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RECORD AND RETURN TO:
FIRST SECURITY MORTGAGE, INC.

1010 JORIE BOULEVARD-SUITE 324
OAK BROOK, ILLINOIS 60521

Prepared by:
JOHN MALLINCKRODT
OAK BROOK, IL, 60521

DEPT-01 RECORDING \$35.00
T#0012 TRAH 4155 05/16/95 13:22:00
\$1559 + JM *-95-320512
COOK COUNTY RECORDER

950013292

MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on **MAY 15, 1995**. The mortgagor is **LAWRENCE CIRRINCIONE** and **FRANCA CIRRINCIONE, HUSBAND AND WIFE**, whose address is **1010 JORIE BOULEVARD-SUITE 324 OAK BROOK, ILLINOIS 60521**. The mortgagor is hereinafter referred to as the "Borrower". This Security Instrument is given to **FIRST SECURITY MORTGAGE, INC.**.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **1010 JORIE BOULEVARD-SUITE 324 OAK BROOK, ILLINOIS 60521** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 175,000.00)**.

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 **JUNE 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 2 IN BLOCK 4 IN BERKLEY SQUARE UNIT 7, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 7 AND PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN** according to the plat thereof recorded August 8, 1968 as document number 20578659 in COOK COUNTY, ILLINOIS.

This instrument does not affect to whom the tax bill is to be mailed and therefore no Tax Billing Information Form is required to be recorded with this instrument.

which has the address of **201 TANGLEWOOD DRIVE, ARLINGTON HEIGHTS, Illinois 60004**

ILLINOIS Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
(M) -BRIL (84081)

NMP MORTGAGE FORMS • 18001621-7291
Page 1 of 8 Initials: *SLV*

Zip Code ("Property Address"); Amended 5/91
This instrument is subject to the provisions of the Uniform Security Act, as amended
and to the provisions of the Uniform Mortgagors and Mortgagors Act.

For further information, see the appropriate page of the Uniform Security Act or the Uniform Mortgagors and Mortgagors Act.

BOX 333-CTI

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DBS 1090

31/12/19

Form 301A 9/80 (U) (L)

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (ii) agrees in writing to the payment secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defers against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be sold or defers against enforcement of the lien in a manner acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and leasehold payments received by Lender pay 4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due, to principal due, and last, to any late charges due under the Note.

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 paragraph

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, if the amount of the Funds held by Lender is in accordance with the requirements of applicable law, Lender shall account to Borrower for the excess Funds held by Lender to the extent necessary to pay the Escrow items when due, Lender shall account to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower deficit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Lender may agree to pay the Escrow items when due, Lender shall account to the Funds, showing credit, and details to the Funds and the purpose for which without charge, in addition accounting of the Funds, however, that neither shall be paid on the Funds, Lender shall give to Borrower, Borrower and Lender may agree in writing, however, that neither shall pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, Lender shall not pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or 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 shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 260 et seq. ("FESPA"), unless another law that applies to the Funds related mortgage loan, any require for Borrower's escrow account under the Federal Real Estate Settlement Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These items are called "Escrow items," Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of mortgage insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with any yearly hazard of property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly mortgagelife insurance premiums, if any; and (f) any sums payable by Lender on the day monthly payments which may affect this Security Instrument as a lien on the Property; (h) yearly leasehold payments and assessments which may affect 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 by Lender, Borrower shall pay to the day monthly payments are due under the Note and Lender shall pay to the day monthly payments are due under the Note, if any, taxes

1. Payment of Principal and Interest: Prepayment and Late Charge: Borrower shall promptly pay, when due, the a variation by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines agreements for national use and non-national use and non-national covenants with limited 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, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

that all improvements now or hereafter erected on the property, All replications and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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

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

THIS SECURITY INSTRUMENT combines agreements for national use and non-national use and non-national covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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that all improvements now or hereafter erected on the property, All replications and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address and Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivery if or by mailing one-half year before payment of the principal amount of the Note.

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceeding the permitted limit, and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to the permitted limit, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge loan exceed the permitted limit, and (b) any such loan charges collected or to be collected in connection with the loan is finally interpreted so that the interest of other loans which sets minimum loan charges.

13. **Lawn Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without the borrower's consent.

make any arrangements secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or extend by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to pay the sums Borrower's interest in the Property under the terms of this Security Instrument; (e) is not personally liable to pay the sums instrument but does not execute the Note; (f) is co-signing this Security Instrument only to satisfy, protect and convey this instrument to the original Borrower or Borrower's successors in interest, Lender shall not be required to pay the sums Borrower's interest in the Security Instrument shall be joint and several. Any Borrower who co-signs this Security paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument.

12. **Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the continuation proceedings against any successor in the original Borrower or Borrower's of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortize of the sums secured by this Security Instrument pursuant to any successor in interest for payment of modification of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 such payments.

unless Lender or not in due, whether or not the sums are then due.

Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not in due.

(f) the Property is abandoned by Borrower, or (g) after notice to Borrower that the condemnor 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 or settle a claim for damages, Borrower otherwise in writing, any application of proceeds to principal shall not extend or

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law before the market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the fair before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair before the taking, unless Borrower and Lender otherwise agree in writing, the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (a) the total this Security Instrument, shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by 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.

whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to the amount of the sums secured by this Security Instrument.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and Borrows notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Borrower notes at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

the premises required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagelender (hereinafter) provided by Lender, if mortgage insurance coverage (in the amount and for the period that Lender may no longer be required, in the opinion of Lender, to maintain these payments as a loss reserve in lieu of mortgage insurance, losses reserved be in effect, Lender will accept, use and retain these payments by Lender, 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If cost to Borrower of the mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

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

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

otherwise provided by law). The notice shall be in writing and shall state the address of the property, the name of the property, and the amount of the unpaid principal balance due under this Security Instrument.

The notice shall be given to Borrower at least 30 days before the date of acceleration. The notice may be given by certified mail, return receipt requested, or by personal delivery to Borrower at the address set forth in paragraph 16, or by telephone or facsimile transmission to the address set forth in paragraph 16, or by electronic mail to the address set forth in paragraph 16, or by any other method of delivery acceptable to Lender.

WMA-BR(IL) 10408
Page 8 of 8 (106 pages) (p) Form 3014 9/90 (g) Initials *[Signature]*

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Form 3014 9/90 DPS 1094

My Commission Expires:
07/31/2008

Notary Public
State of Florida
Commission No. 27-1985
Notary Public
State of Florida
Commission No. 27-1985

Given under my hand and affidavit seal, this 15th day of May, 1995.

Signed and delivered to the foregoing instrument, appraised before me this day in person, and acknowledged that THIRY PERSONALLY known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, for the uses and purposes therein set forth.

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS
LAWRENCE CIRRINGIONE AND FRANCA CIRRINGIONE AND WIFE
A Notary Public in and for said county and state do hereby certify
(County ss):

-Borrower
(Seal) _____

FRANCA CIRRINGIONE
LAWRENCE CIRRINGIONE
-Borrower
(Seal) _____

LAWRENCE CIRRINGIONE
FRANCA CIRRINGIONE
-Borrower
(Seal) _____

WITNESS:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
to 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 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] _____
 Adjustable Rate Rider
 Condominium Rider
 Family Rider
 Biweekly Payment Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify] _____
 V.A. Rider
 balloon Payment Rider

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 secured by this Security Instrument, Lender shall release this Security Instrument
provided, however, that no right to re-suspending title to the property, fees and costs of title evidence.

21. Indemnity. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Interest 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
secured by the date specified in the notice. Lender, in its opinion, may require immediate payment if the default is not cured on
or before the date specified in the notice to accelerate and foreclose. If the default is not cured on
or before the date specified in the notice to accelerate and foreclose, Lender may sue for the amount due and
inform Borrower of its right to repossess after acceleration by judgment proceeding and sale of the property. The notice shall further
secured by this Security Interest, for credit proceedings by judicial proceeding and sale of the property. The notice shall further
(c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
secured by this Security Interest, for credit proceedings by judicial proceeding and 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
secured by this Security Interest, for credit proceedings by judicial proceeding and sale of the property. The notice shall further
(e) 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 default; (b) the action required to cure the default;

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

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THIS BALLOON RIDER is made this **15TH** day of **MAY**, 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 **FIRST SECURITY MORTGAGE, INC.**

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

201 TANGLEWOOD DRIVE, ARLINGTON HEIGHTS, ILLINOIS 60004

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 **JUNE 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 the applicable margin set forth in the Note.

MULTISTATE BALLOON RIDER Single Family - Fannie Mae Uniform Instrument

Form 3180 12/89
Amended 3/92

VMP-875 (93041.01)

VMP MORTGAGE FORMS - 10001621-7201

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Initials: *ZC*

DPS 309

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DPS 2135

Page 2 of 2

Form 3180 (12/89)

LAWP-875 (8304101)

[Sign Original Only]

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

FRENCH CIRRINCIONE

LAWRENCE CIRRINCIONE

-Borrower

(Seal)

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

et al., and any reasonable third-party costs, such as document/drafting stamps, mailing/tax, survey, recording fees, the Note Holder will charge me a \$250.00 processing fee and the costs associated with updating the title policy, if the Note Holder will appear to sign any documents required to complete the required refinancing. I understand place in which I must appear to sign the New Note Date), new monthly payment amount and a date, time and will advise me of the new interest rate (the New Note Date). Before the Maturity Date the Note Holder proof of my required ownership, occupancy and property lien status. Before the Note Holder will acceptable as calculated in Section 3 above, I will then have 30 calendar days to provide the Note Holder with published required net yield in effect on the date and time of day notification is received by the Note Holder and will calculate the fixed Note Rate based upon the Federal National Mortgage Association's applicable Option by notifying the Note Holder 45 calendar days prior to the Maturity Date. The Note Holder Refinancing Option, if I meet the conditions of Section 2 above, I may exercise the Condition Refinancing title and address of the person executing the Note Holder that I must notify in order to exercise the Condition, Section 2 above are met. The Note Holder will provide my payment record information, together with the name, Note Holder also will advise me that I may exercise the Condition Refinancing Option if the conditions in the principal, accrued liquidated interest, and all other sums I am entitled to owe on the Maturity Date. The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the amount of my new principal and interest payment every month until the New Note is fully paid.

Term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Section 2 instant on the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) provided the Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the Note Rate and net yield is not available, the Note Holder will determine the New Note Rate by using comparable required net yield is not available, the Note Holder will determine the New Note Rate by using comparable New Note Rate). The required net yield shall be the applicable net yield in effect on the date and time of day one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the information.

4. CALCULATING THE NEW PAYMENT AMOUNT

that the Note Holder receives notice of my election to exercise the Condition Refinancing Option, if this New Note Rate, rounded to the nearest one-eighth of one percentage point (0.125%) (the one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the information.