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Ciption. If this required net yield is not available, the Note Holder will determine the New Note Rate by using companied information.

4. CALCULATING THE NEW PAYMENT AMOUNT

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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 histrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 note), 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.

S. 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 same, fille 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, Borro	wer accepts and agree	s to the terms and covenants contained in	_
WILLIAM A ZIMMER	BORROWER	SUSAN R ZIMMER	BORROWER
	47 N	/Sig.	o Original Only)
<del></del>	(Seel) BORROWER		

Property of County Clerk's Office