

# UNOFFICIAL COPY



*Prepared by*  
AMERICA'S ADVANTAGE MORTGAGE INC.  
8951 W. 151ST STREET  
*Orland Park IL 60462*

DEBT-01 \$33,50  
15999 TIRN 7626 04/06/98 10:17:00  
\$8933 + 1014 X -- 95 - 222602  
COOK COUNTY RECORDER

95229602

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 31, 1998 . The mortgagor is

H R  
MICHAEL PETERS AND DOLORES PETERS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to AMERICA'S ADVANTAGE MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 8951 W. 151ST STREET ORLAND PARK, IL 60462

("Lender"). Borrower owes Lender the principal sum of

One Hundred Eighty Thousand and No/100 -----

Dollars (U.S. \$ 180,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2007 . 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 340 IN ORLAND GOLF VIEW UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

514263297802  
MORTGAGE FORMS  
VMP MORTGAGE FORMS - (800)521-7291

PRN. 27-14-215-015

which has the address of 8023 W. WHEELER DRIVE  
Illinois 60462

ORLAND PARK  
[Zip Code] ("Property Address");

[Street, City],

ILLINOIS -Single Family - FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
-89(IL) 19403 Amended 5/91  
VMP MORTGAGE FORMS - (800)521-7291



3350UR

# UNOFFICIAL COPY

Form 301a 9/90  
Page 2 of 8

Form 301a 9/90  
Page 2 of 8

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to do the payee of the payment of the principal amount secured by the lien in the manner acceptable to Lender; (b) consents in good faith to prepay the principal amount of the lien, or (c) succeeds from the holder of the lien in an agreement satisfactory to Lender's opinion to pay the principal amount of the lien to the payee of the payment of the principal amount secured by the lien.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Security Instrument.

If the Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this property held by Lender, Lender shall apply the Funds held by Lender to the acquisition or sale of the property held by Lender.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for amounts paid in full of all sums secured by this Security Instrument, Lender shall pay the Funds

most fully payable, as Lender's sole discretion.

If the Funds held by Lender to pay the Escrow Lien when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay not sufficient to pay the Escrow Lien the requirements of applicable law. If the amount of the Funds held by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for amounts paid in full of all sums secured by this Security Instrument.

The Funds are pledged as additional security for all sums secured by this Security Instrument made. The Funds are shown by debits to the Funds and the purpose for which each debit to the Funds was

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an equity in connection with this loan, unless applicable law for an independent real estate tax reporting service used by

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

Lender, if Lender is such an institution) or in my Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including otherwise in accordance with applicable law.

equitable title of Funds due or the basis of current data and reasonable estimates of expenditures of future Escrow Items or amounts, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may

recommended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds sets a lower limit may be held by Lender's account under the Federal Retail Sales Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

any); (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if or ground rents on the property, if any; and (e) any sums payable by Borrower to Lender, in accordance with the and assessments which may attain priority over this Security Instrument as a lien on the property; (b) yearly leasehold payments 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

2. Funds for Taxes and Insurance. Subject to applicable law and late charges due under the Note.

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

1. Payment of Principal and Interest; Prepayments. Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited grant and convey the title to the property is unencumbered, except for encumbrances of record. Borrower waives and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, All of the foregoing is referred to in this Security Instrument as the "Property".

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and

# UNOFFICIAL COPY

**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 payment 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

# UNOFFICIAL COPY

Page 4 of 6

Form 301A (94-0)

be severable.

15. **Consequential Damages.** Lender shall be liable for consequential damages resulting from the breach of any provision of this Note or this Security Instrument. To the extent permitted by law, such damages shall not affect other provisions of this Note or this Security Instrument or the Note which can be given effect without the consequential provision. To the extent that any provision of this Note or this Security Instrument and the Note are declared to be ineffective in whole or in part, such provision shall not affect any other provision of this Note or this Security Instrument or the Note which can be given effect without the consequential provision.

16. **Liens.** Lender shall have the right to file a mechanics' lien on any property which is the subject of this Note or this Security Instrument if the same is not paid when due.

17. **Notices.** Any notice to Borrower provided for in this Note or this Security Instrument shall be given by delivery in writing to the address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Note or this Security

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

18. **Waiver of Notice.** Any other notice by Lender to Borrower or Lender's attorney or agent shall not affect the validity of any notice given to Borrower or Lender under this Note.

19. **Waiver of Trial by Jury.** Lender and Borrower hereby waive their right to trial by jury in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

20. **Waiver of Statute of Limitations.** Lender and Borrower hereby waive any statute of limitations which may be applicable to any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

21. **Waiver of Right to Set Off.** Lender and Borrower hereby waive any right to set off any amounts due under this Note or this Security Instrument against any amounts due under any other agreement between them.

22. **Waiver of Right to Substitution.** Lender and Borrower hereby waive any right to substitute any other person or persons in the place of any party to this Note or this Security Instrument.

23. **Waiver of Right to Specific Performance.** Lender and Borrower hereby waive any right to specific performance of any provision of this Note or this Security Instrument.

24. **Waiver of Right to Recovery of Attorneys' Fees.** Lender and Borrower hereby waive any right to recover attorneys' fees in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

25. **Waiver of Right to Recovery of Costs.** Lender and Borrower hereby waive any right to recover costs in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

26. **Waiver of Right to Recovery of Expenses.** Lender and Borrower hereby waive any right to recover expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

27. **Waiver of Right to Recovery of Interest.** Lender and Borrower hereby waive any right to recover interest on any amount due under this Note or this Security Instrument.

28. **Waiver of Right to Recovery of Premium.** Lender and Borrower hereby waive any right to recover premium paid on any insurance policy issued by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

29. **Waiver of Right to Recovery of Legal Expenses.** Lender and Borrower hereby waive any right to recover legal expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

30. **Waiver of Right to Recovery of Other Expenses.** Lender and Borrower hereby waive any right to recover other expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

31. **Waiver of Right to Recovery of Attorney's Fees.** Lender and Borrower hereby waive any right to recover attorney's fees in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

32. **Waiver of Right to Recovery of Costs.** Lender and Borrower hereby waive any right to recover costs in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

33. **Waiver of Right to Recovery of Expenses.** Lender and Borrower hereby waive any right to recover expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

34. **Waiver of Right to Recovery of Premium.** Lender and Borrower hereby waive any right to recover premium paid on any insurance policy issued by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

35. **Waiver of Right to Recovery of Legal Expenses.** Lender and Borrower hereby waive any right to recover legal expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

36. **Waiver of Right to Recovery of Other Expenses.** Lender and Borrower hereby waive any right to recover other expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

37. **Waiver of Right to Recovery of Attorney's Fees.** Lender and Borrower hereby waive any right to recover attorney's fees in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

38. **Waiver of Right to Recovery of Costs.** Lender and Borrower hereby waive any right to recover costs in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

39. **Waiver of Right to Recovery of Expenses.** Lender and Borrower hereby waive any right to recover expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

40. **Waiver of Right to Recovery of Premium.** Lender and Borrower hereby waive any right to recover premium paid on any insurance policy issued by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

41. **Waiver of Right to Recovery of Legal Expenses.** Lender and Borrower hereby waive any right to recover legal expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

42. **Waiver of Right to Recovery of Other Expenses.** Lender and Borrower hereby waive any right to recover other expenses in any action or proceeding brought by either party against the other for any claim arising out of or relating to this Note or this Security Instrument or any agreement, instrument or document executed in connection therewith.

# UNOFFICIAL COPY

Form 8014-Q99  
Page 5 of 6  
www.BPLJ.GOV

16. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security instrument.

17. Transfer of the Property or 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.

18. Borrower's Right to Remedies. If this Security instrument violates any provision of law or is unenforceable, Lender shall have the right to demand that Borrower pay all sums due under this Security instrument, if Borrower fails to do so within ten days after notice of the violation or non-enforceability is given. Lender may also invoke any other remedy available to Lender by law.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the entity holding the Note or in the Note of Note or in the Note of Note (together with this Security instrument).

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances of any kind or character without notice of any violations of any environmental laws and regulations or rules or ordinances adopted by appropriate government agencies or regulatory agencies under the Environmental Law. The proceeds of any such release shall be used to repair damage caused by the release.

Borrower shall promptly give Lender written notice of any violations of any environmental laws and regulations or rules or ordinances adopted by appropriate government agencies or regulatory agencies under the Environmental Law, and to make necessary repairs in accordance with Environmental Law.

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that regulate hazardous substances, volatile solvents, industrial contaminating substances or contaminants, and radioactive materials. As used in this paragraph 20, "Environmental Law" does not include the laws of the state in which the property is located that regulate hazardous substances, volatile solvents, industrial contaminating substances or contaminants, and radioactive materials.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the action required to cure the default; (b) the date after which the default must be cured; and (c) the applicable law providing for acceleration following Borrower's breach of this Security instrument, for example by judicial proceeding or non-judicial sale by foreclosure on the date specified in the notice is given to Borrower, by which time the default must be cured; and (d) the date less than 30 days from the date of the notice is given to Borrower, by which the default must be cured.

22. Remedies. Lender shall have all rights, powers and remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of little evidence.

# UNOFFICIAL COPY

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

[Check applicable box(es)]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) (specify)

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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

Witnesses:

  
MICHAEL H. PETERS

(Seal)

-Borrower

  
DOLORES R. PETERS

(Seal)

-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS, Cook

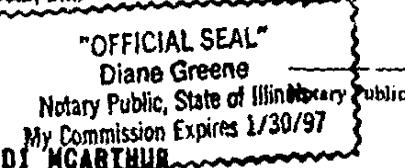
County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Michael H. Peters and Dolores R. Peters, his hand and wife

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of March 1995.

My Commission Expires:





This Instrument was prepared by: SANDI MCARTHUR  
BANC ONE MORTGAGE CORPORATION

# UNOFFICIAL COPY

LOAN #846557

## BALLOON RIDER

### (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this **31st** day of **March**, 19**95**, 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 **AMERICA'S ADVANTAGE MORTGAGE, INC.**  
**8951 W. 151ST STREET**  
**ORLAND PARK, IL 60462** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**8023 W. WHEELER DRIVE, ORLAND PARK, ILLINOIS 60462**

#### [Property Address]

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

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

#### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of **April 1st**, 20**25**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

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

#### 3. CALCULATING THE NEW NOTE RATE

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

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

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

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with updating the title insurance policy, if any.

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

  
MICHAEL R. PETERS  
H.

(Seal)  
-Borrower

  
DOLORES R. PETERS

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower  
*[Sign Original Only]*

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

00022656