WHEN RECORDED MANE TO: (SEY 24) DOCUMENT CONTROL DEPARTMENT. P.O. BOX 7024 PASADENA, CALIFORNIA 91-109-8974 CFC LOAN # 7481114 ESCROW/CLOSING # 871581 ...... SPACE ABOVE FOR INCORDERS USE

### MORTGAGE

THIS MORTGALE ("Security Instrument") is given on February 25, 1993 ERIC B. KUNKEL AND ELIZABETH A. NUNKEL HUSBAND AND WIFE AS JOINT TENANTS

. The mortgagor is

("Borrower"). This Security Instrument is given to BELCORP RESIDENTIAL MORIGIGES

DEPT-01 RECORDING 771111 TRAH 8870 03/10/93 11:28/00 45231 4 8 - 973 - 18/00/65 COOK COUNTY RECORDER

which is organized and existing under the laws of ILLINOIS address is 120 EAST OGDEN, #124 HINSPALE, IL 60521, and whose

ONE HUNDRED FORTY FIVE THOUSAND and 00/100

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

Dollars (U.S. \$ 145000.00 This debt is evidenced by Borrower's note dated the same and as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2000 Instrument secures to Lender: (a) the repayment of the debt evicenced 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 coverarts and agreements under this Security Instrument and the The Clarks Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION ADDENDUM

which has the address of 427 BARNSLEY , NORTHBROOK

Illinois 60062-

("Property Address");

[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Fraddle Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

(Street, City),





Property of Cook County Clerk's Office

337.000

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the fitte 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 Lender covenant and agree as follows:

1. Payment of Principal and Interest; Frepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidences 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, Horrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any tine, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time [12 U.S.C. Section 260] et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Fund die on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with aprice the law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to 100 a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be equired to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and deplet to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all stars are secured by this Security Instrument.

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

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and in portitions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rens, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices 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 lien which has priority over this Security Instrument unless. Parower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordir uping the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

-6R(IL) (9209)

CFC (9/92)

Sade 5 of 8









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 less, Borrower shall give prompt notice to the insurance carrier and Lender, Lender

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

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 tessened. 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 rad. Forrower 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 acquired on 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 wherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are or rout Borrower's control. Borrower shall not destroy, damage or impair the Property. allow the Property to detectorate, 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 his 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 forfeiting of the Borrower's interest in the Property or other material impairment of the ben created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the lean 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 evidences 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 acquire, See 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 comained 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 offer action under this paragraph 7, Lender

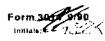
does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional dest 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 han secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect 10, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the memiums 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 mortal 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

-69(1L) (9200) CFC (9/92)

Page 3 of 6









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 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 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 fieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender successes agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for do nages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and a pply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrowei advewise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this occurity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the origin. 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 casea of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising ray right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Hound; Joint and Severy Lubility; 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 Leader and any other Borrower may agree to extend, modify, forbear or make any accommodations with round to the terms of this Security Instrument; or the Note without that Borrower's consent.

13. Loan Changes. If the loan secured by this Security Instrument is strotect to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges code test or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the primitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. 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. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

-\$机(IL) (9209) CFC (9/92)

Page 4 of B









 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums 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 reinstalement) 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 oll sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of may 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") hat collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Secritor, and the address to which payments should be made. The notice will also contain any other

information required by applicat le 'asy.

20. Hazardous Substances. Porrower 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 Environment of 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 par's 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

CFC (9/92)

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: gasare extension, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this puragraph 20, "Environmental Law" means federal laws and box so the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

24. 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 proge 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 Borrow, , 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 sams 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 re-eclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sams 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, Borrower shall pay any preparation and recordation costs permitted under state law.

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

Page 5 of 6





O. March





24. Riders to this Security Instrument.	If one or more riders are executed by	Borrower and recorded together with this
Security Instrument, the covenants and agree		•
the covenants and agreements of this Security	Instrument as if the rider(s) were a part of	this Security Instrument.
(Check applicable box(co))	Constanting Pides	FTT1 a remain return
Adjustable Rat / Rider(s) Graduated Payment Rider	Condominium Rider  Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
V.A. Rider	Other(s) [specify]	
BY SIGNING BELOW, Borrower accord	od agrees to the terms and covenants of	ontained in this Security Instrument and in
any ride (s) executed by Borrower and records		111
Witnesses:	July Ban	<i>(</i> 1) 1
	ERIC B. KUNKEL	(Seal) -Borrower
	ERIC B. ROHREL	-pollower
Control of the Second Control of the	* * * * * / * / 7 /	6 1 h
	Sint State Chin	(Scal)
	ELIZABETH A. K	UNKEL -Borrower
	0,	
	(Seal)	(Seal)
	-Borrower	-Borrower
STATE OF ILLINOIS,	Crok County	u er
·		
I the understable	, a Notary Public in and for a	of a county and state do hereby certify that
Q. D. V. Val	1 & Plizabeth 4 k	or county and state do hereby certify that the Kel husband of wife
CALC D'ENVER	reconsulty known to me	e to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appear		
- signed and relivered the said instrument as $\hookrightarrow$	$f^{\prime\prime}\sim c^{\prime\prime}$ free and voluntary act, for the $a$	ses and purposes therein set forth.
Given under my hand and official seal, this	s 25 day of Frepris	SYOMY / hrs
My Commission Expires: Parties At Com		(Tallenal
My Commission Expires: Patriol, Mt. Clar Normy Police, State	(1) (1) Notary Public	7
My Commission 689	olie 6 1. E	
This Instrument was prepared by:	S. 18 7	C
-48(iL) (9209) CFC (9/92)	Page 6 of 6	Form 3014 9/90







DATE: BORROWER: JZ/25/93

ERIC B. KUNKEL

CO-BORROWER: ELIZABETH A. KUNKEL

PROPERTY ADDRESS: 427 BARNSLEY, NOFITHBROOK, IL. 60062-

#### **LEGAL DESCRIPTION ADDENDUM**

LOT 15 IN BLOCK 7 IN NORTHBROOK EAST, A RESUBLIVISION OF BLOCKS 9, 10, 11, 12, 13, 18, 19, 20, 22 AND LOTS 2 TO 25, BOTH INCLUSIVE IN BLOCK 21; ALSO THAT PART OF LOT 34 IN BLOCK 17 LYING SOUTHWESTERLY OF / LINE RUNNING FROM A POINT IN THE RRUST L
RMEST L
TARCE OF J.
ASED OLITOR FL
CATLE PORTIONS OF
REPORTION'S "COLLETIN.
USATER (1/4) AMD PAN OF
RECTION 11, TOWNSHIP, 2) MORE.
TH COOK COUNTY, ILLINOTS.

PIN 94-11-223-639-6000

PIN 94-11-223-639-6000

PIN 94-11-223-639-6000

PIN 94-11-223-639-6000

PIN 94-11-223-639-6000 WESTERLY LINE OF SAID LOT 34, A DISTANCE OF 14.82 FEET MORTHERLY OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 34. A

WHEN RECORDED MAIL TO:

PUCULENT CONTROL DEPARTMENT P O. BOX 7024

PASADENA CALIFORNIA 91109-3974

COUNTRYWIDE LOAN #: 74811

Prepared by: K.

SPACE ABOVE FOR RECORDERS USE

### EALLOON RIDER

(CONDIZIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made mis February

day of 25

33 , and is incorporated into and wigh be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Pistaument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to BELY URP RESIDENTIAL MORTGAGES

A NEW YORK CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 427 BARNSLEY NORTHBROOK, IL 60062-

(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 covenant; and agreen on's in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything ic 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"), Uvill be able to obtain a new toan ("New Loan") with a new Maturity Date ofMarch 1 and with an interest rate equal to the "New Note Rate" determined in accordance with Section 2 helow if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Online"). 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.

MULTISTATE SALLOON RIDER - Single Family - Fannie Mas Uniform Instrument

Page 1 of 2

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

ä, 7, 10 YR Salloon Mortgage Rider







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

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums 1 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 greaty 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, across but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also soll advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are me. The Note Holder will provide my payment record information, together with the name, attended address of the person representing the Note Holder that I must notify in order to 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 owne ship, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new movest 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 object me a \$250.00 processing fee and the costs associated with updating the title policy, if any, and any reasonal te 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.

(Seal)	But at	(Seal)	Enthalf
-Horrower	ELIZABETH A. KUNKEL	Borrower	ERIC B. KUNKEL
(Scal)		(Seal)	
-Horrower Sign Original Only)	4,	-Bornwer	
	'5		

