# UNOFFICIA



This instrument was prepared by: CHASE MANHATTAN MORTGAGE CORPORATION 625 NORTH COURT PALATINE IL 60067

4,37,50 DEPT-01 12 (ROTH) 102222 FROM 8465 05/06/96 11:53:00 14230 1 KB - \*\* 96 - 334 291 14 FINDE STREET PROJECTION

[Space Above This Line For Recording Data]

### MORTGAGE

61203549 1612035491

April 10, 1996 THIS MORTGAGE ("Scenary Instrument") is given on

The mortgagor is

EDWARD A ROMANOWICZ, DIANA J ROMANOWICZ, HUSBAND & WIFE

("Borrower").

This Security Instrument is given to CHASE MANHATTAN MORTGAGE CORPORATION which is organized and existing

, and whose address is under the laws of the State of New Jersey

("Lender").

EDISON NJ 08837 343 THORNALL ST

Borrower owes Londer the principal sum of

Dollars

One Hundred Thirty-Nine Thousand, and 00/100 ). 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 100 paid earlier, due and payable on May 1, 2003. This Security Instrument secures to Lender: (a) the remarkable of the debt evidenced by the security Instrument secures to Lender: (b) the remarkable of the debt evidenced by the security Instrument secures to Lender: (c) the remarkable of the debt evidenced by the security Instrument secures to Lender: (d) the remarkable of the debt evidenced by the security Instrument secures to Lender: (e) the remarkable of the debt evidenced by the security Instrument secures to Lender: (e) the remarkable of the debt evidenced by the security Instrument secures to Lender: (e) the security Instrument security Instrument security Instrument security Ins . 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 politorinance of Borrower's covenants advanced under ranagraph 7 to protect the security of this security matterness, and to purpose, Borrower does hereby morigage, grant and convey and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby morigage, grant and convey County, Illinois: to Lender the following described property located in COOK

LOT 11 IN BLOCK 1 IN MCGINNIS LAKE HIGHLANDS (PALOS TOWNSHIP) A SUBDIVISION OF THE SOUTH EAST QUARTER (EXCEPT THE SOUTH 500 FEET OF THE EAST 500 FEET THEREOF AND EXCEPT THE WEST HALF OF THE SOUTH EAST QUARTER) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (ALSO EXCEPT THE NORTH 50 FEET THEREOF DEDICATED FOR HIGHWAY PURPOSES), PIN# 23-32-402-011-0000 IN COOK COUNTY, ILLINOIS.

hich has the address of 10536 FITZSIMMONS DR, PALOS PARK, IL 60464 ("Property 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

na fixtures now or nereaster a part of the property. All replacement as the "Property", instrument. All of the foregoing is referred to in this Security Instrument as the "Property",

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to BURKUWER COVENANTS that Borrower is inwiting seised of the estate hereby conveyed and this the Property is unencumbered, except for encumbrances of record. Borrower thortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Warrants and will defend generally the title to the Property against all claims and demands, 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 fc. T xes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day morably payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which 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: (e) yearly manage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of preseraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow liems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related morigage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity future Escrow Items or otherwise in accordance with applicable law. (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow 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 me-t me 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 Porrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, 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 same 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 amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify borrower in 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

Upon payment in full of all sums secured by this Security Instrument, Lender that promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion. Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Londer, 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 crean against the sums secured by

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, is amounts physical under this Security Instrument.

Paragraph 2; third, to interest due, sourth, 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, if 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) 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 Londer 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

roperty insured against loss by fire, hazards included within the term catenate coverage and my other hazards, including the insurence shall be maintained in the amounts and for the periods bods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods ant Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval thick shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's ption, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7 ption, 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 hall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender nil receipts f paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of ender. Lender may make proof of loss if not made promptly by Borrower. the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration for 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 mountly 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 requisition shall pass to Lender to the extent of the sums secured by this Security Instrument

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, e-sablish, 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 tegun 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 Parescaph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes for feiture of the Borrower's interest in the Property or other material imposement of the lian occasion by this Security Instrument of the lian occasion. 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 faire 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 hws 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 shari become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of phyment, 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
  - 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, requesting payment. the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage 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 shall

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security in the event of a total taking of the Property, the proceeds shall be approved to the property in which astrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property in which he fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured y this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums ecured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the bull amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market before the taking. Any balance shall be paid to Borrower. Value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, Traine of the Property immediately before the taking is less than the amount of the proceeds shall be applied finless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied

to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or secured by this Security Instrument, whether or not then due.

postpone the due date of ite 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 chase the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or

12. Successors and Assigns Bound Joint and Several Liability; Co-Signers. The covenants and agreements of this preclude the exercise of any right or remedy. 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) it co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lepter and any other Borrower may agreed to extend, modify, forbear

or make any accommodations with regard to the terms of his Security Instrument or the Note without the Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

or any other address norrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security and the Instrument shall be deemed to have been given to Borrower or Lender when given as previded 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 acquisions of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other acquisions of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other acquisions of this Security instrument. 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 Instrumer, and the Note are declared

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 to be severable. in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural personX.) 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

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, Londer 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

fault of any other covenants or agreements; (c) pays all expenses incurred in enterong this Security Instrument, including, but be limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of is Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security astrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured ereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case

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 is the "Loan Servicer") that collects monthly payments due under the Mote and this feature to the collects monthly payments due under the Mote and this feature. s the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one r 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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law. 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 quaracties of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agree 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 and to maintenance of the Property. any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

As used in this Paragraph 20, "Mazardous 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 all necessary remedial actions in accordance with Environmental Law. and herbicides, volatile solvents, materials containing aspestos 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 Instrurtent (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelesure. If the default is not cured on or before the date specified in the notice, 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 collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument.

The following riders are attached: Balloon Rider

Property of Coot County Clark's Office

And the second s

BY SIGNING BELOW, Borrower accepts and agrees to and in any rider(s) executed by Borrower and recorded with it.	o the terms and covenants contained in this Security Instrument
E Doral Removaco	Jana Romanowick
2DWARD A ROMANOWICZ	DIANA J ROMANOWICZ
90-	
Ox	
C	
[Sp ce B low This Line I	For Acknowledgement)
STATE OF ILLINOIS, County of COOK	<b>SS</b> :
	Andrews de haushu gamiliu shet
I, the Undersigned, a Notary Public in and for said cour EDWARD A ROMANOWICZ,	nty and state, do nereby certify that
DIANA J ROMANOWICZ, HUSBAND & WIFE	
	Q <sub>A</sub> ,
	C/O/A/S
personally known to me to be the same person(s) whose name(s) me this day in person, and acknowledged that he/she/mey signo	distare subscribed to the foregoing instrument, appeared before
voluntary act, for the uses and purposes therein set forth.	to and derivered the said menantum (1) in the
Given under my hand and official seal, this 10th	day of April, 1996
My Commission expires: 5/23/97	Balance Raso
"OFFICIAL SEAL	Notary Public
BARBARA L. RAF Notary Public. State of	PP <b>{</b>
My Commission Expires	5/23/97

61203549 1612035491

### BALLOON RIDER (Conditional Right to Refinance)

April, 1996 and is incorporated into and shall be desmed 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

organized and existing under the laws of the State of New Jersey (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10536 FITZSIMMONS DR, PALOS PARK, CL 60464

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 antitled to receive payments under the Note is

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

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan and Loan") with a new Maturity Date of May 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 Section 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.

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 FNMA 3180 12/89

Multistate Balloon Rider C-7019LT Page 1 of 3 (10/94) (Replaces Rev. 9/93)

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.

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 the mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

## 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 amount of the monthly payment that will be sufficient to repay it full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Scuri y Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 norve), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

EXERCISING THE CONDITIONAL REFINANCING OPTION The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to one on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required not yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property tien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any, and reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

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

	O CANA			
Colones Co Edward A ROMA	Roneway	DIANA J ROMANOWI	moundline	3
		- C/P/4/9		
			Office	() () ()

Multistate Balloon Rider C-7019LT Page 3 of 3 (10/94) (Replaces Rev. 9/93)

E34251,

FNMA 3180 12/89