

UNOFFICIAL COPY

95661573



RECORD AND RETURN TO:
CENTURION FINANCIAL
GROUP, INC.
102 WILMOT ROAD-SUITE 390
DEERFIELD, ILLINOIS 60015-5113

DEPT-01 RECORDING \$65.50
T20001 TRAN 9950 09/29/95 11:14:00
44930 + JMH 4-95-661573
COOK COUNTY RECORDER

TITLE INSURANCE

Prepared by:
NATALIE A. MICALETTI
DEERFIELD, IL 60015-5113

95661573

SC 381774
897042

[Space Above This Line For Recording Data]

MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 22, 1995. The mortgagor is
WILLIAM FOWLER, III
AND JUSTINE M. HEDLUND, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
CENTURION FINANCIAL GROUP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 102 WILMOT ROAD-SUITE 390
DEERFIELD, ILLINOIS 60015-5113 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 125,000.00).

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, 2000. 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 21 IN BLOCK 4 IN WEST KENILWORTH, A SUBDIVISION IN THE SOUTHWEST
1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-28-210-013

which has the address of 531 MELROSE, KENILWORTH
Illinois 60043

Street, City .

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

Zip Code ("Property Address");

INSTRUMENT Form 3014 9/90

Amended 6/91

VMP-6R(1) 104081

VMP MORTGAGE FORMS - (800)621-7281

Page 1 of 6

Initials: WRF
JMH

DPS 1089

95661573

UNOFFICIAL COPY

۱۷۸

DPS 1091

Form 3

१०२०८५

184081

Borrower shall promptly discharge any Lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the obligation secured by the Lien in a manner acceptable to Lender; (b) consents in good faith the Lien is enforceable against Borrower notwithstanding the holder of the Lien is not a party to this Agreement; or (c) secures from the holder of the Lien an agreement satisfactory to Lender subordinating the Lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may alienate priority over

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

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lemder shall promptly refund to Borrower any Funds held by Lemder for the benefit of the Property, less a credit against the sums secured by the Property.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder to pay the Escrow items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months from Lennder's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution) 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, unusually insuring the escrow account, or verifying the Escrow items, unless Lender pays to recover 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 used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall pay Borrower any interest or earnings of the Funds borrowed and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

2. Funds for Taxes and Insurance, 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally chartered mortgage loan may require for Borrower's escrow 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 another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future expenses or otherwise in accordance with applicable law.

principal of und interest on the debt evidenced by the Note will be prepayable and late charges due under the Note.

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

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

FIGURE THREE WITHIN THE UNIFORMED ELEMENTS TWO OF THE ELEMENTS SELECTED ON THE PROPERTY, AND IN ELEMENTS, APPURTENANCES, AND 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".

UNOFFICIAL COPY

897142

in 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

9561523

UNOFFICIAL COPY

HWF

Initials: WRF
DPS 1092

Form 3014 9/90

Digitized by srujanika@gmail.com

Digitized by srujanika@gmail.com

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. **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 exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded the charge to the permitted limits will be refunded to Lender.

12. Successors and Assignees 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 but does not execute the Note: (a) is co-signing this Security Instrument only to witness, print and convey that Borrower's interest in the Property under the terms of this Security Instrument or (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgo or make any accommodation with respect to the terms of this Security Instrument or the Note without Borrower's consent.

11. Borrower Not Responsible For Release; Lender Not Responsible For Extension of Time for Payment or Modification of Agreement.
Notwithstanding the failure of the Successors in Interest to timely pay the principal amount due under this Note, the Borrower shall remain obligated to pay the principal amount due under this Note and to pay interest thereon at the rate set forth above until paid in full. The Borrower shall remain liable for all obligations under this Note until paid in full.

Notwithstanding, unless Borrower fails to timely pay interest or fees in accordance with the terms of the Note, the Note shall bear interest at a rate of 12% per annum, and if the principal amount of the Note is not paid when due, Borrower shall pay interest at a rate of 18% per annum, until the Note is paid in full. The Note is payable in full on the earlier of (i) the date when the principal amount of the Note is paid in full, (ii) the date when the Note is terminated in accordance with the terms of the Note, or (iii) the date when the Note is converted into shares of common stock of the Company in accordance with the terms of the Note. The Note is payable in full on the earlier of (i) the date when the principal amount of the Note is paid in full, (ii) the date when the Note is terminated in accordance with the terms of the Note, or (iii) the date when the Note is converted into shares of common stock of the Company in accordance with the terms of the Note.

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, the Property in which the market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, Security instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by 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 before the taking.

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property; Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

amount coverage subsantially 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 ultimate mortgage insurer approved by Lender. If subsantially 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 is passed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender receives) provided by an insurer approved by Lender, affords substantially the same protection as the original mortgage insurance.

UNOFFICIAL COPY

997042

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

DPS 1093

UNOFFICIAL COPY

DPS 1094

Form 3014 9/90

Page 6 of 6

WMP-6R(L)194081

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/28/98

JULIE A. BAKER Notary Public
"OFFICIAL SEAL" *JULIE A. BAKER*

Given under my hand and delivered this *22nd* day of *September*, 19*95*.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *The* personally known to me to be the same person(s) whose name(s)

My Commission Expires:

that WILLIAM FOWLER, III AND JUSTINE M. HEDLUND, HUSBAND AND WIFE
I, *JULIE A. BAKER*, a Notary Public in and for said county and state do hereby certify
County ss:

STATE OF ILLINOIS, COOK
-Borrower
(Seal)

-Borrower
(Seal)

JUSTINE M. HEDLUND
Justine M. Hedlund
-Borrower
(Seal)

-Borrower
(Seal)

WITNESSES:
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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security 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 boxes(es):
- | | | |
|--|---|---|
| <input type="checkbox"/> Admitted Payment Rider | <input type="checkbox"/> Grandmodium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Grandmited Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Biweekly Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Biweekly Rider | <input type="checkbox"/> Rate Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Other(s) [Specify] | | |

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recondition costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
27. Inclusion, but not limited to, reasonable attorney fees and costs of title evidence.

28. Breach. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
proceeding. Lender, at its option, may require immediate payment in full of all sums
or before the date specified in the notice, Lender, to accelerate 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
before the date specified after acceleration and the right to assert in the foreclosure proceeding the
non-existence of a default or any other defense by judicial proceeding and sale of the Property. The notice shall further
specify the date of the notice, the date of acceleration and the date of the sale of the Property. The notice shall further
specify the date of the notice, the date of acceleration and the date of the sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(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
applicable law provides otherwise). The notice shall specify: (a) the date required to cure the default;

UNOFFICIAL COPY

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

897042

THIS BALLOON RIDER is made this 22ND 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
**CENTURION FINANCIAL
GROUP, INC.**

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

531 MELROSE, KENILWORTH, ILLINOIS 60043

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 1, 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 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
Amended 3/92

VMP-875 193041.01

VMP MORTGAGE FORMS - (800)621-7291

Page 1 of 2

Initials: *WRF*
JUL

DPS 309

95661523

UNOFFICIAL COPY

95664573

SEEZ SEEZ

Form 3180 (12/89)

Digitized by srujanika@gmail.com

104000 578-~~200~~

(Sign Original Only)

Borrower
(BAS) -

-Bartow -
(was) -

Borrower —
(hus) —

(pas) —

DUSKINE M. HEDLUND

WILLIAM POWELL, III

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

5. EXERCISING THE CONDITIONAL REINFORCING OPTION

Provided the New Note Rate is calculated in Section 3 above is not greater than 3 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 a new principal and interest 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 "New Note Rate"). The required net yield shall be the greater one-eighth of one percentage point (0.125%) (the "New Note Rate"), if the Note Holder receives notice of my election to exercise the Conditional Refinancing Option.