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COOK COUNTY RECORDER

THIS MORTGAGE SECURES THE PAYMENT OF THE DEBT OF \$177,000.00.

94212779

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DEPT-01 RECORDING
T00000 TRAN 6745 03/08/94 15:02:00
\$4041.80 - 24-212779
COOK COUNTY RECORDER

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Loan No. 930051010

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **February 23, 1994**. The mortgagor is **STANLEY LUBINSKI and HELEN LUBINSKI, HUSBAND AND WIFE**.

(*Borrower"). This Security Instrument is given to **RAVENSWOOD MORTGAGE CORP.** ("Lender"). Borrower owes Lender the principal sum of

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3139 N. LINCOLN AVENUE, #210, CHICAGO, ILLINOIS 60657**.

one hundred seventy-seven thousand and no/100-

Dollars (U.S. \$ 177,000.00).

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 **March 1, 1999**.

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 92, IN EAGLE RIDGE SUBDIVISION PHASE TWO, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

94212779

PIN 24-16-304-021

which has the address of

Illinois **60453**
(Zip Code)

10712 S. LONG

("Property Address")

OAK LAWN

(Suburb)

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11. Borrower shall promptly remit to Lender receipts evidencing the payment of these payments.

12. Borrower shall promptly furnish to Lender notices of the following:

- (a) any change in the address or name of Borrower;
- (b) any change in the address or name of any co-borrower;
- (c) any change in the address or name of any co-signer;
- (d) any change in the address or name of any co-endorser;
- (e) any change in the address or name of any co-indorser;
- (f) any change in the address or name of any co-codewriter;
- (g) any change in the address or name of any co-codewriter;
- (h) any change in the address or name of any co-codewriter;
- (i) any change in the address or name of any co-codewriter;
- (j) any change in the address or name of any co-codewriter;
- (k) any change in the address or name of any co-codewriter;
- (l) any change in the address or name of any co-codewriter;
- (m) any change in the address or name of any co-codewriter;
- (n) any change in the address or name of any co-codewriter;
- (o) any change in the address or name of any co-codewriter;
- (p) any change in the address or name of any co-codewriter;
- (q) any change in the address or name of any co-codewriter;
- (r) any change in the address or name of any co-codewriter;
- (s) any change in the address or name of any co-codewriter;
- (t) any change in the address or name of any co-codewriter;
- (u) any change in the address or name of any co-codewriter;
- (v) any change in the address or name of any co-codewriter;
- (w) any change in the address or name of any co-codewriter;
- (x) any change in the address or name of any co-codewriter;
- (y) any change in the address or name of any co-codewriter;
- (z) any change in the address or name of any co-codewriter;

4. Changes: Lenses, Borrower shall pay all taxes, assessments, charges, fines and importation difficulties to the Proprietor which may accrue prior to 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.

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

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 of title as a credit against the number accrued by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess. Funds in accordance with the requirements of applicable law, Lender may be liable for the amount of the funds held by Lender in excess of the amount required by law, if the amount of the funds held by Lender exceeds the amount required by law, Lender shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

2. Funds for Taxes and Liabilities. Subiect 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 accrue over the Security instrument as a lien 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; (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 maintenance premiums. These items are collectively referred to as "Taxes and Liabilities".

1. **Principles of Technical and Interdisciplinary Reprogramming**: Rotoworx will promptly pay when due the principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

UNIFORM COVENANTS. Borrower and Lender covenant to observe the following uniform covenants:

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that the Property is lawfully held by him and his heirs and assigns for all claims and demands, and will defend generally the title to the Property against all claims and demands, subject to any encumbrance or record.

TO GET HER 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 improvements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and 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 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

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in the event of a total taking of the Property, the proceeds shall be applied to the sums received by this Security instrument, whether or not then due.

Security value of the Property immediately before the taking is equal to or greater than the amount of the sums received by this market value of the sums secured by the proceeds multiplied by (b) the total amount of the sums received by this Security instrument 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 received by this Security instrument before the taking, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium offers to make an award or settle a claim for damages, Borrower shall be liable for the amount of such payment.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payment.

11. Borrower Not Released; Forfeiture; By Lender Not a Waller. Extension of the time for payment of amortization of the sums secured by this Security instrument by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's assignee to pay the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums received by this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium offers to make an award or settle a claim for damages, Borrower shall be liable for the amount of such payment.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of any note or remedy.

Any forbearance by this Security instrument or any right or remedy of or prejudice the successors in interest of the Property under the terms of this Security instrument or the Note or any other agreement between Lender and Borrower shall not be a waiver of or prejudice the successors in interest of the Property under the terms of this Security instrument or the Note or any other agreement between Lender and Borrower.

Borrower's, in interest but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that instrument but does not execute the Note; (b) is not personally obligated to pay the amounts secured by this Security instrument but executes the Note: (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the Note.

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 exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender.

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender or any other address Borrower designates by notice to Borrower. Any notice to Lender shall be given by first class mail to 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 Agreement or first class mail unless otherwise provided for in this Security instrument, shall be given by delivering it or by mailing it by first class mail unless applicable law requires otherwise.

14. Notices. Any notice to Borrower 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 instrument of this Note and of this Security instrument, and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be cured by the parties. In the event that any provision of this Security instrument instrument of this Note and of this Security instrument, and the Note are declared unconstitutional or illegal, the parties shall negotiate to cure such conflict.

16. Borrower's Copy. Borrower shall be given one conformable copy of this Note and of this Security instrument, to be delivered to the parties.

10. Condemednation. The proceeds of any part of the Property, or for conveyance in trust of condominium, are hereby condemned and Borrower notice at the time of or prior to an inspection specifically regarding easements upon and impact of the Property. Lender shall give 9. Imprecision. Lender or its agent may make reasonable estimates upon and impact of the Property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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Form 201A 5/80

23. Waiver of Demand and Borrower waives all right of foreclosure and redemption in the Property.

Without notice to Lender, Borrower shall pay any security held prior to the date of the transfer.

22. Likewise, Lender shall give Borrower notice of all sums accrued by this Security instrument, Lender shall receive this Security instrument.

21. Notwithstanding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

provided by this Security instrument without further demand and may foreclose this Security instrument by judicial sale before the date specified in this note, Lender, in its option, may readily commence proceedings to pay in full of all sums non-excessive of a default or any other deficiency of Borrower to recover the principal amount of the note and costs of title evidence.

(d) Lender by this Security instrument, foreclosing by judicial proceeding and sale of the Property, shall have the right to recover the date of the note, Lender, in its option, may readily commence proceedings to pay in full of all sums non-excessive of a default or any other deficiency of Borrower to recover the principal amount of the note and costs of title evidence.

(c) If due, not less than 30 days from the date the note is given to Borrower, by which the note must be cured; and

(d) applicable law provides otherwise), the note shall specify: (i) the default; (ii) the action required to cure the default;

of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless

21. Acceleration Remedies, Lender shall have notice to Borrower prior to acceleration following Borrower's fraud,

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

subject to health, safety or environmental protection, Lender shall have the right to require Borrower to remove any hazardous substance from the property in accordance with applicable law.

Article 20, "Environmental Law," means federal law and laws of the jurisdiction where the property is located that regulate and restrict volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. A loan to

environmental law and the following subsections: Paragraph, whenever, other than radioactive products, toxic

A user in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial action in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take

of which Borrower has full knowledge, if Borrower fails, or is unable to do, any governmental or regulatory authority, the Borrower shall provide party involved the responsibility and any Hazardous Substance of Environmental Law

governed or regulatory agency or private party involved the responsibility and any Hazardous Substance by any

Borrower shall provide notice of any violation, claim, demand, lawsuit or other action by any

considered user and to include notice of the property.

20. Hazardous Substances, Borrower shall act cause of permit the presence, use, disposal, storage, or release of any

information required by applicable law.

19. Sale of Note, either of Loan Service. The Note or a partial interest in the Note (together with this Security

not apply in the case of acceleration under paragraph 17.

obligations incurred thereby remain valid effective as if no acceleration had occurred. However, this right to remit late fees

this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the

late fee of this Security instrument, Lender's rights in this Property and Borrower's obligation to pay the sum received by

including, but not limited to, reasonable attorney fees; and (d) take such action as Lender may reasonably require to pursue

cures any default of any other covenant or agreement; (e) pays all expenses incurred in enforcing this Security instrument;

Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (f)

Security instruments or (b) entry of a judgment enforecible in this Security instrument. Those conditions are that Borrower: (a) pays

Security instruments or (b) pay the late fees for reinstatement), before sale of the property pursuant to any power of sale contained in this

applicable law may apply to the time prior to the earlier of: (a) 5 days (or such other period as

enforcement of this Security instrument discontinued at any time prior to the right to have the right to have

permitted by this Security instrument without notice or demand on Borrower.

Security instruments; If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy

lack than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums accrued by the

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not

of this Security instrument.

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

Lender's prior written consent, Lender may, in its option, require immediate payment in full of all sums accrued by the

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it

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RECORD AND RETURN TO:
RAVENSWOOD MORTGAGE CORP.
3139 N. LINCOLN AVENUE, #210
CHICAGO, ILLINOIS 60657

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))

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witnesses:

Stanley Lubinski (Seal)
STANLEY LUBINSKI
-Borrower

Helen Lubinski (Seal)
HELEN LUBINSKI, HUSBAND AND WIFE
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

I, Stanley Lubinski,
that

STANLEY LUBINSKI and HELEN LUBINSKI, HUSBAND AND WIFE

County ss:

, a Notary Public in and for said county and state do hereby certify

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 23rd day of February , 1994

My Commission Expires:

This Instrument was prepared by: JOY CABUYADAO

LSK 8-8R(IL) (8106.01)

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12/7/9

Loan # 930051010

BALLOON RIDER

(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 23rd day of February, 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 RAVENSWOOD MORTGAGE CORP. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10712 S. LONG, OAK LAWN, ILLINOIS 60453

[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):

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1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to March 1, 2024, (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to reissue the Note or to modify the Note, reset the Note Rate or 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 money to repay the Note.

2. CONDITIONS TO OPTION

If I 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 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) there are no liens, defects, or encumbrances against the Property or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Modified 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 MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%)(the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option. If this required net 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 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 Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION 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 I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension 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 Modification and Extension Option. If I meet 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 will calculate the fixed Modified Note Rate based upon the Federal Home Loan Mortgage Corporation's applicable published

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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 Note Maturity Date 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 processing fee and the costs associated with the exercise of the Conditional Modification and Extension 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 Balloon Rider.

Stanley Lubinski

STANLEY LUBINSKI

(Seal)

Borrower

Helen Lubinski

HELEN LUBINSKI, HUSBAND AND WIFE

(Seal)

Borrower

(Seal)

Borrower

[Sign Original Only]

94212779