

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
PRISM MORTGAGE COMPANY

A.T.G.F.  
BOX 370

96463656

500 SKOKIE BOULEVARD-SUITE 100  
NORTHBROOK, ILLINOIS 60082

Prepared by:  
CECILLE DUNCAN  
NORTHBROOK, IL 60082

DEPT-01 RECORDING \$37.00  
T#0011 TRAN 2046 06/17/96 151451:00  
\$7898.4 RV #-96-463656  
COOK COUNTY RECORDER

7810005535

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

THIS MORTGAGE ("Security Instrument") is given on MAY 31, 1996  
CAROL M. STROM, UNMARRIED PERSON  
AND NEIL W. CURRIE, UNMARRIED PERSON

("Borrower"). This Security Instrument is given to  
PRISM MORTGAGE COMPANY

96463656

which is organized and existing under the laws of THE STATE OF ILLINOIS  
and whose address is 500 SKOKIE BOULEVARD-SUITE 100

NORTHBROOK, ILLINOIS 60062 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 157,500.00 ).

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 7 IN BLOCK 8 IN NORTHBROOK MANOR AND SUBDIVISION OF THE SOUTH 1/2  
OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTHERLY 16 RODS OF  
THE EASTERLY 40 RODS THEREOF) AND THE EAST 1/2 OF THE SOUTH 1/2 OF THE  
SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE  
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

04-09-306-005

which has the address of 2529 OAK AVENUE , NORTHBROOK  
Illinois 60062 Street, City ,  
ZIP Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/00  
Amended 6/01  
(LNU-6RIL) (0802)

Street, City ,

DPS 1000

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AMC  
DMS 1999

Form 301a

g/90

Initials:

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**BORROWER** shall promptly discharge any **lien** which has priority over this Security Instrument unless Borrower in writing to the **Landlord** demands enforcement of the payment or the obligation secured by the **lien** in a manner acceptable to **Landlord**; (b) contemplates in good faith the **lien** by, or demands against enforcement of the **lien** in, legal proceedings which in the **Landlord's** opinion operate to prevent the **Landlord** from recovering to the **Landlord** any part of the **Property** held as security for a **lien** which may attach priority over this Security Instrument, if **Landlord** demands that any part of the **Property** held as security for a **lien** which may attach priority over this Security Instrument, if **Landlord** sues for recovery of the **lien** to **Landlord** under the **lien** or agreement of the **lien**; or (c) secures from the holder of the **lien** an agreement satisfactory to **Landlord** subordinating the **lien** to this Security Instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to **Landlord** evidence of the payment of the **lien** or debt, or demands against enforcement of the **lien** in, legal proceedings which in the **Landlord's** opinion operate to prevent the **Landlord** from recovering to the **Landlord** any part of the **Property** held as security for a **lien** which may attach priority over this Security Instrument unless Borrower in writing to the **Landlord** demands enforcement of the payment or the obligation secured by the **lien** in a manner acceptable to **Landlord**; (b) contemplates in good faith the **lien** by, or demands against enforcement of the **lien** in, legal proceedings which in the **Landlord's** opinion operate to prevent the **Landlord** from recovering to the **Landlord** any part of the **Property** held as security for a **lien** which may attach priority over this Security Instrument, if **Landlord** demands that any part of the **Property** held as security for a **lien** which may attach priority over this Security Instrument, if **Landlord** sues for recovery of the **lien** to **Landlord** under the **lien** or agreement of the **lien**; or (c) secures from the holder of the **lien** an agreement satisfactory to **Landlord** subordinating the **lien** to this Security Instrument.

4. **Charges**; **Lien**; **Security**. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the **Property** third, to interest due; fourth, 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 **Landlord** under paragraphs

of the **Property**, shall apply any Funds held by **Landlord** in the time of acquisition or sale as a credit; against the sums secured by **Funds** held by **Landlord**. If, under paragraph 2, **Landlord** shall acquire or sell the **Property**, **Landlord** prior to the acquisition or sale of the **Property**, shall apply the sums secured by this Security Instrument.

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

shall pay to **Landlord** the amount necessary to make up the deficiency in no more than time to pay the **Property** items when due, **Landlord** may so notify **Borrower** in writing, and, in such case **Borrower** shall pay to **Landlord** the amount necessary to pay the **Property** items of applicable law, the amount of the funds held by **Landlord** at any time the excess funds in accordance with the requirements of applicable law, to the **Landlord** prior to the **Property** items held by **Landlord** account to **Borrower**.

If the **Funds** held by **Landlord** exceed the amounts permitted to be held by applicable law, **Landlord** shall still account to **Borrower** debt to the **Funds** made. The **Funds** are pledged as additional security for all sums secured by this Security Instrument. **Landlord** may agree to the **Funds** annual accumulation of the **Funds**, showing credits and debits to the **Funds** and the purpose for which each charge, however, that interest shall be paid on the **Funds**, **Landlord** shall give to **Borrower** and **Landlord** may agree to write, unless applicable law requires interest to be paid, **Landlord** shall not be required to pay **Borrower** any interest or earnings on the **Funds**, **Landlord** in connection with this loan, unless applying the **Funds** otherwise, unless an independent real estate tax service a charge. However, **Landlord** may require **Borrower** to pay a one-time charge for an independent real estate tax service verifying the **Property** items, unless **Landlord** pays **Borrower** interest on the **Funds** and applicable law permits **Landlord** to make such **Property** items including, if **Landlord** may not charge **Borrower** for holding and applying the **Funds**, **Landlord** shall apply the **Funds** to pay the **Property** items, **Landlord** is such an institution or in any Federal Home Loan Bank, **Landlord** shall apply the **Funds** to pay the **Property** items, including, if **Landlord** is such an institution or in any **Non-Bank**, **Landlord** shall apply the **Funds** to pay the **Property** items, **Landlord** shall be held in an escrow account by a federal agency, instrumentality, or entity.

The **Funds** shall be escrowed in accordance with applicable law.

**Escrow** terms or otherwise in accordance with applicable law. **Landlord** may estimate the amount of **Funds** due on the basis of current data and reasonable estimates of expenditures of future **Landlord** may demand from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the **Funds** relates a mortgage loan act, require for **Borrower**'s escrow account under the federal Retail Estate Settlement Procedures Act of 1974 as amended from time to time, if so, **Landlord** may, at any time, collect and hold **Funds** in an amount not to exceed the lesser amount, sets a lesser amount, if any, to pay for **Borrower**'s escrow account under the federal Retail Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the **Funds** relates a mortgage loan act, any time, collect and hold **Funds** in an amount not to exceed the maximum amount a **Landlord** for a federally

**Landlord** may, at any time, collect and hold **Funds** in lieu of the payment of mortgage insurance premiums, if have terms are called "escrow items," if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by **Borrower** to **Landlord**, in accordance with or demand rents on the **Property**, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (h) yearly liability insurance premiums; and associations which may attain priority over this Security Instrument as a **lien** on the **Property**; (b) yearly escrowed premiums; (i) yearly escrowed premiums; and associations which may attain priority over the **Note**, until the **Note** is paid in full, a sum ("Funds"), for: (a) yearly escrowed premiums; **Landlord** on the day monthly payments are due under the **Note** and any under the **Note**.

2. **Funds** for Taxes and Insurance. Subject to applicable law or to a written waiver by **Landlord**, **Borrower** shall pay **Landlord** principal of and interest on this debt evidenced by the **Note** and any prepayment and late charges due under the **Note**.

1. **Payment of Prepayment and Late Charges**. **Borrower** shall promptly pay when due the **UNIFORM COVENANTS**, **Borrower** and **Landlord** covenant and agree as follows:

**UNIFORM COVENANTS**. **Borrower** and **Landlord** covenant and agree as follows:

**THIS SECURITY INSTRUMENT** contains information to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that **Borrower** is lawfully seized of the entire hereditable conveyance and has the right to mortgage,

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 replacement and additions shall also be covered by this Security, and

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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; Leasholds.** 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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13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing or by telephone and/or by mail to the address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charge, and that law is fairly interpreted so that the interest or other form of charges collected or to be collected in connection with the payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any charge to him by reducing the principal owed under this Note or by marking a direct charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be reflected in the principal balance of this Note.

make any accommodations with regard to the terms of this Security Instrument or the Note without first giving a copy of such note to the original holder.

12. Successors and Assigns; Joint and Several Liability; Covenants and Agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument.

11. Borrower Not Responsible; Forbearance By Lender Not a Waiver. Extension of the time for payment of the principal or amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest, Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest to extend the time for payment of the principal or amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower or Borrower's successors in interest, Any nonpayment by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any other right or remedy available to Lender by the original Borrower or Borrower's successors in interest.

Unless Lessee Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments shall not exceed 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 of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due.

making, unless borrowed and lending otherwise agree in writing or unless application is made otherwise provided, the proceeds shall be applied to the sums secured by this Secured Instrument whether or not the sums are then due.

market value of the property increased rapidly before the taking is less than the amount of the sum secured immediately before the

amount of the sums received immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

Security instruments before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

market value of the property immediately before the striking is equal to or greater than the amount of the sum received by this

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

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Landlord.

Borrower notice at the time of or prior to an inspection specifies 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 premium required to maintain mortality insurance in effect, or to provide a loss reserve, until the relinquishment for moratorium

payments may no longer be required, at the option of Lender, if my marginage insurance coverage (in the amount and for the period that Lender approves by an insurer approved by Lender) which becomes available and is obtained, Borrower shall pay

One-tenth of the yearly mortality insurance premium being paid by borrower when the insurance coverage is passed off to another will render the policy useless.

substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to costs to Borrower of the mortgagor insurance premium in effect, from an otherwise insurable individual or family.

obtain coverage subsandarity equilibrium to the mortgage insurance previously in effect, in a cost subsandarity equilibrium to the

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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 attorney's 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 Substances 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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Form 301A 8/00

My Committal Date  
Nancy Public, State of Illinois  
Bruce R. Hoffmann  
"OFFICIAL SBA"

My Committal Date

Given under my hand and official seal, this  
signed and delivered the said instrument in **THEIR** free and voluntary act, for the uses and purposes therin set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same to be true.  
Personally known to me to be the same Person(s) whose name(s)

MEL W. CURRIE, UNMARRIED PERSON AND  
CAROL M. STROM, UNMARRIED PERSON AND

" Nancy Public in and for said County and state do hereby certify  
County of

STATE OF ILLINOIS, BOOK #101  
" OFFICE # 11071002

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

MEL W. CURRIE

-Borrower  
(Seal)

CAROL M. STROM

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

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the contents of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
The governants and agreements of each such rider shall be incorporated into and shall amend and supplement this  
Security Instrument, the contents of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Check applicable box (e) (f)  
 Adjustable Rate Rider  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider  
 Family Rider  
 Second Home Rider  
 Other(s) [Specify]

23. Waiver of Foreclosure, Borrower waives all right of homestead exemption in the Property.  
Without notice to Borrower, Lender shall pay any recording costs.  
22. Release. Upon payment of all sums secured by this Security Interest, Lender shall release this Security Interest  
without notice to Borrower, Borrower shall pay any recording fees and costs of title evidence.  
21. Inclusion, 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 Interest by judgment  
or before the date specified in the notice. Lender, at his option, may require immediate payment in full of all sums  
now-extinctive of a default of Borrower to assert in the foreclosure proceedings. If the default is not cured on  
information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Interest, foreclosure 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  
(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 defaults; (b) the action required to cure the default;

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## RIDER - LEGAL DESCRIPTION

LOT 7 IN BLOCK 8 IN NORTHBROOK MANOR AND SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTHERLY 16 RODS OF THE EASTERLY 40 RODS THEREOF) AND THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

04-09-306-008

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Property of Cook County Clerk's Office

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## BALLOON RIDER

### (CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

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 **PRISM MORTGAGE COMPANY**

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

**2529 OAK AVENUE, NORTHBROOK, ILLINOIS 60062**

**Property Address**

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

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

#### **1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS**

At the Maturity Date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to **JUNE 1, 2026**, (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

#### **2. CONDITIONS TO OPTION**

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

**MULTISTATE BALLOON RIDER (MODIFICATION AND EXTENSION) - Single Family - Freddie Mac UNIFORM INSTRUMENT**

**MM-877B (R200)**

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Form 3100 (10/00) Rev. 12/08/04 DBB 670

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RAV 12/20/94  
DPS 4176

Form 3190 (10/90)

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LAW-877B-12001

*[Sign Original Only]*

"Borrower"

(Seal)

-Borrower

(Seal)

"Borrower"

(Seal)

-Borrower

(Seal)

CAROL M. STROM

*[Signature]*

Balloooon Rider.

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

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

## 5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

will be the new amount of my principal and interest payment every month until the Note is fully paid. the remaining accrued term of the Modified Note Rate in equal monthly payments, the result of this calculation Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over (b) received our unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the above the Modified Note Rate is calculated in Section 3 above is not greater than 5 percentage points. Provided the Modified Note Rate is calculated in Section 3 above is not greater than 5 percentage points

## 4. CALCULATING THE NEW PAYMENT AMOUNT

If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information. If I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option, day that I notify the Note Holder net yield shall be the applicable net yield in effect on this date and the of "Modified Note Rate"), the required net yield shall be the largest one-eighth of one percent (0.125%) (the commimment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%)) (the Corporation's required net yield for a 30-year fixed rate mortgage subject to a 60-day balloon delivery The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage

## 3. CALCULATING THE MODIFIED NOTE RATE