

WHEN RECORDED MAIL TO:

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94401402

PLAZA HOME MORTGAGE BANK, FSB
1920 E FIRST STREET, LITE FL
SANTA ANA, CA 92705

IN AGCT, 1921-426607-8

[Source: About.com (Data from For Browsing Only)]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 19, 1984, by MARY M. BRABS, The mortgagor is MARY M. BRABS DIVORCED AND NOT SINCE REMARRIED, to DEPT-21, FEDERAL HOME LOAN BANK, ("Borrower"). This Security Instrument is given to secure payment of the obligations set forth in the Note.

(Borrower). This Security Instrument is given to DEPT-01 ECHOING LANE #33-1

H. F. M. INC., A CORPORATION OF THE STATE OF NEW YORK
1000 BROADWAY, NEW YORK, N.Y. 10018

which is organized and existing under the laws of **ILLINOIS**, and whose
address is

9944 S. ROBERTS ROAD PARCS HILLS IL 60468
("Lender"). Borrower owes Lender the principal sum of

BEGHTY ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).
Dollars (U.S. \$ 81,000.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly

This debt is evidenced by Borrower's Note dated 12/15/00, as set forth in the Security Instrument (Note), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MAY 1, 2002**. 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:

COOK County, Illinois

LOT 13 IN JAMES MCKBROWN'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N.-24-12-211-016-0000

BALLOON RIDER ATTACHED HIRKTO AND MADE A PART HIRKOF

which has the address of **9646 S. MAPLEWOOD AVENUE, PARK RIDGE, ILLINOIS** (Street, City, State) **(Property Address)**

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 seized 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 title 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:

Journal of Clinical Anesthesia, Vol. 10, No. 6, December 1998, pp. 523-526
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THEIR VISIONS OF THE FUTURE ARE BRIGHT AND COLORFUL.

the first time in the history of the world that a man has been able to do this.

10. The following table shows the number of hours worked by each employee.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90

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¹ See, e.g., *U.S. v. Babbitt*, 100 F.3d 1407, 1414 (10th Cir. 1996) (“[T]he [Bald Eagle] Act does not prohibit the killing of bald eagles.”).

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6. **Deeupnance, Preseveration, Ultimamente and Protection of the Property.** Borrower's Loan Application Lenders, Borrower shall occupy, maintain, and shall continue to occupy the Property as Borrower's principal residence for all legal and other purposes.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the date of the monthly payment referred to in paragraph 1 and 2 or change the amount of the payment to the property prior to the acquisition shall pass to Lender in the event of the sale security instrument to the beneficiary prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of receipt of property damaged, if the restoration of receipt is economically feasible and Lender's security is not lessened, if the restoration of receipt is not economically feasible or Lender's security would be lessened, to the insurance proceeds which he applied to the damage, unless Security Lender or mortgagor within 30 days of notice from Lender may use the proceeds to repair or restore the property or to pay sums required by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a clause more than one year.

5. Hazard of Property Damage. Borrower shall keep the property damage now existing or hereafter created on the property insured within the term "extended coverage" and any other hazards, including floods.

Borrower shall promptly disclose any such loss or damage to the Security Instrument and pay the amount so incurred by the holder of the Note.

4. Changes in Leases: Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

3. Application of Payments. Unless otherwise provided by law or regulation, all payments received by Lenders 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 charge due under the Note.

of the Property, shall apply any Funds held by Lennder at the time of liquidation or sale as a credit against the amounts secured by funds held by Lennder in under Part II, Lennder shall receive or retain the proceeds prior to the application of the Security instrument.

The Funds hereby acknowledge the amounts permitted to be held by applicable law, and under such account to borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender in any time is not sufficient to pay theorrower's debts when due, Lender may so notify Borrower in writing, and, in such case Lender will pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency by no more than twelve months in advance of the date of payment, in Lender's sole discretion.

The Funds shall be held in an individual account held by a federal agency, intramissionally, or entirely includable in the Federal Home Loan Bank, unless Lender is such an institution or in any case where Lender may not charge Borrower for holding and applying the Funds, annually summarily summarizing the accruals, as hereinabove set forth.

UNION AND CONSTITUTIONALISM IN CONTEMPORARY POLITICAL PHILOSOPHY

is any, (c) yearly non-refundable insurance premiums, if any, and (d) any sums payable by holder or to holder, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. Those items are called "Harbor items".

2. Friends for Texas and Beaurene. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

1. Payment of Principal and Interest: Prepayment and late charges. Borrower shall promptly pay when due the principal

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and buy 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 premium 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 exequatur in lieu 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. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise 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 damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 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 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 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 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.

12. Successors and Assigns Bound; 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 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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

[Handwritten signatures]

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21. Acceleration; Remedies; Letter of notice to Borrower to accelerate loan under paragraph 17 unless otherwise provided or agreed upon in this Security Instrument; (a) the holder may declare the debt due by written notice to Borrower; (b) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (c) a default, not less than 30 days from the date the notice is given to Borrower, by written notice to Borrower; (d) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (e) a default, not less than 60 days from the date the notice is given to Borrower; (f) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (g) a default, not less than 90 days from the date the notice is given to Borrower; (h) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (i) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (j) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (k) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (l) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (m) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (n) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (o) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (p) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (q) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (r) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (s) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (t) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (u) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (v) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (w) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (x) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (y) the holder may require payment in full of all amounts due under this instrument prior to acceleration; (z) the holder may require payment in full of all amounts due under this instrument prior to acceleration.

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

A used in this paragraph 2d, *Hazardous Substances*, are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: *Pesticides, herbicides, other flameable, toxic or explosive products, volatile solvents, materials containing asbestos or formaldehyde, and dangerous materials.* As used in this paragraph 2d, *Environmental Law* means federal laws and laws of the jurisdiction where the Facility is located that regulate uses of hazardous substances.

uses and to maintenance of the property.

Borrower shall promptly give Tenant notice of any unavoidable, legal, demand, lawsuit or other action by any government or regulatory agency affecting the property and any suspension or discontinuance of services or facilities affecting the property.

Borrower has actual knowledge if Borrower learns, or is notified by any government or regulatory authority, that any removal or other remedial action in accordance with Environmental laws.

28. 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 shall it 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 of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential

19. **State of Note:** Changes of loan Servicer. The Note or a partial interest in the Note (together with this Deed of Trust instrument) may be sold one or more times without prior notice to Borrower. A sale may create in it 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 interrelated to a sale of the Note. There is a change of the Loan Servicer, Borrower will be given written notice of the change by recorded notice within ten days of the change. 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 inform Borrower that he may demand a payoff statement from the previous servicer.

18. Borrower's right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security instrument discontinued in any time prior to the earlier of (a) 5 days (or such other period as Borrower may specify for remodelling) before sale of the Property pursuant to any power of sale contained in this Security instrument or (b) entry of a judgment controlling this Security instrument. Those conditions are (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) enters into an agreement controlling this Security instrument, those conditions are (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security instrument and the Note as if no acceleration had occurred; (d) pays all attorney's fees; and (e) enters into a judgment controlling this Security instrument.

If I lead and it succeeds, this is option 1, leader and sub will give borrower notice of acceleration. The notice will provide a period of less than 30 days from the date the notice is delivered within which borrower must pay off some remedies not less than 30 days from the date the notice is delivered or will be subject to acceleration. If I lead and it fails, this is option 2, leader and sub will give borrower notice of acceleration. The notice will provide a period of less than 30 days from the date the notice is delivered within which borrower may invoke any remedies secured by law or agreement. Borrower fails to pay these sums prior to the expiration of this period, lender may invoke any remedies permitted by this Section. Further notice or demand on borrower.

17. Transfer of title: Property or any part of the Property or any interest in the Property may be transferred by Lender or Borrower, if all or any part of the Property or any interest in the Property is sold or transferred to another person, provided that such transfer does not violate the terms of this Note.

15. **Guarantying Law**: Security instrument shall be governed by federal law and the law of the jurisdiction in which the property is located.

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

13. **Lawn Charges.** If the loan secured by the security payment is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; then: (b) any sum already collected from Borrower which exceeded the amount necessary to reduce the charge to the permitted limits, if any, shall be refunded by reducing the principal owed under the Note or by making a direct payment to the lender.

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23. Waiver of Homeowner's Right to Amend Exemption in the Property.

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)).

[Check applicable box(es)]

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> I-4 Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) [specify] _____ | |

- I-4 Family Rider**
 - Biweekly Payment Rider**
 - Second Home Rider**

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

Witnesses:

.....(Seal)
-Borrows

_____(Seal)
•Herriger

(Neal)

.....(Seal)

STATE OF ILLINOIS, 6001

County No:

that I, the undersigned
Mary Ann Brans, do hereby certify
a Notary Public in and for said county and state do hereby certify
that I, the undersigned
Mary Ann Brans, do hereby certify

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S he signed and delivered the said instrument as he free and voluntary act for the uses and purposes therein set forth.

My Commission Expires: 9-11-07

Notary Public

This instrument was prepared by:

TRISHA BOTTARINI
PLAZA HOME MORTGAGE BANK FSB
1820 E. FIRST STREET, 1ST FL
SANTA ANA, CA 92705



9:40 AM 5/6/05

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9 1 0 0 1 0 0 2

PIA/VA II
Loan Number: 391-426607-0

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 19TH 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

H F M INC., A CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9645 S. MAPLEWOOD EVERGREEN PARK, IL 60642

(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 Maturity Date of MAY 1, 2024, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

[Signature] Init. _____ Init. _____ Init. _____ Init. _____ Init. _____
MULTI STATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument FORM 3180 (12/89)

20120626

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Property of Cook County Clerk's Office

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9-0071402

Loan Number: 391-426697-8

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 new amount of my principal and interest payment every month until the Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Maggie Brown (Scull)
MAGGIE BROWN
MAGGIE BROWN

(Scal.)

(Sect. I)

(Scut)

(ScuB)

—(Scans)

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