

PREPARED BY:
DIANA M. TREVINO
ELMHURST, IL 60126

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RECORD AND RETURN TO:

FIRST COLONIAL MORTGAGE CORPORATION
536 SOUTH YORK STREET
ELMHURST, ILLINOIS 60126

COOK COUNTY, ILLINOIS
FILED, COOK RECORD

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MORTGAGE

THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

0181059

THIS MORTGAGE ("Security Instrument") is given on, MARCH 21, 1994, by and between JOSEPH G. DI LEONARDI, SR., AND CAROL J. DI LEONARDI, HUSBAND AND WIFE

333
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("Borrower"). This Security Instrument is given in consideration of the indebtedness of the Borrower to the Lender, FIRST COLONIAL MORTGAGE CORPORATION,

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 536 SOUTH YORK STREET, ELMHURST, ILLINOIS 60126 ("Lender" or "Creditor"). Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100

(\$55,000.00), 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 APRIL 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of 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

LOT 12 IN SCHORSCH FOREST VIEW UNIT NUMBER 5, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-14-121-008

which has the address of 4615 NORTH POTAWATOMIE, CHICAGO, Illinois 60656 ("Property Address"). Zip Code

ILLINOIS Single Family-Fannie Mae/Middle Mile UNIFORM INSTRUMENT

CD-501E (6/01) FORM 3014-1000 VMP MORTGAGE FORMS 1013005-0100-1000M21-3001-0002

DPS 1000

Form 3014-1000

BOX 333

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Borrower shall promptly disclose any information which has priority over the Security Instrument evidencing the payables; (a) agree to in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contribute in good faith the lien by, or delegate against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; (c) accurate from the holder of the lien an agreement satisfactory to Lender to take one or more of the actions set forth above within 10 days of the giving of notice.

d. Charges to Lenders. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect its Security Lien or to the Property over which it has priority over the Security Lien until paid in full.

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

Upon payment in full of all sums secured by this Security Instrument, Lessor 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 of title of the Property, shall apply any funds held by Lender at the time of acquisition or sale to credit against the amount secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess held by Lender under Article 10; unless the proceeds of such an account are used to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including loans), if Leader is sick or disabled until a new loan is made with application law.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue prior to the date of payment over this Security Instrument as a lien on the Property; (b) yearly leasehold payments if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sum payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees". Lender may, at any time, collect and hold Funds in an amount not to exceed the amount necessary to pay off the principal and interest due on the Note, plus any fees, costs and expenses of collection, including attorney's fees, and reasonable legal expenses. Lender may collect and hold Funds in an amount not to exceed the amount necessary to pay off the principal and interest due on the Note, plus any fees, costs and expenses of collection, including attorney's fees, and reasonable legal expenses.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVRNANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines a Uniform form covering all uses and non-uniform forms covered under the Uniform Act.

Grant and convey to the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend title to the Property against all claims and demands, subject to my noninterference of record.

BORROWER COVENANTS that Borrower will fully perform all the terms and conditions of the Note and pay the principal and interest when due, and that Borrower will not do any act which would impair the value of the Collateral or otherwise violate any provision of the Note or this Agreement.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OF HIGHER GRADE ON THE MARKET.

5. Hazard or Property Insurance. Borrower shall keep all 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 premium 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 sum 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 sum 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; Leasehold.
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, but 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 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 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 foreclosure 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 required 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 premium 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 premium 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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16. Doctorow's copy. Borrower shall be given one certified copy of the Note and of this Security Instrument.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note is held illegal or unenforceable, to the extent possible under applicable law, such provision shall not affect other provisions of this Security Instrument or the Note and the Note will be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

11. Notices. Any notice to Bortower provided for in this Security Instrument shall be given by delivery or by mailing it by first class mail unless applicable law requires use of another method. The notices shall be directed to the Proprietary Address or any other address Bortower designates by notice to Landlord. Any notice to Landlord shall be given in writing and delivered personally to Landlord or by notice to Landlord of Landlord's address as it appears in this instrument or any other instrument held by Bortower or Landlord under which Bortower is given an interest in this property.

prejudgment charge under the Rule.

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 limit, then: (a) any such late charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded the limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower. If a refund is made, the note will be continued in effect as a new note, and no additional payment will be required.

make any accommodations with regard to the terms of this Security Instrument if it is determined that Borrower's conduct or behavior is contrary to law or may damage, contaminate, pollute or otherwise injure, threaten, interfere with or impair the property or rights of any third party.

12. **Successors and Assigning Bound; Joint and Separate Liability; Co-signer.** The covenants and agreements of this Securitily Instrumentment shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this paragraph 17, Borrower's liability and agreements shall be joint and several. Any Borrower who signs this instrument but does not execute his Note: (a) is co-signing this Security Instrument only to mortgage, (b) is not personally obligated to pay the same Borrower's interest in the Property under the terms of this Security Instrument: (b) is not personally obligated to pay the same Borrower's interest in the Property under the terms of this Security Instrument.

succession in interest. Any locomotive by law is entitled to exercise any right or remedy which may be a waiver of or precludes the exercise of any right or remedy.

of amortization of the sum secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release Lender from its liability as successor in interest of Borrower under the Security Instrument.

Utilises Leander and Borrows' debriefing strategy in writing, any application of procedures to principles shall not extend or postpone the due date of the monthly payment referred to in paragraph 1 and 2 or change the amount of such payments.

If the Proprietary or his Assignee by Borrower, or if, after notice by Borrower to Borrower that the condominium offered to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notices is given, Lender is authorized to collect and apply the proceeds, if its option, either to restoration or recapital of the property or to the amount accrued by this Security instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by the Security Instrument whether or not the sum due.

market value of the Property immediately before the taking is equal to or greater than the amount of the sum secured by the market value of the Property immediately before the taking is less than the amount of the sum received immediately before the taking, unless the owner and lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sum secured by the Security Instrument whether or not the sum due.

commodification of other's taking of any part of the Property, as for conveyance in lieu of compensation, are hereby agreed and shall be paid to Landers.

"... especially when it comes to the right to sue, make individuals think twice about filing a complaint." - Senator John F.

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

18. 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 received or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to do so, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **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 obtained 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 ensure 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.

20. 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.

21. 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 Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 3014 8/00

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Form 301A 8/80

Page 6 of 6

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This instrument was prepared by: *John C. Leonardi*
Notary Public No. 101327
Notary Public

My Commission Expires:

Given under my hand and official seal, this **21/51** day of **March**, 19**94**.
Signed and delivered to the foregoing instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **That**,
personally known to me to be the same person(s) whose name(s)

in JOSEPH G. DI LEONARDI, SR. AND CAROL J. DI LEONARDI, HUSBAND AND WIFE
County of *Cook*
State of Illinois

-Borrower
(Seal) _____ -Borrower
(Seal) _____

CAROL J. DI LEONARDI
-Borrower
(Seal) _____ -Borrower
(Seal) _____

JOSEPH G. DI LEONARDI, SR.
-Borrower
(Seal) _____ -Borrower
(Seal) _____

BY SIGNING PLEAS, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in my rider(s) executed by Borrower and recorded with us.

24. Riders - This Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, is a convenience and agreement of each such rider shall be incorporated into and shall amend and supplement
the convenience and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es))
- Adjustable Rate Rider Second Home Rider
 Biweekly Payment Rider Other(s) (specify)
 Biweekly Payment Rider Balloon Rider
 Condominium Rider Graduated Payment Rider
 Family Rider Rate Impovement Rider
 Fixed Rate Rider V.A. Rider

24. Riders - This Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, is a convenience and agreement of each such rider shall be incorporated into and shall amend and supplement
the convenience and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es))

UNOFFICIAL COPYBALLOON RIDER
CONDITIONAL RIGHT TO REFINANCE

0181059

THIS BALLOON RIDER is made this 21ST day of MARCH , 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 assure the Borrower's Note to FIRST COLONIAL MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
4615 NORTH POTAWATOMIE
CHICAGO, ILLINOIS 60656

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security instrument and this Rider. The Lender or anyone who takes the Note, the Security instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of APRIL 1 , 2024 , and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

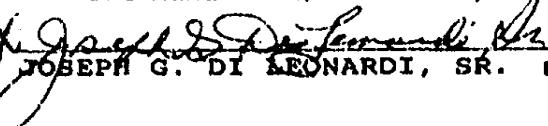
4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is no greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

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

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


JOSEPH G. DI LEONARDI, SR. (Seal)
Borrower


CAROL J. DI LEONARDI (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower
(SIGN ORIGINAL ONLY)

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Property of Cook County Clerk's Office