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WHEN RECORDED MAIL TO

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HOUSEHOLD BANK F.S.B.

A SALES NATA A SERVICIO DE PROPERTO DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACT

5139009

TERCOUNTY THERE (U)

LOAN NUMBER: 6995948

100 MITTEL DRIVE WOOD DALE, IL

6019



- [Space Above This Line For Recording Data] --

MORTGAGE

94056293

THIS MORTG AGE ("Security Instrument") is given on

DECEMBER 30TH , 1993

The mortgagor is LOFERT M. SMITH AND JEWEL D. SMITH, HIS WIFE.

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

PRIORITY 1 MORTGAGE (CRPORATION which is organized and existing under an laws of

ILLINOIS

, and whose address is

9501 W. DEVON AVENUE, SUITE 603, ROSEMONT, IL 60018

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

FIFTY THOUSAND AND NO/100

Dollars (U.S. \$ 50,000.00). This good 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 JANUARY 1ST, 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 Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 36 IN BLOCK 2 IN ALBERT J. SCHORSCH IRVING PARK FOULEVARD GARDENS, IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #13-20-104-035

DEPT-11 RECORD T

\$33,50

Te7777 TRAN 5170 01/18/94 15:16:00

#8304 # #-94-056293

COOK COUNTY RECORDER

which has the address of 6012 WEST BYRON

(Street)

Illinois

60634

("Property Address");

[Zip Code]

CHICAGO (City)

and Late pages)

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
1TEM 1876L1 (9202)
23.12 04.602

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.
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MFIL3112 - 04/92

Roods or Rooding, for which Lender requires insurance, This insurance shall be maintained in the amounts and Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Haxard or Property Inquirance. Borrower shall keep the improvements now existing or hereafter erected on the

shall satisfy the tien or take one or more of the actions set forth above within 10 days of the giving of notice. which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower subordinating the ilen to this Security Instrument. If Lender determines that any part of the Property is subject to a lien prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to its writing to the payment of the obligation secured by the tien in a manner acceptable to Lender; (b) conteats in good faith Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

undar this paragraph, If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid shail pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on 4. Chargest Liens. Borrower shall pay all myes, assessment, ohanges, fines and impositions attributable, to the froperty which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any! Bohrower! A can there abilications in the manner manifold in marginal in that manner arranged in the manner entities in the manner and in their and in the manner and in them on

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

sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sole as a credit against the sums Upon payment in full of all sums secured by this Security Instrument, Lender shair 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 sell of the Droperty Lender, prior to the acquisition or sell of the Droperty Lender, prior to the acquisition or sell of the Droperty Lender, prior to the acquisition or sell of the Droperty Lender, prior to the acquisition or sell of the Droperty Lender in the Droperty Lender of the Borrowskip Lender of the Droperty Lender of the Droperty Lender of the Borrowskip Lender of the Droperty Lender of the Borrowskip Lender

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Escrow Items when due, I end a may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the requirements of article law. If the amount of the Funds held by If the Funds bold by Lender exceed the amounts permitted to Sold by applicable law, Lender shall account to

and the purpose for which each debit to the Funds was made. The Funds are pledged as additional accurity for all sums Lender shall give to Borrower, without charge, an annual secon ning of the Funds, showing credits and debits to the Funds. or earnings on the Funds. Borrower and Lender may a real in writing, however, that interest shall be paid on the Funds, to start the finds of the Funds, to start the finds of the Funds, to start the Funds of the Funds, to start the Funds of the Funds. agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest & estate lax reporting service used by Lender in connector with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge, However, Lender may require Borrower to pay a one-time charge for an independent real account, or verifying the Escrow liens, unless Londer pays Bonuwer interest on the Funds and applicable law permits the Escrow lients. Lender may not carries Jorrower for holding and applying the Funds, annually analyzing the escrow (including Lender, if Lender is such an ineritation) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay The Funds shall be held in an initiation whose deposits are insured by a federal agency, insurantality, or entity

reasonable estimates of expendicues of future Escrow Items or otherwise in accordance with applicable law. amount not to exceed the least amount. Lender may estimate the amount of Funds due on the basis of current data and another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an Estate Settlement 17 (ced ures Act of 1974 as amended from time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a lender or a federally related mertgage loan may require for Borrower's escrow account under the federal Real Lender, in accordance with the provisions of paragraph 8, in ticu of the payment of mortgage insurance premiums. These items are called farmy literas." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum lenser is a second of the payment of the payment of the payment of the payment of morting in the payment of the insurance preniums, if any; (c) yearly mortgage insurance preniums, if any; and (f) any sums payable by Borrower to payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasthold 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the DMIHORM COVENANTS, Borrower and Lender covenant and agree as follows:

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any morigage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

Instrument. All of the foregoing is referred to in this Security instrument as the "Property." and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

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

Unless Ler can and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dote of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 in 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 pros to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forteliure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may

take action under this paragraph 7, Lender does not have to do so.

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

requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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Form 3014 9/90 (page 4 of 6 pages)

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18, Borrower's Right to Relustate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expination of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by

in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

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

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which jurisdiction in which the Property is located. In the event that any provision or clause of this Security Lustrument or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by federal law of the law of the

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by prepayment charge under the Note.

a direct payment to Borrower. If a refund reduces principal, the reduction with oc treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Forrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan clarge shall be reduced by the amount necessary to reduce

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection 13. Loss Charges. If the losn secured by this Security instrument is subject to a law which sets maximum losn

Bottower's consent. forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify,

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is cr. signing this Security Instrument only to mortgage, grant and convey that paragraph 17, Borrower's covenants and agreements shall be joint and several, Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound Joint and Several Liability; Co-signers. The covenants and agreements of this not be a waiver of or preclude the exterise of any right or remedy. original Borrower or Borrower's cuccasors in interest. Any forbearance by Lender in exercising any right or remedy shall

otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the shall not be required to conference proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amon sain n of the sums secured by this Security Instrument granted by Lender to any successor in interest

Extension of the time for payment or II. Borrower Ac. Peleased; Forbearance By Lender Not a Waiver. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lorder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums secure (b) this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the an award or seule a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make are then due.

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums Property immediately before the taking. Any balance shall be paid to Borrower, In the event of a partial taking of the fraction: (a) the total amount of the sums accured immediately before the taking, divided by (b) the fair market value of the the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

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

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation 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" mea is 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 Porrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrumer. (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.

		(Addigus)
A Notary Public, State of Illinois P 11 60018 My Commission Expires 10/26/97	ROSEMONT,	(Name) (Name) 9501 W. DEVON AVENUE, SUITE 603,
Gail Maher		PRIORITY 1 MORTGAGE CORPORATION,
OFFICIAL SEAL"		This instrument was prepared by
Morary Public		
in an se		
	Y	My Commission expires:
Jo ABD	08	Given under my hand and official seal, this
598) Jack 13 (10 veb)		ரும்
free and voluntary act, for decides and purposes therein set	V	se innormatent the said the same as
day in person, and acknowledged that	eint om oroloc	subscribed to the foregoing instrument, appeared b
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, a Notary Public in and for said county and state,		when here
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enantine).	Borrower	
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JEWEL D. SMITH BURNET		KOBERT M. SMITH
Just J. Sunt	(Seal)	the state of the state of the
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Wimess:		Witness:
terms and covenants contained in pages 1 through 6 of this id recorded with it.		BY SIGNING BELOW, Borrower accepts an Security, instrument and in any rider(s) executed by
•		Other(s) [specify]
vernent Rider Second Home Rider	Rate Impro	X Balloon Rider
nit Development Rider Biweekly Payment Rider	Flanned Ur	Graduated Payment Rider

Condominium 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 this Security Instrument as if the rider(s) were a part of this Security security.

1-4 Family Rider

ILEM IBTOLO (9202)

Adjustable Rate Rider

Instrument [Check applicable box(es)]

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 30TH day of DECEMBER, 1993

and is incorporated into and shall be deemed to amend and supplement the Mongage, 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 PRIORITY 1 MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 6012 WEST BYRON
CHICAGO, IL 60634

[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 foan ("New Loan") with a new Maturity Date of JANUARY 1ST, 2024 and with an interest rate equal to the "New Note Rate" of the information accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Condition a Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance of 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 lander 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 are payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage wints 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 qua' 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 per en age point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date faid time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not gr. atc. 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, thus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Material Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

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

BY SIGNING BELOW, Borrower accepts and agrees to	the terms and covenants contained in this Balloon Rider.
ROBERT M. SMITH BORROWER	JEWEL D. SMITH BOTTOWN
(Seal) -Borrower	(Scal

(Sign Original Only)

MULTISTATE BALLOON RIDER-Single Family-Famile Mae Uniform Instrument
Form 3180 12/89 (page 1 of 1 page)
Form 8549L0 (9002)
Great Lakes Business Forms, Inc. 18 USA 1-800-253-0209 CM 1-400-358-2843 C) FAX (816)-791-1131

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