

# UNOFFICIAL COPY

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Prepared by: JENNIFER HERSHISER  
RECORD AND RETURN TO:  
ESTATE MORTGAGE GROUP OF ILLINOIS  
1300 W. BELMONT  
CHICAGO, ILLINOIS 60657

DEPT-01 RECORDING \$35.00  
T40011 TRAN 7655 07/28/95 11:35:00  
79110 4 RV \*-95-492461  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

Loan No. 3871514

THIS MORTGAGE ("Security Instrument") is given on July 21, 1995 . The mortgagor is CHERISE L. SNEED, SINGLE

("Borrower"). This Security Instrument is given to  
ESTATE MORTGAGE GROUP OF ILLINOIS

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 1300 W. BELMONT, CHICAGO, ILLINOIS 60657 (Lender"). Borrower owes Lender the principal sum of Sixty One Thousand Fifty and no/100----- Dollars (U.S. \$ 61,050.00 ).

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 August 1, 2002. 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 152 IN J.E. MERRION'S COUNTRY CLUB HILLS SIXTH ADDITION, A SUBDIVISION OF PART OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 28-26-100-027-0000  
which has the address of

Illinois 60478  
ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

3856 1/68TH PLACE  
(Zip Code) ("Property Address");

COUNTRY CLUB HILLS [Street, City];

INSTRUMENT Form 3014 9/90

Amended 5/91

VMP -GR(IL) (9408)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 6

Initials: *[Signature]*



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TICOR TITLE INSURANCE

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PREFACE

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Borrower shall provide such security interest in the Collateral as may be required by the Lender or the Agent.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed money. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

child, to interest deep four-tr, to prehend dñe, and last, to any body charge due under the Note.

3. Application of Punishments. Unless applicable law provides otherwise, all payments received by Lentor under paragraph 2 shall be treated as if they were under the Note second, to whom payment under paragraph 2

Funds held by Lennder, II, under paragraph 21, Lennder shall acquire or sell the Property, subject, prior to the acquisition or sale of the Property, such will apply any Funds held by Lennder at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any unused monies paid in advance of the maturity date.

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, if the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve monthly payments, in Lender's sole discretion.

The Funds shall be held in a depository whose deposits are insured by a Federal agency, instrumentality, or entity.

(including Lender, if Lender is such an entity) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays a fee per month plus interest on the Funds and applies them to make sure used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made otherwise in writing, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service. Unless an agreement is made otherwise in writing, Lender shall be entitled to receive all reasonable attorney's fees and costs incurred by Lender in collecting any amount due under this Note.

Notwithstanding anything contained herein, Lender shall not be liable for any attorney's fees or costs incurred by Lender in connection with this Note, unless Lender sues to collect on this Note, or to collect on any other debt to the Lender, or to collect on any debt to the Lender from the Funds.

Escrow items or otherweise in accordance with applicable law.

Leender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

related mortgagor's loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law limits its applicability to the Fund.

and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly fixed insurance premiums if any; (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 monthly insurance premiums. These items are called "Escrow Items". Lender may, at his, due, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal

2. funds for axes and insurance, subject to applicable law or to a written waiver by Lender.

Principal of all interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage it.

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or 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.

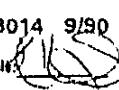
**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy 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 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 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

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise specified in this instrument. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Joint Charges**, if the form received by this Security Instrument in respect to a law which creates maximum joint charges, and that law is finally interpreted so that the interest of other joint charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limit; and (b) any sums already collected from Borrower which exceeded the charge to the permitted limit; and that law is finally interpreted so that the interest or other joint charges collected or to be collected in connection with the loan exceeds the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limit; and (b) any sums already collected from Borrower which exceeded the charge to the permitted limit;

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and bequeath the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to Lender and Borrower and to the providers of security for the sum of all sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any modification with regard to the terms of this Security instrument or the Note without the other owner's consent.

secured by this Security Instrument, whether or not the due date.

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 notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settled.

the amounts secured by this Security Instrument whether or not the sums are then due.

market value of the Property if there is any loss before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

before the striking. Any balance shall be paid to Borrower. In the event of a partial striking of this Property in which the fair

Security instruments before the taking, unless otherwise agreed in writing, the sum secured shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately

market value of the property immediately before the change is equal to or greater than the sum secured by one-half of the units secured by the original mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument whether or not due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

shall be paid to Leaderer.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any award of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9. Inspection. Lender or its agent may make reasonable examinations, inspections and demands at any time during the term of this Note.

The premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends, plus the cost of the insurance.

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage is passed or ceased to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Losses reserved by the insurance company will be deducted from the principal balance of the loan.

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government authority regarding the Property or the Borrower's title thereto.

**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 Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances of Hazzardous Substances of Hazzardous Substances that are generally recognized to be appropniate to normal

19. Sale of Notes: Change of Loan Service. The holder of 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 Service") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Service unconnected with the Note and this Security instrument. The notice and address of the new Loan Service and the address to which payments shall be made. The notice will also contain any other given written notice of the change in recordee with promptness required by law. The notice will state the name and address of the new holder and the address to which payments shall be made. The notice will also contain any other given written notice of the change in recordee with promptness required by law. The notice will state the name and address of the new holder and the address to which payments shall be made.

18. Borrower, Right to Remodel. 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) after remodelling before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) forty (40) days after completion of this Security Instrument. Those conditions are that Borrower: (a) pays Lemder all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays Lemder all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays Lemder the amount of any other costs or expenses incurred in enforcing this Security Instrument; and the Note as if no acceleration had occurred; (d) takes such action as Lemder may reasonably require to assure includung, but not limited to, reasonable attorney fees; and (e) takes such action as Lemder may reasonably require to assessure that the item of this Security Instrument, under's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon remodelling, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remodelate shall not give Borrower the right to make substantial changes in the Property without Lemder's consent.

If Lennder exercises this option, Lennder shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lennder may invoke any remedy

17. Transfer of the Property or a Beneficial Interest in Borrower. [ ] 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 exercise is prohibited by federal law as of the date

15. Governing Law: This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note violates public law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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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

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

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:

CHERISE L. SNEED

(Seal)

-Borrower

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

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

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

STATE OF ILLINOIS,  
\_\_\_\_\_  
that CHERISE L. SNEED, SINGLE

Clerk

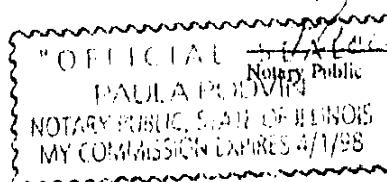
County ss:

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

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of July, 1995.

My Commission Expires: 4/1/98



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## BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

Loan #: 3871514

THIS BALLOON RIDER is made this 21st day of July , 1995 , 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

ESTATE MORTGAGE GROUP OF ILLINOIS

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3856 W 168TH PLACE  
COUNTRY CLUB HILLS, ILLINOIS 60478  
(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 August 1st, 2025 , 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 can not 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

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument

Form 3180 12/69  
Amended 3/92

VMP-875 183041.01

VMP MORTGAGE FORMS - 18001621-7291

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Initials \_\_\_\_\_



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INTRODUCTION

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בְּרִיתָנוֹתֵינוּ

(118)

CHERIE L. SNEED

BY SIGNING BELOW, BORROWER RECEIVES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS BILLION

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 Note Holder also will advise me that I may exercise the Conditional Refunding 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 Refunding Option, if I meet the conditions of Section 2 above. I may exercise the Conditional Refunding Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Note Rate based upon the Federal National Mortgage Association's applicable proof of my required ownership, occupancy and property lien status. Before the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, the Note Holder will advise at which I must appear to sign any document required to complete the refinancing. I understand that Note Holder will charge me a \$250.00 processing fee and the costs associated with updating the title policy, if any reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, and any reasonable attorney fees, and any reasonable attorney fees.

#### **5. EXERCISING THE CONDITIONAL REFINANCING OPTION**

Provided the Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the maturity date (assuming my monthly payments then are current), as required under Section 2 above; The result of this calculation will be the amount of my new monthly payment every month until the New Note is fully paid.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%). The required net yield is not available, the Note Holder will determine the New Note Rate by using comparable New Note Rates". 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 Refunding Option. If this 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 Refunding Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.