

PREPARED BY:  
CARLA M. CULISANO  
CHICAGO, IL 60634

# UNOFFICIAL COPY

RECORD AND RETURN TO:

BOX 333

COLUMBIA NATIONAL BANK OF CHICAGO  
5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656

93260125

[Space Above This Line For Recording Data]

## MORTGAGE

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

338907

\*P.  
THIS MORTGAGE ("Security Instrument") is given on MARCH 25, 1993  
CHARLES D. MARINO  
AND JEAN MARINO, HUSBAND AND WIFE

The mortgage is

(\*Borrower"). This Security Instrument is given to  
COLUMBIA NATIONAL BANK OF CHICAGO

REC'D 3-25-93 TRAVELERS INSURANCE CO. INC.  
338907 M-173-23461125  
COOK COUNTY RECORDED

which is organized and existing under the laws of UNITED STATES OF AMERICA  
address: 5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656  
ONE HUNDRED THOUSAND  
AND 00/100

, and whom

("Lender"). Borrower owes Lender the principal sum of  
Dollars (U.S. \$ 100,000.00).  
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 APRIL 1, 1998  
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:

PARCEL 1: THE NORTH 50 FEET OF THE SOUTH 350 FEET OF THE WEST 1/2 OF  
LOT 1 IN NIXON AND PRASSA'S SECOND ADDITION TO NEW RAVENSWOOD PARK,  
BEING A SUBDIVISION OF LOTS 59, 60 (EXCEPT THE WEST 169 FEET THEREOF)  
IN SAM SHACKFORD'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST  
1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL 1 AS  
CONTAINED IN DOCUMENT FILED AS NUMBER LR100190.

13-12-412-017

which has the address of 4930 NORTH FAIRFIELD AVENUE, CHICAGO  
Illinois 60625  
No Code

CHICAGO

(Property Address):

ILLINOIS Single Family-Fannie Mae Freddie Mac UNIFORM INSTRUMENT

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U.S. GOVERNMENT PRINTING OFFICE: 1992-20-610-1400-621-1281

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BOX 333

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name of the lessors set forth above within 10 days of the giving of notice. Borrower shall pay to the lessor or lessee of this security instrument (whether it be a lessor debtor or a party to the Note) a sum equal to the amount of the principal or interest or both due on this security instrument if lessor debtor fails to make payment of the Note. Borrower shall pay to the lessor or lessee of the Note, or to another person entitled to receive payment under the Note, a sum equal to the amount of the principal or interest or both due on this security instrument if lessor debtor fails to make payment of the Note. Borrower shall pay to the lessor or lessee of the Note, or to another person entitled to receive payment under the Note, a sum equal to the amount of the principal or interest or both due on this security instrument if lessor debtor fails to make payment of the Note. Borrower shall pay to the lessor or lessee of the Note, or to another person entitled to receive payment under the Note, a sum equal to the amount of the principal or interest or both due on this security instrument if lessor debtor fails to make payment of the Note.

If Borrower makes these payments directly, Borrower shall provide to lessor debtor evidence regarding the payment to the lessor or lessee of the Note, or to another person entitled to receive payment under the Note, a sum equal to the amount of the principal or interest or both due on this security instrument if lessor debtor fails to make payment of the Note. Borrower shall pay to the lessor or lessee of the Note, or to another person entitled to receive payment under the Note, a sum equal to the amount of the principal or interest or both due on this security instrument if lessor debtor fails to make payment of the Note. Borrower shall pay to the lessor or lessee of the Note, or to another person entitled to receive payment under the Note, a sum equal to the amount of the principal or interest or both due on this security instrument if lessor debtor fails to make payment of the Note.

4. **Charge of Lien.** Borrower shall pay all taxes, assessments, charges, expenses, costs, and attorney's fees applicable under paragraph 1 and 2 shall be applicable first, or any charges now or hereafter due under the Note, second, to amounts payable under paragraph 2, 3, and 4 applicable to properties, unless applicable law provides otherwise, all payments received by lessor under paragraph 2, 3, and 4, security instruments, and attorney's fees applicable under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by lessor under paragraph 2, 3, and 4, security instruments, and attorney's fees applicable under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

6. **Waiver of Nonpayment.** Unless applicable law provides otherwise, all payments received by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

7. **Funds Held by Lender.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

8. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

9. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

10. **The Funds Held by Lender.** Lender may require Borrower to pay a one-time charge for an independent audit or a change in the terms of the Note.

11. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

12. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

13. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

14. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

15. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

16. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

17. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

18. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

19. **Waiver of Nonapplicable Law.** If, under paragraph 2, 3, and 4, funds held by lessor under paragraph 2, 3, and 4, or to the amount of acquisition or sale of funds held by lessor under paragraph 1 and 2 shall be applicable to the lessor under paragraph 2, 3, and 4, or to any other debtors who made the Note.

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4. 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 claimed 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 sum secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, maintain, 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 14, by causing the action or proceeding to be dismissed with a finding 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 in 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.

6. 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 lapsed 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 coverage 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, 8/90

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2891 RdG

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196. **RENTAL AGREEMENTS.** (c) Every lessor or owner shall be given to the claimant one copy of the notice and of this Summary Judgment Agreement.

15. **Government Lawsuit Settlement**. This Section, Settlement shall be governed by federal law and the law of the State in which the Settlement occurs.

14. **PRIVACY.** Any notice or disclosure to Borrower provided pursuant to this Agreement shall be given by electronic or by telephone communication, unless otherwise directed by Borrower or Lender within ten (10) days prior to the date of such communication.

Digitized by srujanika@gmail.com

**13. *Trade Change***: If the loan received by the *Santaty* bank from us is applied to a loan which bears maximum loan charges and takes less than 12 months to clear the bank may be compelled to make a payment of principal without any payment to *Bharatex*. If a reduced reduction plan is applied, the reduction will be treated as a partial repayment without any payment to *Bharatex*.

11. **Nontransferable Non-Released:** Purchaser non-transferable non-released. Extension of the time for payment or modification of the same secured by this security instrument granted by Lender to any successor to interest of Borrower shall not affect the liability of the Borrower to Lender to pay the amount due under this security instrument.

please note the date of the meeting, the agenda, any applications of proceeds or expenses to be presented, and the date of the meeting of the audit committee.

II. An Executive Order amending the Department of Transportation, the Federal Motor Carrier Safety Administration, and the National Highway Traffic Safety Administration, to prohibit the use of commercial motor vehicles for the transport of hazardous materials in the most dangerous manner.

During our routine we took the time of us prior to the inspection to specifically target reasons for the cause for the inspection.

particulars being set out in the following table, in the order in which they appear in the Schedule, in accordance with the requirements of the Schedule.

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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 agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

(Check applicable box(es))

- Adjustable Rate Rider  
 Graduated Payment Rider  
 balloon Rider  
 V.E. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) (specify)

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

BY SIGNATURE BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and all the rider(s) executed by Borrower and recorded with it.

Witnesses

*Charles J. Marino*  
CHARLES J. MARINO  
CJM

118907  
Borrower

Witnesses

*Jean Marino*  
JEAN MARINO

118907  
Borrower118907  
Borrower118907  
Borrower

STATE OF ILLINOIS, COOK

County of:

I, THE UNDERSIGNED  
county and state do hereby certify that  
CHARLES J. MARINO AND JEAN MARINO, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR  
free and voluntary act, for the uses and purposes therein set forth.

Opon my hand and official seal, this 11<sup>th</sup> day of March,

1993

My Commission Expires 04/01/00  
S. D. 100-14-1000  
NOTARY PUBLIC IN THE STATE OF ILLINOIS  
BY RENEWAL 11-12-98 99-1000

Notary Public

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BOX 206

44-2014-015  
5/26/1987

SEARCHED INDEXED

23. Within 30 days of the Borrower's failure to pay or otherwise default under this Note, the Lender may invoke the security interest in the Property to satisfy the Lender's claim for the amount due.
22. Likewise, upon payment of all sums owing by the Secured Indebtor, Lender shall release this Security Interest in the Property.
21. Notwithstanding, but not limited to, circumstances where it is difficult or impossible to determine the value of title to the Property, Lender shall be entitled to collect all compensation intended to provide for the reasonable expenses incurred by the Secured Indebtor in preparing this Note and other documents relating to the transfer of title to the Lender.
20. Notwithstanding, Lender shall be entitled to collect all compensation intended to provide for the reasonable expenses incurred by the Secured Indebtor in preparing this Note and other documents relating to the transfer of title to the Lender, even if, at the option, Lender pays all such expenses to the Secured Indebtor.
19. Pursuant to the terms of this Note, Lender shall be entitled to receive payment of the principal amount of the Note and interest thereon in full, plus all costs of collection, including attorney's fees, if the Note is not paid when due.
18. Pursuant to the Note, Lender shall be entitled to receive payment of the principal amount of the Note and interest thereon in full, plus all costs of collection, including attorney's fees, if the Note is not paid when due.
17. Transferee's Right to Retain Title. If Borrower makes certain modifications, Borrower shall have the right to have the Lender exercise this option, Lender shall give a written notice of modification. The notice shall provide a period of no less than 30 days from the date the notice is delivered to Borrower to sell or transfer title to the Lender by the Lender's prior written consent. Lender may, in its option, require immediate payment in full of all sums received by the Lender or transferred (or if it is a fractional interest in Borrower to Borrower) before resuming to pay all sums received by the Lender by the Lender's prior written consent. If Borrower fails to pay all sums prior to the expiration of this period, Lender may invoke any remedy available to the Lender.
16. Security Interest in Personal Property. If Borrower fails to pay or otherwise default under this Note or if the Lender exercises its right to retain title to the Lender's interest in Borrower, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
15. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
14. Lender's exercise of its option, Lender shall give a written notice of modification. The notice shall provide a period of no less than 30 days from the date the notice is delivered to Borrower to sell or transfer title to the Lender by the Lender's prior written consent. Lender may, in its option, require immediate payment in full of all sums received by the Lender or transferred (or if it is a fractional interest in Borrower to Borrower) before resuming to pay all sums received by the Lender by the Lender's prior written consent. If Borrower fails to pay all sums prior to the expiration of this period, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
13. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
12. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
11. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
10. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
9. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
8. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
7. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
6. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
5. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
4. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
3. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
2. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.
1. Transfer of the Property or a Tenant's Right to Retain Title. If all or any part of the Property or any interest therein is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may invoke the security interest in personal property of Borrower to satisfy the Lender's claim for the amount due.

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THIS BALLOON RIDER is made this 25TH day of MARCH, 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 COLUMBIA NATIONAL BANK OF CHICAGO.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at 4320 NORTH FAIRFIELD AVENUE CHICAGO, ILLINOIS 60625

## (Page 1 - Paragraph)

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 APRIL 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 3 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 not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security 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 tax 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.

*Charles E. Marino*  
CHARLES E. MARINO  
*C.E.M.*

(Signature)  
Borrower

*Jean Marino*  
JEAN MARINO

(Signature)  
Borrower

(Signature)  
Borrower

(Signature)  
Borrower  
(SIGN ORIGINAL ONLY)

**UNOFFICIAL COPY**

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