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95829753

HTC

DEPT-01 RECORDING \$35.50
T80011 TRAN 9179 11/30/95 14151100
\$0841 + JW # - 95 - 829753
COOK COUNTY RECORDER

Prepared by: PAUL NOCON
RECORD AND RETURN TO:
RAVENSWOOD MORTGAGE CORP.
3139 N. LINCOLN AVENUE, #210
CHICAGO, ILLINOIS 60651

MORTGAGE

Loan No. 95-0024190-7

35⁵⁰
35^v

THIS MORTGAGE ("Security Instrument") is given on November 17, 1995
JEANNE M. KENSIK and JAMES D. KENSIK, WIFE AND HUSBAND

(*Borrower"). This Security Instrument is given to
RAVENSWOOD MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 3139 N. LINCOLN AVENUE, #210, CHICAGO, ILLINOIS 60657
(*Lender"). Borrower owes Lender the principal sum of
Two Hundred Two Thousand and no/100-----

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 December 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 18 IN BLOCK 38 IN FORD'S SUBDIVISION OF BLOCKS 27, 28, 37, AND 38 IN THE
SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4
THEREOF), IN COOK COUNTY, ILLINOIS.

14-19-411-003-COCC

which has the address of

1845 W. CORNELIA AVENUE

CHICAGO

[Street, City].

Illinois 60657

(Zip Code) ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

(FHLMC) 106021



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Borrower shall) necessarily discharge any lien which has priority over this Security Instrument until a Borrower: (a) agrees to write up to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) complies in good faith with the terms and conditions of the lien or (c) secures from the holder of the lien an assignment satisfactory to Lender upon defaulting the lien to enforcement of the lien; or (d) Lender determines that any part of the Property is subject to a lien which may attach over the Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

third, to interpret due *routin*, to *principial* due, and last, to any late charge due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayments due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums secured by this security instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 21, Lender shall acquire or sell the Property, lessors, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower deficit to the Funds held by Lennder as provided in this section, unless otherwise specified in the Agreement.

¹¹ Rymeren of Principea and Mirela, *Trajagymnium and Late Chirags*, Botowei, *Iranian Peacings*, p. 97, which also indicates that debt evidenced by the Note and any prepayment and late charges due under the Note.

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage; if such seizure is not now in existence, to cause it to be created in the manner provided by law.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, partitions, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Agreement.

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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, those 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 premium required to

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14. 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 inlander. 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 intent of or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then: (e) any such loan charge shall be reduced by the amount necessary to reduce the charge loan to the permitted limits, but: (f) any amount already collected from Borrower which exceeded permitted limits will be reduced to the permitted limits and (g) any amount already collected from Borrower which exceeded permitted limits will be reduced to the permitted limits.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signer. 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 Section 17. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Agreement but does not execute the Note: (a) is co-signing this Security Instrument only to record; (b) is not personally obligated to pay the amounts borrowed; (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or terminate or renew this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to pay the amounts secured by this Security Instrument.

11. Borrower Not Release; Forklifts and Tools; A. However, Extension of the time for payment of modification of amortization of the summa secured by this Security Instrument shall be in proportion to the amount paid up to the date of the modification, provided that the original Borrower shall not be liable to pay the summa secured by this Security Instrument if the original Borrower has not yet received payment of the summa secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the successor in interest.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
exceed the date of the finality payment referred to in paragraphs 1 and 2 or charge the amount of such payment.

If the Property is abandoned by Borrower, or if, after notice by 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 amount

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by this Security Instrument, whether or not there due, within any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property before the taking is equal to or greater than the amount of the sums accrued by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums accrued by this Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the amounts of the proceeds multiplied by the following factors:

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

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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 those 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

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NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/10/99
DIANE J REICH

"OFFICIAL SEAL"

My Commission Expires:

Given under my hand and official seal, this 17th day of November 1995
Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
'Personally known to me to be the same person(s) whose name(s)

that JEANNE M. KENSIK and JAMES D. KENSIK, WIFE AND HUSBAND
I, *Diane Reich*, Notary Public in and for said County and State do hereby certify
that JEANNE M. KENSIK and JAMES D. KENSIK, WIFE AND HUSBAND
of County, IL
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witnesses:

in any instrument(s) executed by Borrower and recorded, with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- Check applicable box(es):
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.
- Adjustable Rate Rider Fixed Rate Rider Biweekly Payment Rider
 Condominium Rider Planed Unit Development Rider Rate Improvement Rider
 1-4 Family Rider Second Home Rider Other(s) (specify)

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

Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument.
21. Indulging. 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 before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existent or a default by any other debtor of Borrower to accelerate and foreclose. If the default is not cured on demand of the holder to remediate after acceleration and the right to assert in the foreclosure proceeding further secured by this Security Instrument, recordable by judicial proceeding and sale of the Property. The notice shall fall further than 30 days from the date the default 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 sum
- (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
- (b) the action required to cure the default shall specify: (a) the date the default is given to Borrower, by which the default must be cured; and
- applicable law provides otherwise. The notice shall specify: (a) the date the default is given to Borrower, by which the default must be cured; and

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BALLOON RIDER Loan # : 95-0024190 (CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 17th day of November, 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 RAVENSWOOD MORTGAGE CORP.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

1845 W. CORNELIA AVENUE, CHICAGO, ILLINOIS 60657

[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 MODIFICATION AND EXTENSION OF LOAN TERMS

At the Maturity Date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to December 1st, 2025, (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

MULTI STATE BALLOON RIDER (MODIFICATION AND EXTENSION) - Single Family - Freddie Mac UNIFORM INSTRUMENT

000-877B 102001

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Form 3190 (10/90)

VMP MORTGAGE FORMS - (313)293-8100 - (800)621-7291



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Form 3190 (10/90)

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877B192081

(Sign Original Only)

Borrower
(Seal)Borrower
(Seal)JAMES D. KENSTICK
Borrower
(Seal)JERANNE M. KENSTICK
Borrower
(Seal)

Ballroom Rider.

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

to the cost of updating the title insurance policy.

costs associated with the exercise of the Conditional Modification and Extension Option, including but not limited and Note Maturity Date extension. I understand the Note Holder will charge me \$250.00 processing fee and the and place at which I must appear to sign any documents required to complete the required Note Rate modification will advise me of the new interest rate (the Modified Note Rate), how monthly payment amount and a date, time of my required ownership, occupancy and property lien status. Before the Note Holder with acceptable proof calculated in Section 3 above, I will then have 30 calendar days to provide the Note Holder and as required net yield in effect on the date and time of day, total duration is received by the Note Holder and the fixed Modified Note Rate based upon the Federal Home Loan Mortgage Corporation's applicable published calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate exercise the Conditional Modification and Extension Option by notifying the Note Holder no earlier than 60 exercise the Conditional Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option. The Note Holder shall notify in order to; together with the name, title and address of the person representing the Note Holder that I must notify in writing the conditions in Section 2 above are met. The Note Holder will provide my payment record information, if the Note Holder also will advise me that I may exercise the Conditional Modification and Extension Option Date. The Note Holder will also advise me that I may exercise the Conditional Modification and Extension Option Date of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise

3. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

will be the new amount of my principal and interest payment until the Note is fully paid. The remaining principal term at the Modified Note Rate in equal monthly payments. The result of this calculation Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), cover secured for unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the (b) secured for unpaid interest, plus (a) the unpaid principal, plus determining the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the Note Rate by using comparable information.

If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option, "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of computation, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the computation, plus one-half of one percent (0.5%), rounded to a 60-day mandatory delivery Gorporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option, "Modified Note Rate"), plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the computation, plus one-half of one percent (0.5%), rounded to a 60-day mandatory delivery

3. CALCULATING THE MODIFIED NOTE RATE

4. CALCULATING THE NEW PAYMENT AMOUNT