When Recorded, Mail To:

Citizens Mortgage, Inc. 2001 Midwest Road, Suite 110 Oakbrook, Illinois 60521

Loan No.: 940019810 Order No.: 1984840

BOX 392 . The second part of the

[Space Above This Line For Recording Data] /98/8(()

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 27, 1994. The mortgagor is WILLIAM G. HOLITES and KATHY L. HOLMES husband and wife

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

Citizens Mortgago, Inc.,

which is organized and existing under the laws of the State of Minnesota address is 2001 Midwest Road, Suite 1 0, Dakbrook, Illinois 60521 Borrower owes Lender the principal sum of

, and whose ("Lender").

One Hundred Eighty Five Thousand and 17 00 Dollars (U.S. \$ 185,000.00). 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 June 1, 2001. 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 Eorgover's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrover does hereby mortgage, grant and convey to Lender the following described property located in COOK County, ILI MOIS:

LOT 194 IN LEMKE FARMS SUBDIVISION, UNIT 2, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS POCUMENT 24536419 AND REGISTERED AS DOCUMENT LR 3031925 AND CORRECTED BY PLAT RECORDED AS DOCUMENT 24877456, AND REGISTERED AS DOCUMENT LR 3080271, IN COOK COUNTY, ILLINOIS.

94486504

Tax I.D. No. 03-15-216-057

which has the address of

992 PEAR TREE LANE.

WHEELING.

ILLINOIS

60090 ("Property Address");

[State]

[Zip Code]

Street

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."

ILLINOIS - Single Family - Fannie Mac/Freddie Mac Uniform Instrument Form 3014 9/90 (page 1 of 6 pages)

BORROWER COVENANTS that Borrower is lawfully solved of the estate bereby 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:

1. 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any true collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Horrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasociable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

are pledged as additional security for all sums secured by this Security Latrument.

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

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

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

charges due under the Note,

4. Charges; Lions. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:
(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;
(b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which

in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer 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, Londer 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. Londer 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 at his 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 otherwis: gree 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.

Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Loaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shed continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupator, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenut any 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 forfature action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in feefecture 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 projecting to be dismissed with a ruling that, in Londer's good faith determination, precludes forfeiture of the Borrower's in crest 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 Borlo ver'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 fee title shall not morge unless Lender agrees to the merger in writing.

7. Protection of Londer'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 Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property. Londer'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 Londer may take action under this paragraph 7, Londer 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 in ender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower potice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paul u 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 the adue, 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 the 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 mt ice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails w 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 covenance 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.
- 13. Loan Charges. If the loan secured by this Security Instrument 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 exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal ewed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand

on Borrower.

18. Borrower's Right to Reinstate. "Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for 'einstatement) 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 sams 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 the 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 in 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, disposed, 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 formal-dehyde, 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 Londer further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration 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 Socurity Instrument without charge to Rorrower Rorrower shall nay any recordation casts

23. Waiver of Panestead. Borrower was 24. Riders to this Security Instrument. If with this Security Instrument, the covenant shall amend and supplement the covenants a part of this Security Instrument. [Che	rives all right of homestead exc Tono or more riders are execute 8 and agreements of each such	mption in the Property. d by Borrower and recorded together -rider shall be incorporated into and	
[] Adjustable Rate Rider Condominium Rider		[] 14 Family Rider [] Biweekly Payment Rider	
] Graduated Payment Rider [, Planned Unit Development Rider			
[X] Balloon Rider [] Rat	[X] Balloon Rider [] Rate Lagrovement Rider		
[] Other(s) [specify]	C		
BY SIGNING BELOW, Borrower accept Instrument and in any rider(s) executed by E		covenants contained in this Security	
Witnesses:	2		
Men Jofor	WILLIAM G. HOLMES	, (Seal) -Borrower	
Elle - 5 /1/2-	Marky & Moura	(Seal)	
<i>4</i>	KATHY L HOUMES	-Borrower	
	. /	(Seal) -Borrower (Seal)	
		-Borrower	
	Cark County 88:	, a Notary Public in and for said	
personally known to me to be the same person before me this day in person, and acknowle free and voluntary act, for the uses and purp	dged that they signed and deli		
Given under my hand and official seal, this	27th day of May	1994	
KIV COMBINISHIM (KINITON) S	mananaming.	Car S. Chair	
The state of the s	TAL SEAL" 3 Buttimer 3	Notary Public	
Notary Publ Notar		orm 3014 9/90 (page 6 of 6 pages)	

INOFFICIAL COPY On No. 940019810

(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 27th day of May, 1994, and is 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 May 1994, and is incorporated

Citizona Mortgago, Inc.

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

992 PEAR TREE LANE, WHEELING, ILLINOIS 60090

[Proporty 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 snything to the contrary contained in the Security Instrument or the Note):

CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of a Note and Security Instrument (the "Note Maturity Date") I will be able to extend the Note Maturity Date to June 1, 2024 . Line "Extended Maturity Date" and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 is wif all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If there is all the rest in the Note Holder is under no obligation to refinance the Note or modify the Note, reset the Note Rate of extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the mo to to repay the Note.

CONDITIONS TO OPTION

III want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and extension Option, certain conditions must be met as of the Note 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 Note Maturity Date; (2) there are no lieus, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for tixe) and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Modified Note Rate carnot be more that 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 MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal o the Federal Home Loan Mortgage Corporation's required net yield for Incompanied Note that will be a fixed rate of interest equal of the reneral frome Loan mortgage corporations required not yield for 30-year fixed rate mortgages subject to a 60-day mandatory doll or; commitment, plus one-half of one percentage point (0.500%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified"). The required not yield shall be the applicable not yield in effect on the date and time that the Note Holder receives notice of my election to exercise the Conditional Medification and Extension Option. If this required not yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified Note Rate as calculated in Section 3 above is not greater t can f percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determ no 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 Note Maturity Date (assuming my monthly payme it), hen are current, as required under Section 2 above), over the remaining extended term at he Modified Note Rate in equal monthly peyments. The result of this calculation will be the amount of my principal and interest payment every month until the Note is fully paid.

EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OF FIGN

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date, and dvise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Not. Holder also will advise me that I may execrcise the Conditional Modification and Extension Option if the conditions in Section '.e'-boye 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 Modification and Extension Option. If I read the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder wil' calculate the fixed Modified Note Rate based upon the Federal Home Loan Mortgage Corporation'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 will advise me of the new interest rate (the Modified 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 Note Rate modification and Note Maturity Date extension. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with the exercising of the Conditional Modification and Extension Option, including, but not limited to the the costs associated with the exercising of the Conditional Modification and Extension Option, including, but not limited to the cost of updating the title insurance policy.

ジネネかむらけい

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

(Seal)	Warney Hornes	(Seal)
WILLIAM G. HOLMES -Borrower	KATHY L. HOLMES	-Borrower
	<i>/</i>)	
(Seal)	<u> </u>	(Seal)
-Borrower		-Borrowei
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(Sign Original Only)

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 27th day of May, 1994, and is incorporated into and shall be deemed to amond and supplement the Mortgage, Deed of Trust or Bood to Secure Debt (the "Security Institute of the Control o Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

Citizens Mortgage, Inc.

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

992 PEAR TREE LANE, WHEELING, ILLINOIS 60090 (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 Londor may transfer the Note, Security Instrument and this Rider. The Londor or enyone 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 its Holder.'

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, florrower and Londer further covenant red igree 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 "Note Maturity Date") I will be able to obtain a new loan ("New Loan") with a new Maturity Date of June 1, 2024, (the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). Whas conditions are not met, I understand that the Note Halder is under no obligation to refinence the Note or modify the Nate, reset the Note Rate, or to extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lander willing to lead me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinary. Option, certain conditions must be met as of the Note 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 Note Maturity Date; (3) are are no lions, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for tax 3 and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the New Loan 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." below.

3. CALCULATING THE NEW LOAN RATE

The New Loan Rate will be a fixed rate of interest equal to the following Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory deliver, or a mitment, plus one-half of one percent (0.500%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable met yield in effect on the date and time of day that the Note Holder receives notice of my me tion to exercise the Conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Loan Rate as calculated in Section 3 above is not greater than be percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Helder will a term be the amount of the menthly 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 Note Maturity Date (assuming my monthly), ayments then are current, as required under Section 2 above), over the term of the New Lean at the New Lean Rate in equal mouthly payment. The result of this calculation will be the new amount of my principal and interest payment every month until the New Lean is folio paid.

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums lame expected to ewe on the Note Maturity Date. The Note holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2 above are met. The Note killer, will provide my payment record information, together with the name, title and address of the parson representing the Note Holder Lint a must notify in order to exercise the Conditional Refinance Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calender days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will colculate the fixed New Loan Rate based upon the Federal Home Loan Mortgage Corporation and privated by the Note Holder and as call in tent in a collection is received by the Note Holder and as call in tent in a call in tent in the fixed of the part of the fixed for the day section 3. 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 36 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

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

WILLIAM G. HOLMES -Borrower	KATHY L. HOLMES	(Seal) -Borrower
(Scal) -Borrower		(Seal) -Borrower

(Sign Original Only)