

# UNOFFICIAL COPY

APPLICATION NO  
DOCUMENT NO

3506190

VOLUME 220-1 PAGE 2  
CERTIFICATE NO 1387038  
OWNER DENNIS JOHN MITNER

94862497

JAN 4 1984

W.D.P.

28-22-313-038

## CERTIFICATE OF TITLE

Date Of First Registration

APRIL SIXTH (6th), 1926  
TRANSFERRED FROM  
CERTIFICATE NO 1347588

STATE OF ILLINOIS }  
COOK COUNTY }

I Sidney R. Olson Registrar of Titles in  
and for said County, in the State aforesaid, do hereby certify that

DENNIS JOHN MITNER  
(A Bachelor)

DEPT-11

\$23.00

T#2222 TRAN 9146 10/05/94 12:07:00

#1948 + KE \* -94-862497

COOK COUNTY RECORDER

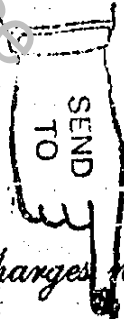
of the CITY OF CHICAGO County of COOK and State of ILLINOIS  
is the owner of an estate in fee simple, in the following described  
land situated in the County of Cook and State of Illinois.

### DESCRIPTION OF LAND

LOT TWENTY ONE ----- (21)

In Field Crest First Addition - a Re-division of Lots Eight (8) to Twelve (12) inclusive  
in Block Four (4), Lots One (1) to Fifteen (15) inclusive and Lot Twenty Nine (29) in Block  
Five (5) and Lots One (1) to Nine (9) inclusive in Block Eleven (11) in Willowick Estates  
being a Subdivision of part of the South West Quarter (1) and part of the South East  
Quarter (1) North of the Indian Boundary Line of Section 22, Township 36 North, Range 13,  
East of the Third Principal Meridian, according to Plat of said Field Crest First Addition  
registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 20,  
1961, as Document Number 1989751.

PIN# 28-22-313-038  
C/KIA 4419 RICHARD AVE.  
OAK FOREST, IL 60452



Subject to the Estates, Easements, Incumbrances and Charges noted on  
the following memorials page of this Certificate.

Witness My hand and Official Seal

this THIRDD (3rd) day of MAY A. D. 1983

RLI...5/3/83

Sidney R. Olson  
Registrar of Titles, Cook County, Illinois.

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MEMORIALS

OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

| DOCUMENT NO. | NATURE AND TERMS OF DOCUMENT  | DATE OF DOCUMENT | DATE OF REGISTRATION<br>YEAR·MONTH·DAY·HOUR | SIGNATURE OF REGISTRAR   |
|--------------|---|------------------|---|--|
| 170115-43    | General Taxes for the year 1982.<br>Subject to General Taxes levied in the year 1983.<br>Subject to Public Utility and drainage easements as shown on Plat registered as Document Number 1989751. |                  |   | <i>Sidney R. Olsen</i><br><i>Sidney R. Olsen</i><br><i>Sidney R. Olsen</i> |
| In Duplicate | Mortgage from Dennis John Mitzner, to Land of Lincoln Savings and Loan, a Corporation, to secure note in the sum of \$10,000.00, payable as therein stated. For particulars see Document.         |                  |   |  |
| 3306191      | Mortgage's Duplicate Certificate 670038 issued 5/3/83   | Mar. 11, 1983    | May 3, 1983 11:09AM                         | <i>Sidney R. Olsen</i><br><i>Sidney R. Olsen</i>                           |

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10-15-2011

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

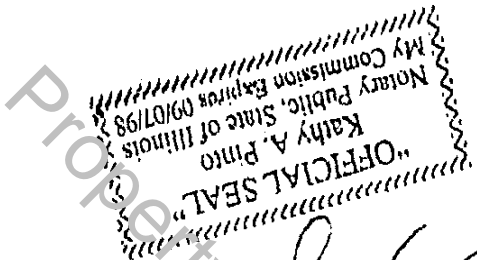
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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 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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This instrument was prepared by:

My Commission expires: 9/7/98

*[Signature]*  
Notary Public

I, the undersigned JEFFREY A. JAMES AND ROBIN B. JAMES, HUSBAND AND WIFE a Notary Public in and for said county and state do hereby certify that 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3RD day of OCTOBER, 1994

STATE OF ILLINOIS, COOK County ss:

[Space below This Line For Acknowledgment]

Social Security Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

(Seal) Borrower (Seal) Borrower

Social Security Number 354-62-2602

ROBIN B. JAMES (Seal) Borrower

*[Signature: Robin B. James]*

Social Security Number 339-58-6747

JEFFREY A. JAMES (Seal) Borrower

*[Signature: Jeffrey A. James]*

Witnesses:

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.

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home 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. [Check applicable box(es)]



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## BALLOON RIDER

LOAN NO. 0829900

### (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 3rd day of October, 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 FAIRWAY MORTGAGE, INC.

(the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:  
3146 73TH PLACE, LANSING, IL 60438  
(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 10-01-2024, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 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.

#### 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.

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\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

ROBIN B. JAMES  
JENNIFER A. JAMES

94862488

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

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.

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.