96674975

After Recording Return to: MONTGOMERY HOME TITLE OF ILLINOIS, INC. 9701 W. HIGGINS ROAD, ITE, 240 ROSEMONT, ILLINOIS 40018



R DEPT-01 RECORDING \$39.50
T40004 TRAN 5682 09/04/96 14:33:00
65412 1 1 4 76 6 74 975
COOK COUNTY RECORDER

DEPTHOLE RECORDING A STATE OF STATE OF

### MORTGAGE

THIS MORTGAGE ("Subject Instrument") is given on 08/29/96. The mortgager is LEF J. GRANT, DIVORCED AND NOT SINCE REMARRIED

This Socurity Instrument is give: to

City federal funding and mortgage corporation

which is organized and existing under the laws of the State of Maryland ("Lender").

Borrower owes Lend ir the principal sum of U.S. \$ \$54,000.00

The debt is evidenced by Borrower's Note dated the same date as this Security instrument ("Note"), which provides for monthly a syments, with the full debt, if not paid earlier, due and payable on 09/04/11. This Security Instrument so were 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 nums, with interest, and advanced under paragraph 7 to protect the security of the Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lancer the following described property located in COOK COUNTY, illinois:

### SEE EXHIBIT "A" ATTACHED HERETO AND DISORPORATED HEREIN

which has the address of 7650 S. HERMITAGE AVENUE, CHICAGO, ("Property Address");

PIN No. 20-30-416-038

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

BORROWER COVENANTS that Borrower is lawfully select 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 regord. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURE Y INSTRUMENT combines uniform covenants for national use and nun-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
  - 2. Funds for Taxes and Insurance. Bubject to applicable law or to a written waiver by Lender, Borrower shall

ILLINOIS-Sin ple Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 8/80
Amended 5/81

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pay to Lunder on the day in or thly payments are due under the Note, until the Note is paid in full, a sum (" Funds") for: (a) yearly to as and asses ments which may attain priority over this Security instrument as a lien or the Property; (b) yearly assehold payments or ground rents on the Property, if any; (c) yearly hezard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of martgage insurance premiums. These Items are called "Escrow Items." Lender may, at any time, collict and held Funds in an emount not to exceed the maximum amount a lender for a faderally related mortgage lean may re-julis for Borrowar's escrow account under the faderal Real Estate Settlement Procedures Act of 1974 as a nended from time to time, 12 U.S.C. Section 2801 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. Lender may estimate the amount of Funds due on the basis of current data and easonable astimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds and be held in in institution whose deposits are insured by a federal agency, instrumentality, or or tity (including Lander, if Londer is such an institution) or in any Federal Home Loan Bank, Lander shall apply the Funds to pay the largrow tems. Lender may not charge Borrower for holding and applying the Funds, ar nually analyzing the ordern ancount, or verifying the Excrow items, unless Lender pays Borrower interest on the Funds and applicable to w. armits Lander to make such a charge, however, Lender may require Borrower to pay a charge for an independent real estate tax reporting service used by Lender in connection with this loan; unless applicable supprovides itherwise. Unless an agreement is made or applicable law requires in erest to be paid, Lender theil not be saquired to pay Borrower any interest or earnings on the Funds. Be rrower and Lender may agrie in willing, however, that interest shall be paid on the Funds. Lender shall give to Borroyear, without charge, an annual manual manual of the Funds, showing credits and debits to the Funds and the purpose for which each diabit to the funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lentle: exceed the amounts permitted to be held by applicable law, Lender shall account to Borroyear for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the Econow Items when due, Lender may so notify Be rrower in writing, and, in such case Borrower shall play to Lender the amount necessary to make up the deficiency. Borrower shall mare up the deficiency in no more than twaive monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lander shall promptly refund to Borrower any Funds held by Lander, If, under paragraph 21, Lender shall require or sell the Property, Londer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lander at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under palagraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and lest to any late charges dua under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments of ground rents, if the any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that mariner, degrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to be paid and all notices of amounts to be paid under this paragraph. If Borrower shall provide the payment of amounts to be paid under this paragraph. Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lunder receipts evidencing the payments.

Borrovier shall promptly discharge any ilen which has priority over this Security Instrument unless Borrower: Ut (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contexts in good faith the lien by, or defends 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 Len fer subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying this item. Borrower shall satisfy the item or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 falls 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 Camagest, if the restoration or repair is economically feasible and Lander's accurity is not lessened. If the restoration or repair is not economically feasible or Lunder's escurity would be lessened, the insurance proceeds shall be property. If Borrower abandons the Property, or does not answer within 30 days a notice from Lander that the insurance currier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay sums secured by this Security Instrument, whether or recythen due. The 30-day period will begin when the notice is given.

Unless Lander and Borrower otherwise agise in writing, any application of proceeds to principal shall not extend or postpone the due dute of the morarly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 27 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from decrease to the Property prior to the acquisition shall pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 5. Occupancy, Preservation, Maintenance and Proceedings of the Property; Borrower's Loan Application; Leuseholds. Borrower shall occupy, establish, and use the Property in Borrovier's principal residence within 60 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 Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless externating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Frojerty, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in detection 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 falth 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. Corrower shall also be in default if Borrower, during the can explication process. gave materially false or inaccurate information or statements to Lander for failed to provide Lander with any muterial information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrbwer'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 few title to the Property, the leastabold and the fee title shall not merge unless Lander agrees to the merger in
- 7. Protection of Lender's Rights in the Property. If Borrower falls 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 condamnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary o 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 Lander 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

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bear interest from the date of disbursement at the Note rate and shall be psyable, with interest, upon notice from Lender to Berrower requesting payment.

- 6. Mortgage Insurance, it 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 geases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage insurance coverage insurance coverage insurance coverage insurance coverage insurance coverage insurance to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage fin the amount and for the pariod that Lender requires) provided by an insurer approved by Lender again becomes available and is abtained. Borrower shall pay the premiums required to maintain mortgage insurance in affect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any y right agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender of to open may make reasonable entries upon and inspections of the Property. Lender shall give Sorrower notice at the time of or prior to an inspection specifying reasonable nause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Languer.

In the event of a total tricing of the Property, the proceeds shall be applied to 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 or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lander other vise agree in writing, the sums required by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following tradical: (a) 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. 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 or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by (b). Security instrument whether or not the sums are than due.

if the Property is abandoned by Borrower, or if, after notice by Londer 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 is authorized to collect and apply the proceeds, at its union, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Londer and Bornower 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or namedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

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this Security instrument shall bind and benefit the 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 mortgage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agreed that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of his Security Instrument or the Note without that Borrower's consent.

- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum toan 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 limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Barrower which exceeded 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 reduced principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 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 Borrower designates by notice to Lender. Any notice to Lander shall be given by first class mail to Lender's address stated herein or any other address Lander 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 faderal 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 a privated to be governable.
- 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 Sociation. If all or any part of the Property or any interest in it is sold or transferred (or if a baneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consumt, 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 Landar exercises this option, Lendar 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 falls to pay these sums prior to the expiration of this period. Lendar may invoke any remedies permitted by this Security Instrument without further notice or domand 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) 6 days for 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 covenients or agraments; (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

Property or Coot County Clerk's Office

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 snyone 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 shell 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 Enviro montal 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 Hezardous Substance affecting the Property is recessary, 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 petroleus and burbioldes, volatile solvents, materials containing sabeatos or formaldehydu 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, Lander shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall enough: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date (in notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on the before the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date shallful in the notice, Lander at its option may require immediate payment in full of all sums 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shell release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Walver of Homestead. Borrower walves all right of homestead exemption in the Property

| 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  |
|---|
| with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and |
| shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a |
| part of this Socialty Instrument. (Check applicable box(es)):   |
| 1) Second Home Rider  |

| I. I. Adissankin Boan Bislov                           | (XX) Due on Transfer Rider        |  |
|--|-----------------------------------|--|
| Adjustable Rate Rider                                  | [ ] Condominium Rider             |  |
| [ ] Graduated Payment Rider [XX] Bailoon Payment Rider | i j Planned Unit Devalopment Ride |  |
|  | [ ] Other(s) [specify]            |  |

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91

3667.157

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| [ ] V.A. Rider  |  |  |
|---|--|--|
| [   Rate improvement Rider  | ( ) 1-4 Family Rider   |  |
| t promingrovalitors made  | [ ] Biweekly Payment Rider   |  |
| BY SIGNING BELOW, Borro<br>Instrument and in any rider(s) e   | ower accepts and agrees to the terms are xecuted by Borrower and recorded with i | d rovenents contained in this Security it.                         |
| Witnesses:  |  |  |
| And Im  | LEE E. GRANT   | hand (Seal)  |
|   |  | (Seal)   |
|   | Ox   | (Seal)   |
| ·   | Co   | (Seal)   |
| and for said county and state de<br>LEE E. GRANT<br>personally known to me to be to<br>appeared before me this day in | /29/96, before me, the subscriber, a No  | abed to the foragoing instrument                                   |
| Given under my hand and of My Commission expires:   | MOTARY PU  | PIOIAL (JEAL) ON J. IM ON STATE OF ELP JOB BON BUPIARS 6-5) (1885) |
| 202AIL  | $1 \setminus 1$  |  |

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#### **EXHIBIT A**

LEGAL DESCRIPTION OF PROPERTY

LOT 18 IN BLOCK 15 IN ENGLEFIELD, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property or Coot County Clark's Office

### BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made 08/29/96, and amends a Note in the amount of \$54,000.06 (the "Note") made by the person(a) who sign below ("Borrower") to CITY FEDERAL FUNDING AND MORTGAGE CORPORATION ("Lender") and the Mortgage, Doed of Trust or Security Deed (the "Security Instrument") dated the same date and given by Borrower to secure repayment of the Note.

in addition to the agreements and provisions made in the Note and the Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON **09/04/11** (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOGN PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Leader must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" which will be due on the Maturity Date ((as uming all scheduled payments due between the date of the notice and the Maturity Date are made on time)

| Witness In   | LEE E. CRANT  | -<br>_(Seal      |
|--|---|------------------|
|  |   | _(Sea)           |
| and the first of the first street that a security of the first street that the first street | On the Paris of Street | _(See!) <u>_</u> |
|  |   | ,Beal,           |

BALLOON RIDER

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### **DUE-ON-TRANSFER RIDER**

Notice: This rider adds a provision to the Security instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made on **08/29/96**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, fleed of Trust, or Security Deud (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

### CITY FEDERAL FUNDING AND MORTGAGE CORPORATION

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

7650 S. HERMITAGE AVENUE CHICAGO, IL 60620 (Property Address)

Amended Covenant. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further occupant and agree as follows:

## A. TRANSFER OF THIS PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security in trument is amended to read as follows:

16. Transfer of the Property or a Beneficial inforcet in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a peneficial 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 auna 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.

if Lander exercises this option, Lander shall give Borrower recipe of acceleration. The notice shall provide a period of not less than 10 days from the date the socioe is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remodus permitted by this Security Instrument without further notice or damand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverant contained in this Due-On-Transfer Rider.

Sec. E. Man. (Seal)

(Seal)

MULTISTATE DUE-GN-TRANSPER RIDER-PNMA/FHLMC UNIFORM INSTRUMENT

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