

# UNOFFICIAL COPY

RECORD AND RETURN  
JUST MORTGAGES

1088 PLUM TREE DRIVE  
CRYSTAL LAKE, ILLINOIS 60014

Prepared by:  
THOMAS LEONARD  
CRYSTAL LAKE, IL 60014

JC 333416  
960023554

(Space Above This Line For Recording Data)

96248638

## MORTGAGE

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

TITLE INSURANCE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 25, 1996**  
RICHARD A. CARLSON  
AND BONNIE J. CARLSON, HUSBAND AND WIFE  
AND CHRIS I. CARLSON, AN UNMARRIED PERSON

("Borrower"). This Security Instrument is given to  
JUST MORTGAGES

which is organized and existing under the laws of  
address is **1086 PLUM TREE DRIVE**  
**CRYSTAL LAKE, ILLINOIS 60014**

THE STATE OF ILLINOIS

, and whose

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

Dollars (U.S. \$ **80,000.00**)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 1, 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 15 BLOCK 212 HIGHLAND WEST HOFFMAN ESTATES XXIV SUBDIVISION OF EAST  
HALF SECTION 5, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL  
MERIDIAN COOK COUNTY, ILLINOIS.**

PIN. 07-05-204-015

which has the address of **1375 NOTTINGHAM LANE , HOFFMAN ESTATES**  
Illinois **60195**

Street, City .

Zip Code ("Property Address");

ILLINOIS-Single Family FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

VMP 6RHLI 0406

VMP MORTGAGE FORMS (800)621-7201

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Initials: PC

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Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach over any instrument of the lien or ( ) security from the holder of the lien in agreement with him in the Lender's opinion operate to prevent the Lender from recovering his interest in the Property by, or if defrauds any instrument of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his interest in the Property by reason of the payment of the obligation secured by the lien in a manner unacceptable to Lender (b) contains in good faith the lien writing to the payment of the obligation secured by the lien in good faith unless otherwise (c) agrees in

Borrower shall promptly discharge any lien which has priority over this Security Instrument over the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payments to the person owed payment, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and shall pay amounts of ground rents, if any, Borrower shall pay

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property which, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. **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 due under paragraph 2;

this Security Instrument.

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

upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

balance monthly payments, at Lender's sole discretion.

Upon payment in full of the excess funds in accordance with the requirements of applicable law, Lender shall give to Borrower time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any

it the Funds held by Lender exceed the amounts received by Lender to Borrower may receive to the Funds held by Lender to

debt to the Funds was made. The Funds are pledged as additional security for this Security Instrument.

unless less than necessary to make up the deficiency. Borrower shall take up the deficiency in no more than

shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

however and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

unless by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made at

any time, unless otherwise Borrower to pay, otherwise than service to the Funds and the purpose for which each

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

unless Lender may not charge Borrower for holding and applying the Funds, usually holding the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually holding the escrow account, or

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

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

Escrow items or otherwise as in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future

sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds

related mortgage loan that require Lender to pay, otherwise than service to the Funds and the purpose for which each

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

it may; (e) yearly coverage insurance premiums, it any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold premiums,

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Assessments. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

1. Payment of Principal and Interest: Prepayment and Late Charges, Borrower shall promptly pay when due the

UNIFORM COVENANTS, SECURITY INSTRUMENT, AGREEMENT AND COVENANT AND COVERAGE AS FOLLOWS:

THIS SECURITY INSTRUMENT contains mutual covenant for mutual use and non-exclusive covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

year and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

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

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

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Hoppery Address or by first class mail unless otherwise provided for in this Security Instrument shall be given by delivering it or by mailing it to the first class mail address set forth under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any payment to Lender. However, if a refund causes to make this refund by reducing the principal owed under the Note or by making a direct loan exceeded the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and this law is firmly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan is valid but does not execute the Note; (b) is not payable to pay the original Borrower only if the original Borrower's interest in the Hoppery under the terms of this Security Instrument; (c) is not pre-paid, gained and convey this instrument but does not execute the Note; (d) is co-signing this Security Instrument only to the original Borrower only if the original Borrower's interest in the Hoppery under the terms of this Security Instrument; and (e) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without this Borrower's consent.

15. Borrower's Covenants, Duties, and Severability: Co-Signer. The 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the provisions of this Security Instrument which binds and benefits the Noteholder, Borrower, and Co-Signer, shall not execute the Note without this Borrower's consent.

16. Borrower Not Released: Forbearance by Lender; Notice of Waiver. Extension of time for payment of indebtedness due to the date of the monthly payments referred to in paragraphs 1 and 2 or change in amount of such payment. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the sums secured by this Security Instrument of any right of remedy.

If the Property is abandoned by Borrower or it, after notice by Lender to Borrower that the demand 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 of the original Borrower or Lender to the sum secured by this Security Instrument, whether or not the sums due; then due.

If the Property is sold immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provides, the proceeds shall be paid to Lender in less than the amount of the Property or to the sums secured by this Security Instrument, whether or not the sums due; then due.

If the Property is taken before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise provides, the proceeds shall be paid to Lender in less than the amount of the Property or to the sums secured by this Security Instrument, whether or not the sums due; then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument until the date of payment of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and transferred to the Lender, unless Borrower and Lender otherwise agree in writing or unless otherwise provides, the proceeds shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and transferred to the Lender at the time of or prior to an inspection specially reasonable for the impact.

Borrower notice or its agent may make reasonable entries upon and inspect the Property, Lender shall give him notice in accordance with any written agreement between Borrower and Lender of applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect the Property, Lender shall give him notice in accordance with any written agreement between Borrower and Lender of applicable law.

The premises required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgage title (Lender, receiver) provided by an insurer approved by Lender, if mortgage insurance coverage (in the amount and for the period premiums may no longer be required), at the option of Lender, is a loss reserve in lieu of mortgage insurance coverage (in the amount and for the period premiums, less reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage based on coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available, from an alternate mortgage insurer approved by Lender. If substituted by equivalent mortgage insurance coverage is effective, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent 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 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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NOTARY PUBLIC STATE OF ILLINOIS  
 LESLIE A. ANDERSON  
 "OFFICIAL SEAL"  
 MY COMMISSION EXPIRES 7/19/09  
 DPS 1044

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GAR(LI) 103061

1996

MARCH

25TH

day of

free and voluntary act, for the uses and purposes herein set forth.

THEIR

signed and delivered the said instrument, appeared before me this day in person, and acknowledged that **Thay** **personally known to me to be the same person(s) whose name(s)**

My Commission Expires:

AND CHRIS I. CARLSON, AN UNMARRIED PERSON  
RICHARD A. CARLSON AND BONNIE J. CARLSON, MUSBAND AND WIFE

STATE OF ILLINOIS, COOK County ss:  
A Notary Public in and for said county and state do hereby certify

CHRIS I. CARLSON  
-Borrower  
(Seal)  
*Chris I. Carlson*

BONNIE J. CARLSON  
-Borrower  
(Seal)  
*Bonnie Carlson*

RICHARD A. CARLSON  
-Borrower  
(Seal)  
*Richard Carlson*

in my ride(s) executed by Borrower and recorded will, IL  
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and  
Witnesses:

24. Riders to the 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 riders were a part of this Security Instrument.  
({check applicable box(es)})  
 Adjustable Rate Rider  
 Condominium Rider  
 Family Rider  
 Fixed Rate Rider  
 Second Home Rider  
 balloon Rider  
 Biweekly Payment Rider  
 Standard Payment Rider  
 Escrow Rider  
 Other(s) (specify) MORTGAGE RIDER FOR COVENANT #22  
V.A. Rider  
Ballaon Rider  
Credited Payment Rider  
Planned Trust Rider  
Rate Improvement Rider  
Second Home Rider  
Balloon Rider  
Biweekly Payment Rider  
Family Rider  
Fixed Rate Rider  
Other(s) (specify) MORTGAGE RIDER FOR COVENANT #22

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
including, but not limited to, reasonable attorney fees and costs of title evidence.  
27. Non-delivery. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
proceeding, before the date specified in the notice, Lender, in its option, may require immediate payment in full of all sums  
non-exempt of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not cured on  
or before the date to remit after acceleration and the right to assert in the notice proceeding the  
foreclosure Borrower of the right to remain after acceleration and the right to assert in the foreclosure proceeding the  
severed by this Security Instrument, 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 default; (b) the action required to cure the default;

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## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

960023554

THIS BALLOON RIDER is made this 25TH day of MARCH , 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 JUST MORTGAGES

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

1375 NOTTINGHAM LANE, HOFFMAN ESTATES, ILLINOIS 60195

**Property Address**

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

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

### 1. CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of APRIL 1, 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 12/85  
Amended 3/92

VMP-875-0004-01

VMP MORTGAGE FORMS - 18001521-7201

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Initials: *CC*  
*RJC*  
*BC*

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DPS 2335

Form 3180 (12/89)

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Line 675 (1990)

*[Sign Original Only]**-Borrower**(Seal)**-Borrower**(Seal)**CHRIS J. CARLSON**Chris J. Carlson**-Borrower**(Seal)**BONNIE J. CARLSON**Bonnie J. Carlson**-Borrower**(Seal)**RICHARD A. CARLSON**Richard A. Carlson*

Kinder,  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Balloon Note.

any, and any reasonable third-party costs, such as documentary stamps, mailing/lawyer fees, recording fees, etc., the Note Holder will charge me a \$250.00 processing fee, and the costs associated with updating the title policy, if the Note Holder will appear to sign my documents referred to in complete the required closing. I understand that the Note Holder will advise me of the new yield to maturity rate (the New Yield Rate), new monthly payment schedule, new amount and date, time and proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will calculate net yield in Section 3 above, I will then have 30 calendar days to provide the Note Holder with published required rate based upon the fixed Note Rate plus the Federal National Mortgage Association's applicable yield calculation for Section 3 above, I will then have 30 calendar days to pay back by the Note Holder and will calculate the New Note Rate based upon the New Yield Rate plus the Federal National Mortgage Association's applicable yield calculation for Section 3 above, I will exercise the Maturity Date. The Note Holder option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will also exercise the Conditional Refinancing Option, if I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I will notify the Note Holder that I must notify in order to exercise the Conditional Refinancing Option, if I exercise the Conditional Refinancing Option, I will address of the person presenting the Note Holder my payment record information, together with the name, title and address of the principal up to date my payment record information, together with the name, Section 2 above are met, the Note Holder will also provide me that I may exercise the Conditional Refinancing Option if the conditions in Note Holder also will advise me that I am expected to owe on the Maturity Date. The Note Holder will unpaid interest, and all other sums I am expected to owe on the Maturity Date, The principal, accrued and ordinary net yield to the Note Holder in Section 3 above in advance of the Maturity Date and advise me of the Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the Note Holder will require me to pay monthly principal and interest every month until the New Note is fully paid.

## 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will require that I pay monthly principal and interest every month until the New Note is fully paid, the amount of my new principal and interest payment every month until the New Note is fully paid, the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the Maturity Date but unpaid interest, plus (c) all other sums I will owe under the Note and Section 2 requirement on the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) the amount of the monthly payment that will be sufficient to repay in full (b) the unpaid principal, plus (d) 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 Rate by using comparable information.

## 6. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the Note Rate and 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 Rate by using comparable information.