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WHEN RECORDED MAIL TO

~~XXXXXXXXXXXX~~

Household Bank, F.A.B. 100 Mittel Drive

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

~~XXXXXXXXXXXX~~

Wood Dale, IL 60191 07 APR 16 PM 4:03

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~~XXXXXXXXXXXX~~

LOAN NUMBER: 6456990

37-

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

APRIL 14TH, 1993

The mortgagor is JOHN ROBERT BONE AND TYRA ANN TOTTE

("Borrower"). This Security Instrument is given to

BANC TRUST, INC.

which is organized and existing under the laws of ILLINOIS  
ONE EAST WACKER, CHICAGO, IL 60601

and whose address is

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

TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ 203,150.00). 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 MAY 1ST, 2000.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois

SEE ATTACHED

which has the address of 2328 N. LAKEWOOD

(Street)

CHICAGO

(City)

Illinois

60614

(Zip Code)

("Property Address")

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1076L1 (0202)

Form 1014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.

To Order Call 1-800-630-8303 FAX 616-781-1121

MFIL3112 - 04/92

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CENTRAL TITLE INCORPORATED

County Clerk's Office

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Form 3014 9 90 Page 2 of 9 pages

1. **Priority.** The mortgage shall be a first priority mortgage on the Property, subject to any mortgages or liens on the Property which are in full payment as of the date of recording of this Security Instrument. The mortgage shall be a first priority mortgage on the Property, subject to any mortgages or liens on the Property which are in full payment as of the date of recording of this Security Instrument.

2. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of principal and interest shall be made in full on the date specified in the Note. Borrower shall pay the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. **Payment of Taxes and Insurance.** Borrower shall pay when due all taxes and insurance charges assessed against the Property, including taxes and insurance charges assessed against the Property, including taxes and insurance charges assessed against the Property, including taxes and insurance charges assessed against the Property.

4. **Appraisal of Property.** Lender shall have the right to cause the Property to be appraised by a qualified appraiser at any time and from time to time. Lender shall have the right to cause the Property to be appraised by a qualified appraiser at any time and from time to time.

5. **Assignment of Payments.** Lender shall have the right to assign the benefit of this Security Instrument to any person or entity. Lender shall have the right to assign the benefit of this Security Instrument to any person or entity.

6. **Waiver of Defenses.** Borrower waives all defenses, claims, and counterclaims that Borrower may have against Lender, including but not limited to defenses, claims, and counterclaims that Borrower may have against Lender, including but not limited to defenses, claims, and counterclaims that Borrower may have against Lender.

7. **Severability.** If any provision of this Security Instrument is held to be unenforceable, the remaining provisions shall remain in full force and effect. If any provision of this Security Instrument is held to be unenforceable, the remaining provisions shall remain in full force and effect.

8. **Entire Agreement.** This Security Instrument, together with the Note, constitutes the entire agreement between the parties with respect to the loan described herein. This Security Instrument, together with the Note, constitutes the entire agreement between the parties with respect to the loan described herein.

9. **Assignment of Payments.** Lender shall have the right to assign the benefit of this Security Instrument to any person or entity. Lender shall have the right to assign the benefit of this Security Instrument to any person or entity.

10. **Waiver of Defenses.** Borrower waives all defenses, claims, and counterclaims that Borrower may have against Lender, including but not limited to defenses, claims, and counterclaims that Borrower may have against Lender.

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

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

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EXHIBIT C - 10/6/91

and condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not they do, with any excess paid to Borrower, in the event of a partial taking of the Property, in that 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 on 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, immediately before the taking, if 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 otherwise agree in writing or unless otherwise provided.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnation offers to make an award for the full fair market value of the Property, Borrower fails to respond to Lender within 60 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnation offers to make an award for the full fair market value of the Property, Borrower fails to respond to Lender within 60 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

11. Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or preclude the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Borrower, by (b) Lender Not a Waiver. Extension of the time for payment or modification of amount of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to continue proceedings against any successor in interest or refuse to extend time for payment or consent to any modification of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Successors and Assigns, Joint and Several Liability (Co-signers). The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument and does not receive the Note and is assigning this Security Instrument only to mortgage, grant and convey that Borrower entered in the Property under the terms of this Security Instrument, that Lender and any other Borrower may agree to extend, modify, amend or alter this Security Instrument, and to agree that Lender and any other Borrower may agree to extend, modify, amend or alter any accommodations with regard to the terms of this Security Instrument or the Note without the consent of any co-signer.

14. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and if there is hardship so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, there may be a reduction of the amount necessary to reduce the balance of the permitted limit, and the sums then collected from Borrower which exceed permitted limits will be credited to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a cash payment to Borrower. If a refund reduces payments, the refund will be treated as a partial prepayment without any prepayment charge under the Note.

15. 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 address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mail or by personal delivery to the address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for or on this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note 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 intended to be severable.

17. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, then the lender's consent is required, at its option, to require immediate payment in full of all sums secured by the 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.

19. Lender reserves this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of 30 days from the date the notice is delivered or mailed with which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may exercise any option permitted by the Security Instrument without further notice or demand on Borrower.

20. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have the termination of this Security Instrument discontinued at any time prior to the earlier of 60 days for such other period as provided in the Note.

21. Borrower shall have the right to have the termination of this Security Instrument discontinued at any time prior to the earlier of 60 days for such other period as provided in the Note.

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

**19. Sale of Note/ Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer 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 preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

**NON-UNIFORM COVENANTS.** Borrower and Lender to, on, or covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 1014 9-90 (page 1 of 2 pages)

the instrument was prepared by

WILLIAM J. ...  
WILLIAM J. ...  
WILLIAM J. ...

Solely Public

...

...

and interest of the said instrument as ...

appeared to the foregoing instrument, appeared before me this day, in person, and acknowledged that ...

personally known to me to be the same person(s) whose name(s) ...

in and for said county and state, ...

County of ...

Borrower

...

...

...

...

Witness

BY SIGNING HEREIN, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument, and in any riders executed by Borrower and recorded with it.

(Borrower's Name)

Borrower Rider

Planned Child Development Rider

Commuter Rider

Family Rider

Rate Improvement Rider

Second Home Rider

Planned Child Development Rider

Weekly Payment Rider

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. (Does not apply to this instrument.)

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Property of Cook County Clerk's Office

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14TH day of APRIL, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BANC TRUST, INC., (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
2328 N. LAKEWOOD, CHICAGO, IL 60614

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: LAKEWOOD COMMONS

(Name of Condominium Project)

(the "Condominium Project") If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

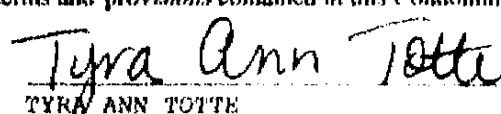
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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

  
JOHN ROBERT BONE

(Seal)  
Borrower

  
TYRA ANN TOTTE

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

MULTISTATE CONDOMINIUM RIDER -- Single Family -- **Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

Form 3140 9/90

ITEM 1823LO (8/12)

Great Lakes Business Forms, Inc. In Order Call 1 800 830-9193 FAX 810 781 1121

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Property of Cook County Clerk's Office

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## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 14TH day of APRIL, 1994, 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 BANC TRUST, INC.,

ONE EAST WACKER, CHICAGO, IL 60601 (the Lender)  
of the same date and covering the property described in the Security Instrument and located at  
2328 N. LAKEWOOD, CHICAGO, IL 60614

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of MAY 1997, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"); if these 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 the day 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 my 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 properly 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 reasonable fees and costs associated with exercising the refinancing option.

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

 (Seal)  (Seal)  
JOHN ROBERT BONE (Borrower) TYRA ANN TOTTE (Borrower)

(Seal) (Seal)  
Borrower Borrower

(Sign Original Only)

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Property of Cook County Clerk's Office

035182736

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PARCEL 1:

ALL OF LOTS 1 AND 2, A PART OF LOT 3 AND A PART OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, IN BLOCK 3, IN GEORGE WARD'S SUBDIVISION OF BLOCK 12, 30 SHEFFIELD'S ADDITION TO CHICAGO, IN THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 3 (BEING ALSO THE NORTH EAST CORNER OF SAID LOT 1) AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 592.26 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 3 (BEING ALSO THE SOUTH EAST CORNER OF SAID LOT 31); THENCE WEST ALONG THE SOUTH LINE OF BLOCK 3, A DISTANCE OF 41.54 FEET TO A POINT; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 11.24 FEET TO A POINT WHICH IS 63.07 FEET (MEASURED PERPENDICULAR) WEST FROM THE AFORESAID EAST LINE OF BLOCK 3, THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX WESTERLY, HAVING A RADIUS OF 458.58 FEET, A DISTANCE OF 65.36 FEET TO A POINT WHICH IS 76.23 FEET (MEASURED PERPENDICULAR) NORTH FROM THE SOUTH LINE AND 57.25 FEET (MEASURED PERPENDICULAR) WEST FROM THE EAST LINE OF SAID BLOCK 3, THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 515.74 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 3 AT A POINT 66.21 FEET WEST FROM THE NORTH EAST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 3, SAID DISTANCE OF 66.21 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE EAST AND WEST 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND 3 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOT 49 IN SAID BLOCK 3, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF THE EAST AND WEST PUBLIC ALLEY, 16 FEET WIDE, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND 3 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOT 49 IN BLOCK 3, WHICH LIES WEST OF A LINE DRAWN FROM THE SOUTH EAST CORNER SAID LOT 1 TO THE NORTH EAST CORNER OF SAID LOT 49 EAST OF A LINE DRAWN FROM A POINT WHICH IS 76.23 FEET (MEASURED PERPENDICULAR) WEST FROM THE EAST LINE OF SAID BLOCK 3 TO A POINT ON THE NORTH LINE OF SAID BLOCK 3 WHICH IS 66.21 FEET WEST FROM THE NORTH EAST CORNER OF SAID BLOCK 3, ALL IN GEORGE WARD'S SUBDIVISION OF BLOCK 12, IN SHEFFIELD'S ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS AS VACATED BY ORDINANCE RECORDED SEPTEMBER 24, 1980 AS DOCUMENT NUMBER 25597339, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 85317473, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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Check if registration is not required \_\_\_\_\_

2. Water Department Certification (available in City Hall Room 101) is required for ALL real property transfers.

The Department of Water certifies that all water and sewer charges rendered to

1-13-93

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