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Return Recorded Doc In.

Banc One Mortgage Corporation
9399 W. Higgins Road 4th Floor
Rosemont, IL 60018
Atm: Post Closing Department

93854408

93.85 9h

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security (nearment") is given on

October 15, 1993

. The mortgagor is

HADI SEYF TOLOGY, MARRIED TO INGRID O. TOLOGI

("Borrower"). This Security Instrument is given to LEUFCT-A-LOAN, D/B/A NORTHERN FINANCIAL SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose

address is 7154 CARPENTER ROAD

SKOKTE, IL 60077 ("Lorder"). Borrower (

("Lorder"). Borrower owes Lender the principal sum of

Winety-Six Thousand and No/100 ----

Dollars (U.S. \$ 96

96.000.00

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 November 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.

P.I.N. # 10-25-428-088-0000

COOK CHINTY ILLUIS

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COCK COUNTY (LLINOIS FILED FOR REGIONU

- : pri 22 PH 3: 18

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which has the address of

7257 N. CAMPBELL AVENUE

CHICAGO

(Street, City).

Hilbretis

1, 13

TV 1/2 1/3 18/6/5534 34C \$1)-

80845

("Property Address");

[Zip Code]

ILLINOIS - Single Family - Famile Mee/Freddie Mac UNIFORM INSTRUMENT

-GR(IL) (8108)

VMF MORTGAGE FORMS - (212)293-8100 - (800)821-7291

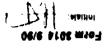
Page 1 of 8

Form 3014 9/90 Amonded 5/91

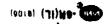
BGN 33



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of the actions set forth above within 10 days of the giving of notice.

Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more this Security Instrument. If Lender determines that any part of the Property is subject to a tien which may attain priority over this enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation accured by the tien in a names acceptable to Lender; (b) contests in good faith the tien Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower; (a) agrees in

BOTTOWER makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If obligations in the manner provided in puragraph 2, or it not paid in that manner, Borrower ahall pay them on time directly to the which may alkin priority over this Security Instrument, and lessehold payments or ground rents, if any, Borrower shall pay these.

4. Charges; Liesa. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, we interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Security instrument Property, shall apply any Funds held by Lender at the time of acquisition or sale as a critivagainst the sums secured by this held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the

Upon payment in full of all aums accured by this Security Instrument, Lender shall promody refund to Borrower any Funds monthly payments, at Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve

not sufficient to pay the Eactow Items when due, Lender may so notify Bordower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. It is amount of the Funds held by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be resting applicable law, Lender shall account to Borrower for made. The Funds are pledged as additional security for all sums accured by this Security Instrument.

annual accouning of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay Borrower any interest or carmings on the Funds. Borrower and Lender in connection with this loan, unless applicate of swift in connection with this loan, unless applicable law However, Lender may require Borrower to pay a ont-time charge for an independent real estate tax reporting service used by the Escrow terms, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying Lender, if Lender is such an institution. In any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow The Funds shall be held in an interior whose deposits are insured by a federal agency, instrumentality, or entity (including

otherwise in accordance with applies of law. estimate the amount of Funds (Le) on the basis of current data and reasonable estimates of expenditures of future Escrow Items or amount. If so, Lender (128) at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may amended from time to time, to U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortgage loan may equire for Borrower's eacrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of languaph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may attain priority over this Security instrument as a tien on the Property; (b) yearly leachold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly sates

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.

Borrower shall promptly pay when due the I. Payment of Principal and Interest; Prepayment and Late Charges. UNIFORM COVENANTS. Burrower and Lender covenant and agree as follows:

variations by juriadiction to constitute a uniform security instrument covering real property.

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

grant and convey the Property and that the Property is unencombered, except for encumbrances of record, Borrower warrants and HORROWER COVENANTS that Borrower is lawfully scised of the estate hereby conveyed and has the right to mortgage, ". Anadorf" and as inamunism thin security instructs is gainganol and its life.

fixtures now or herestier a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOCETHER WITH all the unprovements now or hereafter erected on the property, and all canements, appurtenances, and

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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 Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall cass 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 Properly 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 Borrowe, a 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 introcest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borning 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 coverents 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), ther trader may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's extions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, reging 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.

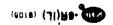
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with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

Form 3014, 9/90

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Page 4 of 8



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po soverable.

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 which can be 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

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's uniquess attack herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

under the Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

13, Loss Charges. If the loss secured by this Security Instrument is subject to a large which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss 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 with he refunded to Borrower. Limit and (b) any sums already collected from Borrower which exceeded permitted limits with he refunded to Borrower. Limit and (c) and collected from Borrower which exceeded permitted limits with he refunded to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without (m) prepayment charge

12. Successors and Assigns Bound; Joint and Several Liability; Co-signera. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of conder and Borrower, subject to the provisions of parameters in the Property under the terms of this Security Instrument, in mortgage, grant and convey that security instrument, instrument, instrument, and (c) agrees that Lender and any other Borrower in the Property under the terms of this Security Instrument, obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower is careful, forbear or make any accommodations with regard to the terms of this Security Instrument on the Note without that Borrower's consent.

right or remedy.

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not because the classic the liability of the original Bernwer's successors in interest. Lender shall not be required to confirm secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Lender shall not be required to the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forhearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any in interest. Any forhearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

the due date of the monthly payments referred to in peragraphs 1 and 2 or change the amount of such payments.

It. Borrower Not Released; Forbears see by Leader Not a Waiver. Extension of the time for payment or modification.

by this Security Instrument, whether it in it then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone.

If the Property is abridor do by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

samus accured by this Security Instrument whether or not the sums are then due.

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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this secured by the sums secured by the total amount of the paid to Borrower, In the event of a partial taking of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Property immediately before the taking or unless applicable law otherwise provides, the proceeds shall be applied to the Borrower and Lenotz otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

shall be paid to Lender.
In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

Borrower notice at the time of or prior to an irrspection 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 tieu of condemnation, are hereby assigned and

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

payments may no longer be required, at the option of Lender, if mortgage 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 mortgage

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument, 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londy'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

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 Melinstate. 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; (h) 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 parag. ap. 1.17.

19. Sale of Note; Che. up of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one (in chore times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that colleges monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service, 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 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 preseding 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 specified 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 formald hyde, 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.

NCN-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 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 carst 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 statt 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.

Form 3014

Second Home Rider

11-4 Family Rider

Biweekly Payment Rider

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{Check applicable box(es)}

R Mark Adamin A [__] the coverients and agreeow ats (1 this Security Instrument as if the rider(s) were a part of this Security Instrument. Security instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement 24. Riders to the security lastranesal. If one or more riders are executed by Borrower and recorded together with this

Rate Improvement Rider

Condominium Rider

Planned Unit Development Rider

V.A. Rider

M Balloon Rider

Adjustable Rate Rider

Graduated Payment Rider

PARCEL 1: THE WEST IN COURT OF THE STATE OF LOT 5 LYING WEST OF A STRAIGHT LINE DRAWN SOUTH LINES THEREOF OF THAT PART OF LOT 5 LYING WEST OF A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 78.99, FENT EAST OF THE HORTHWEST CORNER OF SAID LOT 5 TO A POINT IN THE SOUTH LINE OF SAID LOT 5, WHICH IS 83.83 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5 IN LAKEVIEW-PARK, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 2: THE NORTH 12.0 FEET OF THE SOUTH 24.0 FEET AS MEASURED ON THE EAST AND WEST LINES OF THE EAST 34.0 FEET AS MEASURED ON THE NORTH AND SOUTH LINE OF LOT 5 IN LAKEVIEW PARK, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 3: EASEMENTS AS SET PROTH IN THE DECLARATION OF EASEMENTS MADE BY LAKEVIEW-PARK, INCORPORATED, AN ILLINOIS CORPORATION, DATED JULY 14, 1959 AND RECORDED JULY 15, 1959 AS DOCUMENT 17598236 AND AS CREATED BY THE DEED FROM LAKEVIEW-PARK, INCORPORATED, AN ILLINOIS CORPORATION, TO IRVING I. CITRON AND RUTH CITRON, HIS WIFE DATED AUGUST 5, 1959 AND RECORDED DECEMBER 7, 1959 AS DOCUMENT 17728545

- (A) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, UNDER, UPON AND ACROSS THE NORTH 3 FEET OF LOT 5 (EXCEPT THE EAST 34 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN LAKEVIEW-PARK SUBDIVISION AFORESAID
- (B) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND ENGRESS OVER, UNDER, UPON AND ACROSS THE NORTH 3 FEET OF LOT 5 (EXCEPT THE EAST 14 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) (EXCEPT THAT FART THEREOF FALSING IN PARCEL 1 AFORESAID) IN LAKEVIEW-PARK SUBDIVISION AFORESAID
- (U) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER UNDER AND ACROSS THE WEST 16 FEET OF THE EAST 34 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF LOTS 5 AND 6 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 2 AFORESAID) IN LAKEVIEW-PARK SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this	15th	day of	October	, 19 93 ,
and is incorporated into and shall be deemed to an				
(the "Security Instrument") of the same date given BELECT-A-LOAM, B/B/	by the undersi	gned (the "Borrower'	') to secure the	Borrower's Note to
SELEGY—A-LUAN, D/S// 7154 CARPENTER ROAD	NONTHERN	FINANCIAL SER	VICES	
/ 139 VARPERIER RURL	•			(the "Lender")

SKOKIE, IL 60677
of the same date and covering the property described in the Security Instrument and located at:

7257 N. CAMPBELL AVENUE, CHICAGO, ILLINOIS 60645

[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 coverent and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the manurity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new toan November 1st ("New Loan") with a new Auturity Date of 20 23 , 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 (ine "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

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Regularity and possible 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 on all to the Federal Matienal Management Association 1.

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 are of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the fire Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, 0'45 (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity I ate (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note 81 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 Maturny Owe. 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 referes 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 how 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 \$250.00 processing fee and the costs associated with updating the title insurance policy, if any.

RY SIGNING BELOW. Rosmwer accepts and surces to the terms and covenants contained in this Balloon Rider

(Scal)
Воггом
(Scal)
-Borrower
(Sign Original Only)

472 (9105)