94900837

[Space Above This Line Dir Recording Date]

TOAN # 9511

MORTGAGE

THIS MORTO/GE ("Security Instrument") is given on October 19, 1994. The mortgagor is LEE A. TOOMAS AND BEVERLY J. THOMAS, HIS WIFE

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

JAMES F. MESSINGER & CO., INC.

which is organized and existing under the laws of Illinois

, and whose address is

5161-67 W. 111TH STREET WORTH, IL 60482

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

One Hundred Sixty Two Thousand and no/100 (U.S. \$162,000.00). This debt is evidenced by Borrowe, a note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid sarlier, due and payable on November 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the devit evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sum, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Potrower's governants 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:

LOT IS IN THE KNOLLS OF HOMEWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 4/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, PANIGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ALLINOIS, PERMANEST TAX NO: 31-02-202-022

94900537

DEPT-OI RECORDING

TRAN 9489 10/21/94 08:40:00

COOK COUNTY RECORDER

which has the address of

3216 NNOLLWOOD LANE HOMEWOOD, Illinois 60430 grens Address 1.

Home 3014 \$490 (page 1 of 6 pages) Wavaleti Document Systems, Inc., 9404

ILLINOIS-Single Family Phone Mac/Proble Mac UNIFORM INSTRUMENT 1476GL (9202)

Box 64

TOGETHER WITH all the improvements now or hereafter crected on the property, and all casements, appuritenances, 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 seised 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 invisition 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 debi 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 ('Lunds') for (a) yearly faxes and assessments writer may attain priority over this Security Insurance insurance premiums, (d) yearly leasehold payments or ground tents on the Property, if any; (e) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly morgane insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph is in lieu of the payment of mortgage insurance premiums. These nems are called 'I serow lieus' Lender may, at any time, collect, and hold Lunds in an amount not to exceed the maximum amount a lender for a tederally related mortgage loan may require for Socrower's escrow account under the federal Real I state Settlement Procedures. Act of 1974 as amended from time to time, L. o. S.C. § 260H et seq. ('RESPA'), unless another law that applies to the Lunds set a lesser amount. It so, Lender may, at any time collect and hold Lunds in an amount not to exceed the lesser amount. Lender may estimate the amount of lunds due on the basis of current data and reasonable estimates of expenditures of future I serow liens of otherwise in accordance with applicable law.

The Lunds shall be held in an institution whose deposits are insured by a federal agency instrumentality, or entity uncluding Lender, if Lender is such an institution or in any edit à Home Loan Bank. Lender shall apply the Lunds to pay the Lisatow Items. Lender may not charge Borrower for holding and applying the Lunds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the runds 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 processes 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 writing, however, that interest shall be paid on the Londs. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Lunds and the purpose for which each debit to the Lunds was made. The Funds are pledged as additional security for all sums secured by the Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, I ender shall account to Bottower for the excess Funds in accordance with the requirements of applicable law. If the abount of the Lunds held by I ender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrowar nawring, 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 monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly round to Betrower any Funds held by Lender. If, under paragraph 24, Lender shall acquire or sell the Property, Lender, prior to the committee 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 I ender on der 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. Chargest Liens. 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 hen in a manner acceptable to I ender, (b) contests in good is alt the lien by, or defends against enforcement of the lien in, legal proceedings which in the I ender's opinion operate. O prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to I ender subordinating the lien to this Security Instrument. If I ender determines that any part of the Property is subject to a lien which may attain profitly over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the hen 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 thooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance earrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage chaise. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it 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 Institution, 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 coffect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security payment, whether or not then due. The 30-day period will begin when the notice is given.

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

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Burrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument, and shall continue to occur y the Property as Burtower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrow re'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 it any forfeiture action or proceeding, whether civil or criminal, is begun that in Lemee's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by this Security Justianant of Lender's security interest. Horrower may cure such a default and remstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good taith 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. Burrower shall also be in default it Borrower, during the four application process, gave materially false or inaccurate information or statements to Lender (or tailed to provide I ender with any material information) in connection with the toan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument, is on a leasehold, Borrower shall comply with all the provisions of the lease. If Horrower 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 Bortower fails to perform the covernats 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 bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although Lender may take action under this payagraph 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. It substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth or the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be metteer 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, it 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 Horrower 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 office taking of any part of the Property, or for conveyance in here of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total talang 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, shall be reduced by the amount of the proceeds multiplied by the tollowing fraction, can the Galamount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking, divided by the fair market value of the Property in which the fair market value 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 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 sams secured by this Security Instrument, whether or not the sums are then due.

If the Property is also doned by Borrower, or it, after notice by Lender to Borrower that the condemner offices to make an award or settle a claime of acompes, Borrower fails to respond to Lender within 30 days after the date the notice of given Lender is authorized to collect and sprily the proceeds, at its option, either to restoration or repair of the Property or to the same secured by this Security Justium at whether or not then due

Unless Lender and Borrower anerwise agree in writing, any application of proceeds to principal shall not extend or postpose the due date of the monthly payments (elerged to in paragraphs 4 and 2 or change the amount of such payments

- 11. Borrower Not Released; Forbeazance By Lender Not a Waiver. Excussion of the time for payment or modification of amortization of the sums secured by his Security Instrument, granted by Lender to any successor in matrix tool Rottower sholl not operate to release the liability of the original Borrower or Borrower's successors in matrix. I ender shall not be required to commence proceedings against any successor in matrix stor 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 proclade the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Lial ility Co-signers. The covenants and spreamers of this Security Instrument shall bind and benefit the successors and assigns of Leoder and Borrower, subject to the provisions of paragraph V. 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 divide age, grant and consex that Borrower indirect in the Property under the terms of this Security Instrument, (b) is not personally obasined to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with repard to the terms of this Security Instrument, or the Note 2 whom that Borrower's consum
- 13. Lann Charges. If the loan secured by this Security Instrument is subject to this 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 retunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Soc or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated to 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 delive near to by moding it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of 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 poverned by tederal law and the law of the ministration in which the Property is located. In the event that any provision or clause of this Security Instrument, or the Note which can be given effect 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
- 47. Transfer of the Property or a Beneficial Interest in Borrower. If all of 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 persons without Lender's prior written consont. Lender may, at its option, require immediate payment in full of all supposes includes the state of the 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 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 altorneys' 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 unchanges. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain tully effective as if we acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph.
- 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 Hortower. A sale may result in a change in the entity (known as the 'Loan Servicer') that code its monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer untelated to a sale of the Note. If there is a change of the Loan Servicer, Horrower 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 Substance, 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, othe. Hazarable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaz/on/de, 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 nealth, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration followin; Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 77 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 safe 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 a charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead, Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one of more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] [] Adjustable Rate Rider 1 1 Condominum Rider 1 114 Lands Rider [] Biweelly Payment Rider 1 | Graduated Payment Rider [| Planned Unit Development Rider [X] Balloon Rider [] Rate Improvement Rider 1 | Second Home Rider [| Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 3 through 6 of this Security Instrument and in any rider(s) executed by Botrower and recorded with it Withers: (Seal) Bareva Scali In it seed STATE OF ILLINOIS, COOK ca Notary Public in and for said county and state do hereby cettify that the undersigned LEE A, THOMAS, AND BEVERLY J. THOMAS, HIS WIFE. , personally known to me to be the same personal, whose subscribed to the foregoing instrument, appeared before the day day in person, and acknowledged that nanc(s) free and votamate act, for the over and purposes they he signed and delivered the said instrument as afficing therein set forth day of OCTOBER 19th Given under my hand and official seal, this My Commission expites 3/9/99

MAIL TO This instrument was prepared by FORE PLA STOCKDALL JAMES T. MISSINGER & CO., INC 5161-67 W. (1111H STRILL) WORTH, JL 60482

"OFFICIAL SEAL"
EILEEN SCHWALLER
Nothing Filter, State of Honois
No Commission Divines March 2, 1997

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THIS BALLOON RIDER is made this nineteenth 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

JAMES F. MESSINGER & CO., INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument, and located at:

3216 KNOLLWOOD LANE HOMEWOOD, H. 60430

(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. Morrower 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 manurity three of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new Ioan ("New Loan") with a new Maturity Date v. November 1, 2024, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the co-ditions provided in Sections 2 and 5 below are met (the "Conditional Retinancing Option"). If those conditions are not met, I understand that are Note Holder is under no obligation to retinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the street from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTIOS

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (3) I must still be the operation 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) or liet 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 (qual to the Federal National Mortgage Association's required net yield for 50-year fixed rate mortgages subject to a 60-day mandatory delivery communient, 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 effection to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder wind termine 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 give ter 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 mouthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid intere 4, plus (c) all other sums I willowe under the Note and Security Institutent on the Maturity Date (assuming my monthly payments then accounted, 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 an calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDUTIONAL REFINANCING OPTION

Fig. Note Holder will notify me at least 60 calendar days in advance of the Mannity. Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Mannity. Date. The Note Holder will ovide me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will ovide my payment record information, together with the name, title and address of the person representing the Note Holder that I have distributed in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may 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 to later than 45 calendar days prior to the Mannity Date. The Note Holder will calculate the day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days of rovide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Mannity Date the Note Holder will advise me of the new interest rate (the New Note Rate), and new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required returancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

THY SIGNING BELOW) Bonower LEE A. THOMAS	accepts and agrees to the (Seal) -Borrower	BEVERLY J. THOMAS (Seat)
	(Sed) Horrower	(Seal) Borrower

[Sign Original Only]

Property of Cook County Clerk's Office