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06 JULY 7 2010 17

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

Prepared by: SUZY MUSAREVSKI
RECORD AND RETURN TO:
SELECT MORTGAGE SERVICES, INC.
900 JORIE BOULEVARD, SUITE 240
OAK BROOK, ILLINOIS 60521

RECORDED 38.00
5-13 6.50
II 96451248

MORTGAGE

Loan No. 3519869

THIS MORTGAGE ("Security Instrument") is given on May 31, 1996 . The mortgagor is FRED W. OELLINEN, A BACHELOR

("Borrower"). This Security Instrument is given to
SELECT MORTGAGE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 900 JORIE BOULEVARD, SUITE 240, OAK BROOK, ILLINOIS 60521

(Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Thousand Six Hundred Fifty and no/100----- Dollars (U.S. \$ 160,650.00). 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, 2003 . 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 61 OF PLAT OF SUBDIVISION, AMBER GROVE UNIT SIX, RECORDED AS DOCUMENT NUMBER 94-759133, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 29 AND PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 06-29-407-008-0000

which has the address of

429 CARDINAL DRIVE

BARTLETT

(Street, City).

Illinois

60103

[Zip Code] ("Property Address");

ILLINOIS Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by defeats enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines 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.

lurred, to interest due; fourth, to principal due; and last, to any late charges 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 prepayment charges 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. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sum secured by

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leader at any time is not sufficient to pay the Escrow Items when due, Leader may so notify Lender in writing, and, in such case Borrower shall pay to Leader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

Without charge, an annual accounting of the funds, showing all additions and decreases to the funds and disbursements for all items secured by this Security Instrument.

used by Leander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Leander shall not be required to pay Borrower any interest or earnings on the Funds.

(including Lender), if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding the Funds, annuallyanalyzing the escrow account, or even if the Escrow Items, unless Lender pays its interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity.

1974 as demanded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount set under my estimate the amount, if funds due on the basis of current and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

If any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, are called due, collect and hold funds in an amount not to exceed the maximum amount available under the Federal Real Estate Settlement Procedures Act of 1974, require for Borrower's account under the federal Real Estate Settlement Procedures Act of related mortgage loans, or any sums payable by Borrower to Lender, in accordance with the terms of any note or other instrument under which Borrower has agreed to pay such amounts.

2. Funds for Taxes and Instruments, subject to applicable law or to written waiver by Lender, Borrower shall pay under Note due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

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

UNIFORM COVENANTS, BOUNDARY AND LENDER COVENANT AGREEMENTS

THIS SECURITY INFORMATION contains unique information covering uses and operational procedures which must be **CONFIDENTIAL** and **NOT DISCLOSED** to unauthorized persons.

ROKOWER COVENANT'S power is lawfully derived of the general decree, confirmed and made by the Legislature, and is limited only by such laws as shall be made in pursuance of the Constitution.

TOGETHER WITH all the improvements now or hereafter erected on the premises, appurtenances, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

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

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

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

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

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

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

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

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Initials: 

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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 by notice to Lender. Any notice to Lender shall be given by first class mail to

13. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers The conventions and agreements of this Security Instrument shall bind all successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to record, grant and convey title to the security instrument or part thereof held by the other Borrower(s); (b) is not personally liable to the holder of the Note for the obligations of Borrower under the Note; and (c) agrees that Lender and any other Borrower may agree to add, modify, forfeit or rescind by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to pay the entire principal amount of this Security Instrument or the Note without the Borrower's consent.

Secured by this Security Instrument, whether or not later due, 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.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damage, 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, either to restoration or repair of the Property or to the same.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not the same are then due, whether or not the sum 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 or greater than the amount of the sums secured by this Security instrument, "as of date" before the taking, unless Borrower and Lender otherwise agree in writing, the same secured by this Security instrument, "as of date" before the taking, unless Borrower and Lender otherwise agree in writing, the amounts secured multiplied by the amount of the proceeds reduced by the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, before the taking, unless Borrower and Lender otherwise agree in writing, is less than the amount of the sums secured immediately before the taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts secured multiplied by the amount of the proceeds reduced by the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, before the taking, unless Borrower and Lender otherwise agree in writing, the amounts secured multiplied by the amount of the proceeds reduced by the total amount of the sums secured immediately before the taking, before the taking, unless Borrower and Lender otherwise agree in writing, whether or not the same are then due.

10. Condemednation. The proceeds of any award of 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

9. Inspection: Prior to its return, my home association can inspect the equipment to see if it is in good condition.

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

obtain coverage subsequently equivalent to the mortgage previously in effect, at a cost substantially equivalent to the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance is removed by an insurer approved by Lentor under applicable law.

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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:

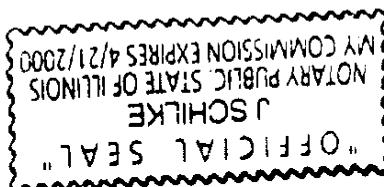
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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My Commission Expires:

GIVEN under my hand and official seal, this 31st day of May 1996
Signed and delivered the said instrument at HIS 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 HE personally known to me to be the same person(s) whose name(s)
, personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS,
I, Fred W. Oellien, a Bachelor
of Arts, County of Cook
Borrower
(Seal)

STATE OF ILLINOIS,
I, Fred W. Oellien, a Bachelor
of Arts, County of Cook
Borrower
(Seal)

STATE OF ILLINOIS,
I, Fred W. Oellien
(Seal)

Witnessed:

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

24. Rider(s) 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.

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

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.

21. Including, but not limited to, reasonable attorney fees and costs of title evidence.

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on demand Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the right to cure the default on or before the date specified in the notice, Lender, by which the default must be cured; and

(d) that failure to cure the default on or before the date given to Borrower, by which the default must be cured; and
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

- [Check applicable box(es)]
 Adjustable Rate Rider
 Condominium Rider
 Family Rider
 Graduate Payment Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Second Home Rider
 Biweekly Payment Rider
 Balloon Rider
 VA Rider

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

Loan #: 3519869

THIS BALLOON RIDER is made this 31st day of May, 1996, 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

SELECT MORTGAGE SERVICES, INC.

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

429 CARDINAL DRIVE
BARTLETT, ILLINOIS 60103
[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 1st, 2026, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

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

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument

Form 3180 12/89
Amended 3/92

LAW - 875B 103041

VMP MORTGAGE FORMS • (800)621-7211

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Initials: SLF

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Form 3180 12/69

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W-875B 33041

(Sign Original Only)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

FRED W. OELLINEN

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

If any, and any reasonable third-party costs, such as documentary stamps, intangible taxes, survey, recording fee, etc., and Note Holder will charge me \$250.00 processing fee and the costs associated with updating the title policy, the Note Holder will charge me \$250.00 processing fee and the costs associated with updating the title policy, I understand please at which I must appear to sign any documents required to complete the required refinancing. I understand will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, the Note Holder proof of my required ownership, occupancy and property lien status. Before the maturity Date the Note Holder as calculated in Section 3 above, I will then have 30 calendar days to provide the Note Holder with acceptable 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 New Note Rate based upon the Federal National Mortgage Association's applicable Option by "outyfing" the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder Refinancing Option. If I retain the conditions of Section 2 above, I may exercise the Conditional Refinancing little and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Note Holder also will advise me that I may provide my payment in full Section 2 above. The Note Holder will provide my payment record information, together with the name, 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, Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the Maturity Date, The principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date and advice me of the principal, accrued but unpaid interest, and all other sums I am expected to owe in advance of the Maturity Date and advice me of

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 amount of my new principal and interest payment every month until the New Note is fully paid. Interest on 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 that 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 Security instrument on the the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine 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.

"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 one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the

4. CALCULATING THE NEW PAYMENT AMOUNT

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Loan # 3519869

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31st day of May 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

SELECT MORTGAGE SERVICES, INC.

(the "Lender")

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

429 CARDINAL DRIVE, BARTLETT, ILLINOIS 60103
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration").

The Property is a part of a planned unit development known as

KNOLLS OF AMBER GROVE

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTIBSTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90

LMPD - 7 101081.01

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VMP MORTGAGE FORMS - (800)621-7221

96451248

Initials:

UNOFFICIAL COPY

96451248

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

FRED W. OGDEN
[Signature]

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

Interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from the Security Disbursement, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest to Borrower requesting payment.

Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Disbursement, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest to Borrower requesting payment.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them, multiplied by the Owner's Association unaccrued to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage Association, or

(v) termination of professional management and assumption of self-management of the Owner's benefit, or Lender;

(vi) any amendment to any provision of the "Constituent Documents", if the provision is for the express purpose of substantially destroying the Property or in the case of a taking by condemnation or law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or abandonment or termination of the PUD, except for abandonment or termination required by written consent, either partition or subdivision of the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums received by the Security Disbursement provided in Uniform Covenant 10.

D. Condemnation. The proceeds of any award or claim for damage, direct or consequential, payable to