\$35.00 DEPT-01 RECORDING TRAN 4591 04/29/96 13:30:00 T80014 \$6524 \$ JW #-96-320145 COOK COUNTY RECORDER

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[Space Above This Line For Recording Date]

Box 238 Loan # 1011064

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 15, 1996.

The mortgagor is ANNETTE KNIGILT, DIVORCED AND NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to

JAMES F. MESSINGER & CO., INC.

, and whose address is

which is organized and existing under the lavis of Illinois

5161-67 W. 111TH STREET WORTH, IL 60482

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

(U.S. \$62,300.00). 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 ear ier, due and payable on May 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 excenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grave and convey to Lender the following described property located in COOK County, Illinois:

UNIT 10 IN SANDPIPER CONDOMINIUM NO. 1, AS DELLIEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREIN/FIER REFERRED TO AS "PCL") LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 6, INCLUSIVE, AND LOTS 21, 22 AND 23, IN BLOCK 2 IN MIDLOTHIAN FIELDS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONPOMINIUM MADE BY LANDMARK BUILDERS, INCORPORATED, A CORPORATION OF ILLINOIS, RECORDED NOVEMBER 30, 1972 AS DOCUMENT NUMBER 22142903, AS AMENDED FROM TIME TO TIME, O'DGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SOP PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITED THEREOF) AS DEPICED AND SET FORTH IN SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS, THE EXCLUSIVE RIGHT TO THE USE OF PARKING AREANUMBER 10, A LIMITED COMMON ELEMENT, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, AS DESCRIBED ABOVE, IN COOK COUNTY,

28-04-204-035-1010 PERMANENT TAX NO:

which has the address of

5003 WEST 135TH STREET, UNIT 10 CRESTWOOD, Illinois 60445

(\*Proporty Address\*):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and deniands, subject to any encumbrances of record

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

UNIFORM COVENANTS. Borrower and Lender 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. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments whic', may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums. if any; (c) yearly-mort age insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, col'ect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for do lower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 5 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items

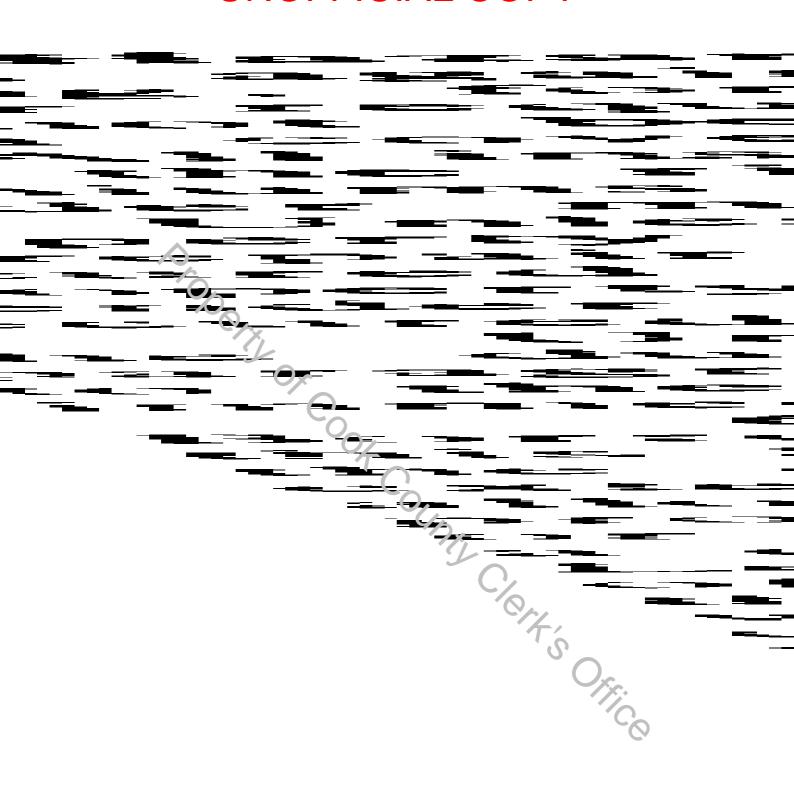
The Funds shall be held in an institution whose jeposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Fractal Home Loan Bank. Lender shall apply the Funds to pay the Escrew Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Fands. Lender shall give to Borrower, without charges an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit 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 Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the incent of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower is writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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 last, to any late charges due 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 or ground rents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Burrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests 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 Lender 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 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.



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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender sh Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection w condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assign

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instru whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the market value of the Property immediately before the taking is equal to or greater than the amount of the sams secured by Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing the sums sec by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the allount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately in the sum and the main to the sum and the main to the sum and before the taking. Any balance shall be paid to Borrower. In the event of 2 partial taking of the Property in which the market value of the Property immediately before the taking is less than the amount of the sums secured immediately before taking, unless Borrowe, and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds sl he applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is all and foned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make award or settle a claim for approces. 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 option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 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 20 rower or Borrower's successors in interest. Lender shall risk be required to operate to release up, mainty of the original environes of notiones a successor in microst. Denote summan or required of the entire contents and the exit Contents in intercer of 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 forbestance by Lender in exercising any right of temedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability, Co-signers. 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 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 mortging, 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) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this 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 lav which sets maximum loan charges. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection; with the oan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge
- o the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refinded to to the perminent man; and (0) any sums arready conserved from borrower which exceeded perminent was wire exceeded perminent and wire response to make this refind by reducing the principal owed under the Note of ty making a direct syment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's ress stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Sacurity rument 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 iaw and the law of the jurisdiction hich the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with cable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect but the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared in be
- 6. 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 more a natural and the natural and the property of the December in Borrower. is sold or transferred for it a penetrical interest in Borrower is sold or transferred and Borrower is not a mineral personal security. Security I tender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this or the date of the lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by Lender if exercise is realished by federal law as of the date of this option. The exercised by Lender if exercise is realished by federal law as of the date of this option. is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and floorwar is not a managed to make a managed to managed to make a managed to managed to make a managed to make a managed to make a managed to managed to make a managed to managed to make a managed to make a managed to make a managed to managed to make a managed to make a managed to make a managed to Lender's prior written consent, Lender may, at its option, require immediate payment in unit of all sums secured by mis 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.

urny instrument.

If Lendst exercises this option, Lender shall give Borrower motice of acceleration. The notice shall provide a period of not security must now all some secured by this Security. If Lendst exercises this option, Lender shall give Borrower motion which Harrower must now all some secured by this Security and Security of Security and Security of Security Security (Security Security If Lenor exercises has option, Lender shall give Borrower nonce of acceleration. The nonce 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 must pay all sums secured by this Security less than 30 days from the date the notice is delivered or mailed within which borrower fails to pay these sums orier to the expiration of this partial. tess man at east from the date the nonce is delivered or manch within which notrower must pay an sums secured by this Security Instrument. Without further notice of demand on Borrower. Security Instrument.

nts Security instrument, without further notice of demand on Horrower.

18. Borrower's Right to Reinstate. If Borrower nicely certain conditions, Borrower and can continue to the earlier of the factor of the fact of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may receive for reinstatement) before cale of the Property oursuant to any mower of sale commined in this Security Instrument. by this Security Instrument without further notice or demand on Borrower.

of the security instrument discontinued at any time prior to the earner of: (a) 5 days (of such other period as applicable law individual in this Security Instrument of sale contained in this Security Instrument of a individual of a individual this Security Instrument of a individual of a individual this Security Instrument. may specify for reinstatement) before sale of me Property pursuant to any power of sale contained in this Security Instrument.

Those conditions are that Horrower: (a) pays Lender all sums are that Horrower: (b) curry of a judgment after this Security Instrument.

Note as if no accederation occurred the curry and the which then would be due under this Security Instrument. or (b) entry of a judgment ento cing this Security Instrument. Those conditions are mut norrower: (a) pays Lender an sums which then would be due under this Security Instrument and the Note as if no acceleration occurred including but and including any other coverages or agreement. (c) page all expenses incurred in enforcing this Couries Instrument and other coverages or agreement. which then would be due under this Security Instrument, and the Note as if no acceleration 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 any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable autornevel feet and action as Lender may reasonable require to agree that the limited in the limited and the limited in the limite any other covenants or agreemen's, (c) pays all expenses mentred in enforcing this Security Instrument, including, but not finited in of this Security of the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including, but not finited in the first of this Security instrument, including instrument to, reasonable autoricys, tees; and to, take such action as Lender may reasonably require to assure that the hen of this Security Instrument shall remain for the Instrument, Lender's rights in the Property and Bottower's obligation to pay the sums secured by this Security Instrument and the obligations and the obligations and the obligations and the obligations. instrument. Lender's rights in the Property and Bottower, this Security Instrument and the obligations secured bereby shall remain continue unchanged.

Upon reinstatement of Bottower, this Security Instrument about not annua in the case of acceleration under this right to reinstate a first acceleration had occurred. However, this right to reinstate that not annually to the case of acceleration had occurred. continue unchanged. Upon rematatement by horrower, this right to reinstate shall not apply in the case of acceleration under fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under maraginals 17.

in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19, Sale of Note; Change of Note; Ch 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with mis Security (known may be sold one of more times without prior notice to Borrower. A sale may result in a change in the only (known may be sold one of more times without prior notice to Borrower. A sale may result in a change in the only (known may be only to an and this Security Instrument of the only th Instrument) may be sold one or more times without prior notice to Bortower. A sale may result in a change in the onity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. Generally as the "Loan Servicer more change of the Loan Servicer more lated to a sale of the Note. If there is a change of the Loan Servicer more lated to a sale of the Note.

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 sation of the Note. If there is a change of the Loan Servicer unrelated to a sation of the Note. If there is a change of the matter with resonant 14 above and applicable law The matter with resonant payments and applicable law The matter with resonant payments. or more enanges of the Loan Servicer unrelated to a say of the Note. If mere is a change of the Loan Servicer, Horrower will state the name be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other and address of the new Loan Servicer and the address to which represents should be made. The notice will also contain any other and address of the new Loan. 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 rayments should be made. The notice will also contain any other information required by anolicable law information required by anolicable law.

20. Hazardous Substances. Horrower shall not cause or perform the presence, use, disposal, storage, of release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the presence and the presence are not any or storage on the presence are the presence of any information required by applicable law.

Hazardous Substances on or in the Property. Borrower shall not do, nor make anyone else to do, anything afficing the Property of enall cuantities of Hazardous Substances that are generally recommitted to be appropriate in the property of enall cuantities of Hazardous Substances that are generally recommitted to be appropriate. 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 the Property of small quantities of the Property of the Property and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, volume and any travelous Substance or Environmental Law errogental or regulatory avency or private party involving the Property and any travelous Substance or Environmental Law errogental or regulatory avency or private party involving the Property and any travelous Substance or Environmental Law. Borrower snall promptly give Lender written notice of any investigation, color, demand, lawshit or other action by any governmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party involving the Property and any movernmental or regulatory agency of private party agency of

uses and to maintenance of the Property.

governmental or regulatory agency or private party involving the Property and any Mak Gods Substance of Environmental Law authority, that any of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory shall nromady take all removal or other remediation of any Hazardous Substance, affecting the Property is necessary. Horrower shall nromady take all removal or other remediation of any Hazardous. of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any necessary actual knowledge. If Borrower learns, or is notified by any governmental or regulatory shall promptly take all necessary actual knowledge. If Borrower learns, or is notified by any governmental or regulatory shall promptly take all necessary remediation of any Hazardous Substance affecting the Property is necessary. Horrower shall promptly take all necessary remediations in accordance with Environmental Law. essary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances tammable or term netroleum products toxic defined as notice or hazardous substances. Taxing the following substances. Taxing the following substances. As used in this paragraph 20, "Hazardous Substances" are those substances defined as pence or nazardous substances, toxic performmental Law and the following substances: gasoline, kerosene, other flammable or text and radicactor materials. As used in products, and radicactor materials containing asheses or formable back and radicactor materials containing asheses.

necessary remedial actions in accordance with Environmental Law.

environmental Law and the following substances: gasoline, kerosene, other naminane or texts petroleum promicts, foxic other naminane or texts petroleum promicts, foxic petrol pesticides and nerdicides, volatile solvents, materials containing aspestos or tormaldehyde, 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 eafery or environmental protection. NUN-UNITURM CUYENANTS. Borrower and Lender nature covenant and agree as lonows:

1. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under narmoranh 17 unless an exceleration and a narmoranh 17 unless and an agreement in this Security Instrument that not arter to acceleration under narmoranh 17 unless an exceleration and a narmoranh 17 unless and agreement in this Security Instrument that not arter to acceleration under narmoranh 17 unless and agreement in this Security Instrument that not arter to acceleration under narmoranh 17 unless and agree as lonows:

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows: to health, safety or environmental protection.

covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless and less are the default. (b) a description under paragraph 17 unless and less and less and less are the default. (c) a description under paragraph 18 unless and less and less are the default. covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless approache law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a decrease the notice is alway to Rorrower by which the default must be caused and (a) that follows to acceleration under paragraph 17 unless approaches less than 30 decreases the data the notice is alway to Rorrower by which the default must be caused and (a) that follows to acceleration under paragraph 17 unless approaches less than 30 decreases the data the notice is alway to Rorrower by which the default must be caused and (a) that the notice is alway to Rorrower by which the default must be caused and (a) the default are the notice is alway to Rorrower by which the default must be caused. provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a disc, that failur to cure than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failur to cure the notice is given to Borrower, by which the default must be cured; and (d) that failur to cure the notice is given to Borrower, by which the default must be cured; and (d) that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default; (e) a disc, that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the default of the cured; and (d) that failur to cure the cured; and (d) the cured t than 30 days from the date the notice is given to notice may result in acceleration of the sums secured by this Security the default on or before the date specified in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured by this secured in the notice may result in acceleration of the sums secured in the notice may result in acceleration of the sums secured in the notice may result in acceleration of the sums secured in the notice may result in acceleration of the sums secured in the notice may result in acceleration of the sums secured in the notice may result in acceleration of the sums secured in the notice may result in acceleration of the sums secured in the notice may result in acceleration of the sum of the notice may result in acceleration of the sum of the notice may result in acceleration of the sum of the notice may result in acceleration of the sum of the notice may result in acceleration of the sum of the notice may result in acceleration of the sum of the notice may result in acceleration of the sum of the notice may result in acceleration of the notice may result in accel the default on or pefore the date specified in the notice may result in acceleration of the sums secured by this Security in acceleration of the sums secured by this Security. The notice shall further inform Borrower of the right instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further information of a default or any other to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-evidence of a default or assert in the foreclosure proceeding and the right to assert the right to assert the right to assert the right to a secure proceeding and the right to a secure proceeding and the right to assert the right to a secure proceedin instrument, toreclosure by judicial proceeding and sale of the Property. The notice shall turtuer inform norrower of the right or any other to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default in the notice of the rest acceleration and the right to assert in the foreclosure proceeding the non-existence of acceleration and foreclosure. If the default is not careful as no hadron an information and foreclosure of acceleration and foreclosure. to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other before the date specified in the notice, without further defense of Borrower to acceleration and foreclosure. If the default is not cured on this Security Instrument without further defense of Borrower to acceleration and foreclosure. If the default is not cured by this Security Instrument without further defense of a default or any other than the date appears to the date appears to the date and the right to assert the following security instrument without further defense of a default or any other than the date appears to the date appears to the date and the right to assert the following security in the default is not cured on the date appears to t defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, the default is not cured on or before the date specified in the notice, and the specified in the notice, the security instrument and are specified in the notice, and the notice, and the specified in the notice, and the notice, and the specified in the notice, and the notice, an Lender 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 renemble atterness fees and incurred in nursuing the remedies provided in the paragraph 21 including but not limited to renemble atterness fees and incurred in nursuing the remedies provided in the paragraph 21. 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 incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and incurred in paragraph 21, including the remedies provided in this paragraph 21, including the remedies at the paragraph 21 including the paragraph 21 i s of the evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, both a charge to Roccower Shall pay any recordation code.

without a charge to Borrower. Borrower shall pay any recordation costs. costs of title evidence.

Form 3614 9190 (page 5 of 6 pages) Wasseth Document Systems, Inc. 9402

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

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the covenants and the cove	Pily Instrument. If one or more riders are executed by annual support of this Security Instrument as if the cider(s) were a [X] Condominium reco	in the s
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1 Other(s) Ispecify	Planned Unit Development Rider     Rate Improvement Pri	1 1-4 Family Rider
Security InstruMG BELOW IN	I Rate Improvement Rider  Tower accepts and agrees to the terms and covenants of executed by Borrower and recorded with it.  Witness:	Biweekly Un
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# UNOFFICIAL COPY CONDOMINIUM RIDER OPY

THIS CONDOMINIUM RIDER is made this fifteenth day of April, 1996, and is incorporated into and shall be deemed to amend I supplement the Mongage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the (the "Lender") orrawer") to secure Borrower's Note to

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

property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") time Condominum Project ). If the owners association of omer entry which acts for the Condominum Project (the Cowners restriction) tolds tide to property for the belieft or use of its members or shareholders, the Property also includes Borrower's interest in the Owners

CONDOMINIUM COVENANTS, to addition to the covenants and agreements made in the Security Instrument, Borrower and Lender Association and the uses, proceeds and benefits of Borrower's interest.

ner covenant and agree as tonows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the PHD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration: (ii) articles of incorporation, trust instrument or any equivalent document which creates iurmer covenant and agree as follows:

the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when

an ones and assessments imposed pursuant to the Constituent cocuments.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" of the constituent of the co "blanket" pulicy insuring the Property which is satisfact ty to Lender and which provides insurance cuverage in the amounts, for the periods, and anything the basered I under sources insurance cuverage in the satisfact ty to Lender and which provides insurance cuverage in the amounts, for the periods, and anything the basered I under sources instudion the many basered basered I under sources. due, all dues and assessments imposed pursuant to the Constituent Documents. and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

inst the mazurus themses requires, mending the graphszarus member which the term extended envelope of the yearly premium (i) Lender waives the provision in Uniform Coverage 2 for the monthly payment to Lender of one-twelfth of the yearly premium (ii) Borrower's obligation under Uniform Covenant 5 o maintain hazard insurance coverage on the Property is deemed satisfic assure that the granified and account the property is deemed satisfic making that the granified assured in account that the granified assured in account to the property of the property is deemed satisfic assured insurance coverage on the Property is deemed satisfic assured in the property of the property is deemed satisfic.

Burrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket police. installments for hazard insurance on the Property; and In the event of a distribution of hazard insurance proceeds in lice of regardless and short to a make the following a lass to the Property, or to community the control of the property of the to the extent that the required coverage is provided by the Owner. Association policy. areas and facilities of the PHD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply to C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains to tradition insurance and actions as may be reasonable to insure that the Owners Association maintains to tradition insurance and actions as may be reasonable to insure that the Owners Association maintains to tradition insurance and actions as may be reasonable to insure that the Owners Association maintains to tradition insurance and actions as may be reasonable to insure that the Owners Association maintains to the owners are the owners and the owners are the owner

proceeds to the sums secured by the Security Instrument, with any excess faid to Borrower.

D. Condemnation. The proceeds of any award or claim for damages, direct processing and facilities of the little are for any award or claim for damages, direct processing and facilities of the little are for any award or claim for damages. a public hability insurance policy acceptable in form, amount, and extent of coverage to Lender. any condemnation or other taking of all or any part of the Property or the common areas, and facilities of the PHD, or for any convey any condemnation or other taking of an or any part of the property of the common areas and facilities of the sums see the condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums see that the contents Increased in Platform Property of the Contents Increased Incr

The Security instrument as provided in Chitothe Covenant (1).

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either particulate the Property for consent. by the Security Instrument as provided in Uniform Covenant 10. (i) the abandonment or termination of the PUD, except for abandonment or termination, equired by law in the case of substances abandonment or termination of the PUD.

destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain or subdivide the Property or consent to:

ion by the or other easuary or in the case of a taking by condemnation of entirem domests.

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (ii) termination of professional management and assumption of self-management of the Owen Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Asse

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts discussed in the control of th by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Some many paragraph of the shall become additional debt of Borrower secured by the Security Instrument. Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and unacceptable to Lender. payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Lender agree to the Lender agree to the Lender with interest, upon notice from Lender to	the terms and provisions contained in
Lender agree to time upon notice from Lender payable, with interest, upon notice from Lender agrees to BY SIGNING BELOW, Borrower accepts and agrees to	
BY SIGNING BELOW, Day of Bo	(Sen)
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Property of Coot County Clert's Office

### **UNOFFICIAL COPY** BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

有便多数可以 THIS BALLOON RIDER is made this fifteenth day of April, 1996, and is incorporated into and shall be deemed to THIS BALLOON RIDER is made this fifteenth day of April, 1996, and is incorporated into and shall be deemed to and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given the trusters and the "Bosson of the Secure Debt (the "Security Instrument") of the same date given he undersigned (the "Borrower") to secure the Borrower's Note to JAMES F. MESSINGER & CO., INC.

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

# CRESTWOOD, II, 60445

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 interest rate stated on the Note is called the "Note Rate." The date of me Note is called the Note, the Security the Lender or anyone who takes the Note, the Security the Lender may transfer the Note, accurity instrument and this Rider. The Lender or anyone who takes the Note to the Note is called the "Note is called the ne Lenger may transfer the Note, ecourtry instrument and this kitter. The Lenger or anyone who takes the Note Holder."
Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the

ADDITIONAL COVENANTS. Deaddition 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 of the

At the maturity date of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan only with a new Maturity date of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the maturity date of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the maturity date of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the maturity date of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the new loan of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the new loan of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Scurity Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the "Maturity Date"), I will be able to obtain a new loan of the Note and Instrument (the Note and Inst ("New Loan") with a new Maturity Date of May 1, 2026, and with an interest rate equal to the "New Note Rate" determined in approximate with Section 2 below it at the approximate to continue 2 and 5 below are not of the "Conditional". [ New Loan ] with a new Mamrity Date of Way 1, 2016, and with an interest rate equal to the New Note rate "Conditional in accordance with Section 3 below if all the contracts of the Most day that Haller is suched to refuse the Most day that the Most day the Most day of m accordance with Section 3 below if an the contrao is provided in Sections 2 and 5 below are mer (the Continuate Refinancing Option"). If those conditions are not mer, 1 inderstand that the Note Holder is under no obligation to refinance Remaining Option"). It mose conditions are not met, londerstand that the Note Holder is under no obligation to find a 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 londers in find any day are the Maturity Date, and that I will have to repay the Note from my own resources or find a londers in find any day are the Maturity Date, and that I will have to repay the Note from my own resources or find a londers in find any day are the maturity Date, and that I will have to repay the Note from my own resources or find a londers in find any day are the maturity Date, and that I will have to repay the Note from my own resources or find a londers in find any day are the maturity Date, and that I will have to repay the Note from my own resources or find a londers in find any day are the maturity Date, and that I will have to repay the Note from my own resources or find a londers in find any day are the maturity Date, and that I will have to repay the Note from my own resources or find a londers in find any day are the maturity Date, and the Maturity Date, and the londers in the l Now): 1.

If I want to exercise the Conditional Refinancing Option Constructly, certain conditions must be met as of the Maturity lender willing to lend me the money to repay the Note. 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 caused that the Brownian the Brownian for the manufactured property and the Brownian for the manufactured property. Property 5: (2) I must be current in my monthly payments and causest have been more that 30 days lide on any of the 12 scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments and scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (3) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (4) no lien against the Property (except for taxes and scheduled monthly payments immediately preceding the Maturity Dire; (5) no lien against the Property (except for taxes and scheduled monthly payments and scheduled month scheduled monthly payments immediately preceding the relativity Once; (3) no nen 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 than that of the Security Instrument may exist; (4) the New Note Rate than that of the Security Instrument may exist; (4) the New Note Rate special assessments not yet due and payable) omer man mat of me Security instrument may exist; (4) me New Note Holder is cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder is

The New Note Rate will be a fixed rate of interest equal to the Federal National Morigage Association's required to the Federal National Morigage Association and the Federal National Morigage Association vield for 30-year fixed rate morigages subject to a 60-day mandatory delivery commitment. This one-half of one percentage per process of the second percentage per percentage per percentage per percentage per percentage per percentage percentage percentage per percentage perc yield for 30-year fixed rate morigages subject to a 60-day mandatory denvery commitment. Plus one-half of one percentage point (0.125%) (the "New lote Rate"). The required net y (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New lote Rate"). provided in Section 5 below. Shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election and the Conditional Deficancian Coston. shall be the applicable not yield in effect on the date and time of day that the Polic Holder will determine the exercise the Conditional Refinancing Option. If this required not yield is not available, the Polic Holder will determine the 3. Note Rate by using comparable information.

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount neare and an other conditions required in Section 2 anove are satisfied, the Profe Holder will determine the anomal monthly payment that will be sufficient to repay in full (a) the timpaid principal, plus (b) accrued but unpaid interest, plus (b) accrued but unpaid interest, plus (b) accrued but unpaid interest, plus (c) accounts the kinds and Complete but the kinds and monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (i) accribed our unpaid interest, plus all other sums I will owe under the Note and Scentity Instrument on the Maturity Date (assuming my monthly payment all other sums I will owe under the Note and Scentity Instrument on the Maturity Date (assuming my monthly payment in all other sums I will owe under the Note and Scentity Instrument on the Maturity Date (assuming my monthly payment in the Maturity Date). an other sums I will owe under the Pione and Security instrument on the Maturity Date (assuming my monthly payment are current, as required under Section 2 above), over the term of the New Note at the New Note rate in equal in a companie. The result of this authorises and her the annual of the security of this authorises and her the annual of the security of this authorises. are current, as required under Section 2 above), over the term of the New Note at the New Note rate in equal it payments. The result of this calculation will be the amount of my new principal and interest payment every month it Now Note is followed.

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise no short the Maturity Date and advise no short the Maturity Date and advance to the Maturity Date and advise no the Maturity Date and advance of the Date and Advance of the Date and Advance of the Date and principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note He New Note is fully paid. 5.

Will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Holder will provide my payment record information, together with the name, title and address of the person represents 2 above, I may exercise the Conditional Refinancing Option and Refinancing Option. If I meet the conditions of S to the Maturity Date. The Note Holder will calculate the fixed New Note Holder no later than 45 calendar days of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder with acceptable papear to sign any documents required to complete the required refinancing. I understand the Note Holder will advise measurements.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider -Borrower OF COOK COUNTY CLOTHES OFFICE (Sea Borrowe - (Scal) (Scal) -Borrower [Sign Original Only]

H 6NO (ROIZ)