

PREPARED BY:
MARGARET A. BIELINSKI
ARLINGTON HEIGHTS, IL 60004

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93542828

RECORD AND RETURN TO:

OLD KENT BANK AND TRUST COMPANY, ITS SUCCESSORS AND/OR ASSIGNS
28 NORTHRIDGE AVENUE
ELGIN, ILLINOIS 60120

LENDERS TITLE GUARANTY

2300 N. Barrington Rd., Suite 600
Hoffman Estates, Illinois 60195
708.303.6200 • Fax 708.303.6249

[Space Above This Line For Recording Data]

MORTGAGE

THE TERMS OF THIS LOAN 0749246
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on JUNE 28, 1993
ROBERT T. BERTRAM
AND SUSAN L. BERTRAM, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
TRANS NATIONAL MORTGAGE CORP

DEPT-11 RECORD TOR \$33.00
T46666 TRAN 7069 07/14/93 13:58:00
47292 # **-93-542828
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1500 WEST SHURE DRIVE-SUITE 200
ARLINGTON HEIGHTS, ILLINOIS 60004 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED EIGHTY THOUSAND
AND 00/100 Dollars (U.S. \$ 180,000.00).

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 JULY 1, 2000. 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 sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 9 IN BLOCK 4, IN PROVIDENT MUTUAL LAND ASSOCIATION SUBDIVISION, OF BLOCKS 7, 8, 9, 10, 11, 12, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 AND 59 IN THE VILLAGE OF WINNETKA, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-20-206-004

which has the address of 563 PROVIDENT STREET, WINNETKA
Illinois 60093 ("Property Address");
Zip Code

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS - 313-293-8100 - 800/521-7291
LMB-BRIL (19101)

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DPS 1089
Form 3014 9/90

Initials: AB

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DPS 1000

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WD-BRILL 9/90

more of the actions set forth above within 10 days of the giving of notice.
In security instrument, Lender may give Borrower a notice indicating the lien. Borrower shall satisfy the lien or take one of
this security instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to
the commencement of the lien, or (e) securities from the holder of the lien in agreement satisfactory to Lender's opinion
by, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the
writings to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contestants in good faith the lien
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.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
to the person owed payment, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph.
these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly
which may attach priority over this Security Instrument, and leasehold payments of ground rents, if any; Borrower shall pay
4. (charges) liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property
third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;
3. Application of Payments, unless applicable law provides otherwise, all payments received by Lender under paragraphs
this Security instrument.

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 2, Lender shall receive or sell the Property, Lender, prior to the acquisition of said
of the property, shall apply any funds held by Lender at the time of acquisition of said as credit against the sums secured by

the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender shall
not suffice 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 in no more than
twelve months, at Lender's sole discretion.

the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender is made or
used by Lender in connection with this loan, unless applicable law permits otherwise, unless an agreement is made or
a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service
vertifying the Escrow items, unless Lender holds the funds and applicable law permits Lender to make such
Escrow items, Lender may not charge Borrower interest on the funds and applicable law permitting the escrow account, or
including Lender, if Lender is sued in litigation) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the
The funds shall be held by Lender in a institution whose deposits are insured by a federal agency, instrumentality, or entity

between items or otherwise in a ordinance with applicable law.
Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future
sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.
1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law applies to the funds
related mortgage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of
Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally
the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."
it may; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with
or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,
and assessments which may attach priority over this Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes
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
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Premium and Interest: Prepayment and Late Charges, Borrower shall pay when due the
form of Premium and Interest: Prepayment and Interest covered and agree as follows:

CONTRACT COVENANTS, Borrower and Lender covenant and agree as follows:
variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT embodies uniform covenants for national use and non-uniform covenants with limited
and will defend personally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER conveys the Property is unencumbered, except for encumbrances of record. Borrower warrants
instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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 repopulations and additions shall also be covered by this Security

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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

DPS 1001
Form 3014 9/90

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1-316-71149

Form 3014 9/90
DPS 1002

16. Borrower's copy, Borrower shall be given one contoured copy of the Note and of this Security instrument.
10 be severable.

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 of this Security instrument or the Note given effect without the conflicting provision. To the extent that the provisions of this Security instrument and the Note are declared invalid under applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be enforced.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing to the address set forth in the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless Borrower designates by notice to Lender, Any notice to Lender shall be given by second class mail or any other address Lender designs by notice to Borrower. Any notice provided for in this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Preparation of charge under the Note.

1A. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is similarly interpreted so that the interest or other loan charges collected as or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be deducted by the amount necessary to reduce the charge loan exceeded the permitted limits; (b) any such loan charge shall be deducted by the amount necessary to reduce the charge loan exceeded the permitted limits; (c) any such loan charge shall be deducted by the amount necessary to reduce the charge loan exceeded the permitted limits.

Secondly by this security mechanism and as agrees with us, under our own arrangement of the Note without that Borrower's consent.

12. **Successors and Assigns; Joint and Several Liability**: To-signers, The co-venturants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 17.

11. Borrower Not Kept aside; Right of Lender Not a Waiver; Extension of the time for payment of non-accrued interest
of amortization of the sum, 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
convene proceedings against any successor in interest of the original Borrower or Borrower's successors in interest for payment
of the sums secured by this Security Instrument if, reason of any demand made by the original Borrower or Borrower's
successors in interest. Any forfeiture by Lender in exercising any right of remedy shall not be a waiver of the

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to preceas to Borrower 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offers to make available 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 sell it and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum awarded or settled.

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

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the property. Leader shall give

paid premiums may no longer be required, at the option of Lender, if mortgagee insurance coverage (in the amount and for the period that Lender requires) provided 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 mortgagee insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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- **17. Transfer of the Property.** If 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 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.

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 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 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 covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

- **19. Sale of Note; Change of Loan Servicer.** The Note or a partial 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 collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer related 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 cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to 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 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 actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive 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 Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-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 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.

DPS 1003
Form 3014 9/90

635-1283

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DPS 1094

MY COMMISSION EXPIRES 5/8/96
NOTARY PUBLIC STATE OF ILLINOIS REG. #018

Notary Public

"OFFICIAL SEAL" CYNTHIA L. MICKLE

My Commission Expires:

GIVEN under my hand and official seal, this 24th day of July,
free and voluntary act, for the uses and purposes herein set forth.

we this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR
personally known to me to be the same persons(s) whose name(s) subscribed to the foregoing instrument, appeared before

ROBERT T. BERTRAM AND SUSAN L. BERTRAM, HUSBAND AND WIFE
county and state do hereby certify that

a Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

Borrower

(Sally)

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0749246

THIS BALLOON RIDER is made this 28TH 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 Borrower's Note to TRANS NATIONAL MORTGAGE CORP.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
563 PROVIDENT STREET
WINNETKA, ILLINOIS 60093

(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 1 , 2023 , 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 no 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, and any reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

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

ROBERT T. BERTRAM

(Seal)
Borrower

SUSAN L. BERTRAM

(Seal)
Borrower