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FEDERAL LAND & MORTGAGE RECORDER
COOK COUNTY RECORDER

Prepared by: KATHY KEATING
RECORD AND RETURN TO:
SECURITY FEDERAL BANK, A F.S.B.
2550 S. OAK PARK AVENUE
BERWYN, ILLINOIS 60402

MORTGAGE

95042694 73108902
Loan No. ESRIG

THIS MORTGAGE ("Security Instrument") is given on September 8, 1995 . The mortgagor is
DEBORAH K. ESRIG, DIVORCED NOT REMARRIED

("Borrower"). This Security instrument is given to
SECURITY FEDERAL BANK, A F.S.B.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose
address is 9321 WICKER AVENUE, ST. JOHN, INDIANA 46373
("Lender"). Borrower owes Lender the principal sum of
One Hundred Twelve Thousand and no/100-----
Dollars (U.S. \$ 112,000.00).

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 October 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 4 IN BLOCK 185 IN HOFFMAN ESTATES XIX, BEING A SUBDIVISION IN THE WEST
1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE
1, 1964 AS DOCUMENT NUMBER 19142514, IN THE OFFICE OF THE RECORDER OF DEEDS,
IN COOK COUNTY, ILLINOIS.

PIN 07-09-419-004-0000
which has the address of 1565 DENNISON ROAD HOFFMAN ESTATES (Street, City).
Illinois 60195 (Zip Code) ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90 Amended 5/91
APRIL 1992



BOX 333-CTI

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Borrower shall prominently disclose any fact which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the loan in a manner acceptable to Lender; (b) consents in good faith the Lender may make payments to the Lender after default by the Borrower; or (c) waives all rights to the Lender under this Security Instrument.

If Borrower makes these payments already, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Changes; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property to the Person拥有的抵押权人.

child, so between the fourth, to principal duty, and last, to any like charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lenders under paragraphs 1 and 2 shall be applied as follows, in so far as they relate to amounts paid by Lenders under paragraph 2:

Upon my return in full of all means secured by this Security Instrument, Leader will promptly refund to Borrower any funds held by Leader in full payment of my Funds held by Leader as the time of acquisition or sale as a result of which the sum secured by

This is not sufficient to pay the Doctor's fees 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. Borrower, shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Leader at any

actions and decisions may agree in timing, however, there will be a time of peace on the roads. Under such circumstances, we made, in round sweeping of the Funds, showing credit, and debts to the Funds and the purpose for which each

used by Lender in connection with this loan, unless otherwise provided otherwise. Unless an agreement is made or

verifying the Escrow items, unless Lender pays Broker's interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

The **Federal Home Loan Bank Board** makes decisions in the name of a number of associations, institutions, or individuals.

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

¹⁹⁷⁴ as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds.

The provisions of § 101, para. 1, in the text of the proposed instrument of compulsory jurisdiction, those terms are to be understood as follows:

or general rights of the Property, if any; (c) yearly based 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

(a) yearly interest paid by the Noteholder on the day monthly payments are due under the Note, until the Note is paid in full; a sum ("Funds") for: (b) yearly interest paid by the Noteholder over the Society instrument as a lien on the Property; (c) yearly interest paid by the Noteholder on the day monthly payments are due under the Note, until the Note is paid in full; a sum ("Funds") for:

1. Payment to John Smith, telephone number 555-1234, pay John Smith one thousand dollars for lumber and timber. John Smith is to supply lumber to John Doe to build a house.

SECTION 9 by jurisdiction to consider a modern security instrument covering real property.

THIS SECURITY INSTRUMENT contains mutual covenants for mutual use and non-uniform covenants with limited and well defined generally applicable to the Property subject all claims and demands, subject to any encumbrances or record.

BORROWER COVENANTS that Borrower is lawfully entitled to the security interest in the property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all extensions, additions, alterations now or hereafter a part of the property. All replacements and addititions shall also be covered by this Deed.

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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

initials 

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the Borrower which exceeded permitted limits will be refunded to the 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 reduces principal, the reduction will be treated as a partial prepayment without any penalty.

make; any accommodations with respect to the terms of this Security Instrument or the Note without their Lender's consent.

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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument does not execute the Note; (a) is co-signing this Security Instrument only to facilitate, grant and convey the instrument to the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; (c) is not liable to pay the sums

11. Borrower Not Responsible; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument shall not be a waiver of or preclude the Lender from exercising any right or remedy shall not be a waiver of or preclude the successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the Lender from exercising any right or remedy shall not be a waiver of or preclude the successor in interest.

unless less 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 payments.

If the Property is damaged by Bonfire, or if it, after notice by Letter to Bonfire, fails to make any reasonable attempt to repair the damage, Bonfire will be entitled to sue for the full value of the damage.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assinged and shall be paid to [redacted]

But now we're not at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

obtain coverage substandardly 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 estimate mortgage insurer approved by Lender. If substandardly 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 whom the insurance coverage has ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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 exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other 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

Initials 

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My Commission Expires:

Given under my hand and official seal, this 8th day of September, 1995
Signed and delivered the said instrument as HEREFREE 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 SHE
personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, *John Doe*
County of *McHenry*
I, *John Doe*, a Notary Public in and for said County and State do hereby certify
that DEBORAH K. ERICK, DIVORCED NOT REMARRIED
, a Notary Public in and for said County and State do hereby certify

Borrower _____ Of _____
(Seal)

BOTPOWER

(Seal)

BOTOWER

(Seal)

1

DEBORAH K. ESRIG
-Bommer
(Seal)

— 179

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

<input type="checkbox"/> 1A Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Ride Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]
<input checked="" type="checkbox"/> Advertiser Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Grandchild Rider	<input type="checkbox"/> Balloons Rider	<input type="checkbox"/> V.A. Rider	

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall supersede and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. **Warder or Homested.** Bottower waives all right of homestead exemption in the Property.

21. In addition, [REDACTED] may be limited to, reasonable attorney's fees and costs of due diligence.

22. Recipient. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

secured by the Security Committee without further demand and may require the remedies provided in this paragraph.

non-existence of a deficit or any other degree of Borrower's acceleration and foreclosure. If the default is not cured on

concerned by this Security Instrument, for the benefit of the persons mentioned in the Schedule, and the right to assert in the proper case, the rights and interests of the persons mentioned in the Schedule.

(c) a debt, and less than 36 days from whom the notice is given to borrowee, by which the default must be cured; and

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

Loan #: ESRIG

THIS BALLOON RIDER is made this 8th day of September, 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

SECURITY FEDERAL BANK, A F.S.B.

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

1565 DENNISON ROAD
HOFFMAN ESTATES, ILLINOIS 60195
[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 October 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, to 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

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument

Form 3180 12/89

100-8728 (8304)

VMP MORTGAGE FORMS (213)293-8100 • (800)523-7291

Page 1 of 2

100-8728 (8304)
VMP MORTGAGE FORMS (213)293-8100 • (800)523-7291
Page 1 of 2



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Digitized by srujanika@gmail.com

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(1926) _____

第10章

(cont'd.)

•bottomer

DEBORAH A. BURNS

1400

• 37 •

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this balloon

The Note Holder shall notify me as soon as possible after the date of the Maternity Date and advise me of the principal, accrued, unpaid interest, and all other sums I am expected to owe on the Maternity Date. The Notes 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 paymaster record information, together with the name, title and address of the person responsible for exercising the Note Holder's right 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 Maternity Date. The Note Holder will calculate the fixed New Rate based upon the Federal National Mortgage Association's applicable published rate and yield in effect on the day notification is received by the Note Holder and as calculated in Section 3 above. I will then pay 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and (or) entry lien status. Before the Maternity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, the 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 \$250.00 processing fee, the costs associated with updating the title insurance policy, if any.

3. DECISIONS & THE CONVENTIONAL FINANCING 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 due 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 Rate plus (d) a New Note Rate in equal monthly payments. The result of this calculation will be the amount of the New Note Rate as determined every month until the New Note is fully paid.

A. 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 "New Note Rate"). The required one-eighth of one percentage point (0.125%) (the "New Note Rate", rounded to the nearest one-eighth of one percentage point (0.125%)) will be the applicable rate of interest on the date and time of day required but yield is not available, the Note Holder will determine the New Note Rate by using comparable instruments.