

UNOFFICIAL COPY

97217064

RECORD AND RETURN TO:
PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222
CHICAGO, ILLINOIS 60610

Prepared by:
PRISM MORTGAGE COMPANY
CHICAGO, IL 60610

96033576

DEPT-01 RECORDING \$43.00
T60012 TRAN 4494 03/31/97 10:11:00
\$8474 + ER #--97-217064
COOK COUNTY RECORDER
DEPT-01 RECORDING \$43.00
T60012 TRAN 8489 01/12/96 14:13:00
\$6452 + CG #--96-033576
COOK COUNTY RECORDER

0898171

[Space Above This Line For Recording Data]

MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 29, 1995 . The mortgagor is MICHAEL *BLANKSTEIN, SINGLE, X X X X X NEVER BEEN MARRIED husband and wife AND JENNIFER DRESSLER, SINGLE, X X X X X NEVER BEEN MARRIED.

*J

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

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 350 WEST HUBBARD-SUITE 222 CHICAGO, ILLINOIS 60610 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 203,150.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2003 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNITS 3-W AND P-4 IN THE WRIGHTWOOD PLAZA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN THIS SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE MATURITY DATE
ON THE BALLOON RIDER AND BALLOON NOTE ADDENDUM.

14-28-313-019-0000

which has the address of 637 WEST WRIGHTWOOD-UNIT 3W , CHICAGO
Illinois 60614 Zip Code ("Property Address");

Street, City

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 8/91

VMP MORTGAGE FORMS - 1000123-7291

Page 1 of 6

DPS 1000

MTB 5/0
11/96

BOX 333-CTI

UNOFFICIAL COPY

Form 201A Date Printed: 10/10/2014
Page No.: 1

Printed on: 10/10/2014

the Security Interest herein. If Lender determines that any part of the Property is subject to a lien which may affect the administration of the Estate; or (c) removes from the holder of the lien an assignment made by Lender authorizing the Lender's option to proceed to liquidation of the Property in, legal proceedings which in the Lender's opinion appears to prevent the liquidation of the Property caused by the holder of a similar assignment to Lender; (d) commits to good faith the Lender to do anything which may impair the priority over the Security Interest herein; (e) agrees to

otherwise than properly discharge any lien which has priority over the Security Interest herein.

If Borrower makes more payments directly, Borrower shall promptly furnish to Lender records of payment and information to the person whom payment, Borrower shall promptly furnish to Lender all records of payment to be paid under this instrument.

to the person whom payment, Borrower shall promptly furnish to Lender all records of payment to be paid under this instrument.

which may affect priority over the Security Interest, assignments, changes, if any, Borrower shall pay any

(d) Changes. Borrower shall pay all taxes, assessments, charges, if any, which are due under this Note.

and 2 shall be applied; that, to any payment which does not bear the Note; second, to amounts provided in Lender under paragraphs

3. Application of Payments. Unless otherwise provided in this instrument, all payments made by Lender under paragraphs

of the Property, shall apply to any payment due under this Note; third, to any other payment.

Upon payment in full of all sums secured by this Security Interest, Lender shall promptly return to Borrower any

sums paid by Lender, in full, of all sums received by Lender under this instrument.

If the Funds held by Lender exceed the amount paid by the Security Interest, Lender shall promptly return to Borrower any

sum paid by Lender to the extent necessary to make up the deficiency, in Lender's sole discretion.

subject to the Funds are pledged as additional security for all sums received by the Security Interest.

whether otherwise, in annual installments of the Funds, showing owing and due to the Funds and the properties for which such

Borrower and Lender may agree in writing; however, that same shall be paid on the Funds, Lender shall give to Borrower,

upon notice by Lender in connection with the termination of obligations to the Funds, unless specifically otherwise. Lender is entitled to

a charge. However, Lender may require Borrower to pay a one-time charge for an irregular payment made outside the regular payment date; however, unless Lender so directs, generally applying the Funds to pay off the Security Interest.

within the Security Interest, Lender may not charge Borrower for holding and applying the Funds, unless Lender so directs, or

(subjecting Lender, if Lender is not an attorney, or to any Federal Home Loan Bank; Lender shall apply the Funds to pay the

The Funds shall be held in an account which is managed by a federal agency, intermediately, or only

Borrower bears of advances in accordance with applicable law.

Lender may deduct the amount of funds due on the basis of current due and unpaid indebtedness of Lender.

1974 as amended from time to time, 12 U.S.C. Section 250 et seq. ("FSA"), unless otherwise law that applies to the Funds

related indebtedness based upon requirements for Borrower's annual statement filed with the Federal Home Loan Bank Board

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

of payment of advances in accordance with applicable law.

2. Funds for Taxes and Insurance. Subject to application of property insurance premiums, Taxes taxes are collected, Borrower

paid, or used toward the payment of taxes and insurance are due under the Note, until the Note is paid in full, a sum ("Funds") less

1. Payment of Premiums. Premiums and interest on the Note and any prepayments and late charges due under the Note.

UNPAID COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains mutual covenants for mutual use and non-transferability with Lender.

and will defend vigorously its Property and that the Property is uncontaminated, except for claims and defenses to any claimant of record.

Borrower COVENANTS that Borrower is lawfully seized of the Property, All of the foregoing is referred to in this Security Interest as the "Property".

holders now or hereafter have or shall have title to the Property. All rights and interests in the Property, and all improvements, and

UNOFFICIAL COPY

0898171

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

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

96033576

UNOFFICIAL COPY

SC

RECEIVED
2015 NOV 12
FBI - MEMPHIS

Form 204a 7-65

Page 4 of 8

Serial No.

to any other address Botometer designates by Notice to Lander. Any Notice to Lander shall be given by first class mail to him by first class return receipt postage paid or modern method. The Notice shall be addressed to the Property Address in La Motte. Any Notice to Botometer forwarded to it in this Secrecy Interim shall be given by delivery to La Motte by messenger or carrier under the Notes.

13. **Lawn Care.** If a rented residence purchased, the residence will be leased to a rental property owner without any payment to Botometer. If a rented residence purchased, the residence will be leased to a rental property owner without any payment to Botometer. Lander may choose to make this rental by selecting the proposed name under the Note or by making a direct payment to the proposed name; and (b) any person already collected from Botometer without offset paid personal funds will be retained to him unless exceed the proposed name; (c) any such loan charge shall be reserved by the amount necessary to make up the charge and that law is finally implemented so that the interest or other loan charges accrued as to be collected in accordance with the terms of the Note.

13. **Lawn Care.** If the lawn service by this Secrecy Interim is subject to a law which sets maximum of the Note without claim otherwise.

13. **Lawn Care.** If the lawn service by this Secrecy Interim is subject to a law which sets maximum of the Note without claim otherwise.

13. **Lawn Care.** If the lawn service by this Secrecy Interim is subject to a law which sets maximum of the Note without claim otherwise.

13. **Lawn Care.** If the lawn service by this Secrecy Interim is subject to a law which sets maximum of the Note without claim otherwise.

If the Property is sold by Botometer, Lander is entitled to collect and apply the proceeds, if in his option, either to reduction of principal of the Property or to the Note, or to refund within 30 days after the date the note is received by the Secrecy Interim, provided he has been furnished with a copy of the note and a copy of the note payee.

If the Property is sold by Botometer, Lander is entitled to collect and apply the proceeds, if in his option, either to reduction of principal of the Property or to the Note, or to refund within 30 days after the date the note is received by the Secrecy Interim, provided he has been furnished with a copy of the note and a copy of the note payee.

If the Property is sold by Botometer, Lander is entitled to collect and apply the proceeds, if in his option, either to reduction of principal of the Property or to the Note, or to refund within 30 days after the date the note is received by the Secrecy Interim, provided he has been furnished with a copy of the note and a copy of the note payee.

In the event of a sale of the Property, the proceeds shall be applied to the note of the note holder to Lander, which note is held by the Secrecy Interim, and Lander is entitled to collect and apply the proceeds, if in his option, either to reduction of principal of the Property or to the Note, or to refund within 30 days after the date the note is received by the Secrecy Interim, provided he has been furnished with a copy of the note and a copy of the note payee.

14. **Commission.** The proceeds of any part of the Property, or for collections in lieu of commissions, are hereby assigned and dedicated to Lander in consideration of any sum or value received or derived from the collection of commissions, in consideration of any sum or value received or derived from the collection of commissions.

14. **Commission.** The proceeds of any part of the Property, or for collections in lieu of commissions, are hereby assigned and dedicated to Lander in consideration of any sum or value received or derived from the collection of commissions, in consideration of any sum or value received or derived from the collection of commissions.

14. **Commission.** The proceeds of any part of the Property, or for collections in lieu of commissions, are hereby assigned and dedicated to Lander in consideration of any sum or value received or derived from the collection of commissions, in consideration of any sum or value received or derived from the collection of commissions.

14. **Commission.** The proceeds of any part of the Property, or for collections in lieu of commissions, are hereby assigned and dedicated to Lander in consideration of any sum or value received or derived from the collection of commissions, in consideration of any sum or value received or derived from the collection of commissions.

UNOFFICIAL COPY

0898171

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

DPS 1003

UNOFFICIAL COPY

Page 200

Form 2014 200

Page 200

County Clerk

1985

"OFFICIAL SEAL"
"OFFICIAL SEAL"
"OFFICIAL SEAL"

My Commission Expires:

1985

DC

39

day of

Given under my hand and affixed seal, this
thirtieth and thirteenth day and month year, A.D. for the use and purposes herein set forth.
Subscribed to the foregoing instrument, appended before me this day in person, and acknowledged that
'personally known to me to be the same person(s) whom signed.'

husband and wife

JENNIFER BLANKSTIN, SPOUSE OF MICHAEL BLANKSTIN, MICHIGAN RESIDENT AND

"the undersigned,
, a Notary Public in and for said County and State do hereby certify
County of Illinois, COOK

(Seal)

(Seal)

(Seal)

(Seal)

Witnesses:

to my order(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower agrees and agrees to be bound and constrained to this Security Instrument and

24. Addresses Blanks
 1-4 Family Blanks
 Co-Occupation Blanks
 Household Blanks
 Standard Home Blanks
 Other(s) [Specify]

- V.A. Blanks
 Business Blanks
 Commercial Property Blanks
 Adjustable Blanks

[Check applicable box(es)]

do acknowledge and agree to all of the Security Instruments as if the order(s) were a part of this Security Instrument.
Security Instruments, the documents and agreements of each such order shall be incorporated into and shall amend and supplement
the documents and agreements of this order, if any or more orders are executed by Borrower and recorded together with this
Security Instrument.

25. Waiver of Dissemination. Borrower waives all right of notice and exemption in the Property.

Witnesses agree to this instrument. Borrower shall pay any recording costs.

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

27. Recording. Lender shall be entitled to collect all expenses incurred in preparing the documents provided in this paragraph.

28. Payment. Lender shall be entitled to collect all amounts due and owing under this Security Instrument without further demand and may foreclose the Security Instrument by judicial process or before the date specified in the notes, Lender, at its option, may require immediate payment in full of all amounts.

29. Non-Exclusivity of a Default. If any other default of Borrower is notwithstanding and regardless, if the default is not cured in

(a) the instrument of title to real estate after acceleration and the right to assert to assert to the foreclosure proceeding the
secured by this Security Instrument, Borrower by judicial proceeding and sale of the Property. The notes shall further
be construed to give the notes the effect intended by the parties thereto, to the extent that the acceleration provision of this instrument
(b) that Borrower to cure the default on or before the date specified in the notes and make of the Property. The notes shall further
(c) a date, not less than 30 days from the date the notes is given to Borrower, by which the default must be cured and
negotiable law provides otherwise). The notes shall specify: (a) the date(s); (b) the action required to cure the default;

0898271

UNOFFICIAL COPY

0898171

BALLOON RIDER

(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this **29TH** day of **DECEMBER**, **1995**,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to
Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure
the Borrower's Note to **PRISM MORTGAGE COMPANY**

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

637 WEST WRIGHTWOOD-UNIT 3W, CHICAGO, ILLINOIS 60614

Property Address

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

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

I. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the Maturity Date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date to **JANUARY 1, 2004** (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 3 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

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

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

8778-0100

Page 1 of 3

Form 3180 (10/90) Rev. 12/06/94 DPS 878

VHP MORTGAGE FORMS • 1313 28th • 8100 • 1000 N 21st • 7261

MB
MTB

96033576

97217064

UNOFFICIAL COPY

Page 1/2000 Date 09/09/2001

Form 2100 (1990)

Page 2/2

STAMPS

(Sign Original Only)

(Signature)

(Signature)

(Signature)

(Signature)

BY SIGNING BELOW, BORROWER agrees and agrees to the terms and conditions contained in this
Borrower Rider.

To the cost of updating the title insurance policy,
and Notes Holder with the trustee of the Conditional Holders and Trustees Covenants, including but not limited
and Notes Holder's Duties otherwise, I understand the Note Holder will charge us \$1250.00 processing fee and the
and places in which I must appear to sign my documents required to complete the required Note Blue modification
will advise me of the new interest rate (the Modified Note Rate). New monthly payment amount and a due date, the
of my required ownership, occupancy and property tax rates, both to the Note Holder with respect to property
described in Section 3 above, I will then have 30 calendar days to provide the Note Holder and to
required and will in effect on the due date and time of my signature is provided by the Note Holder and to
the fixed Modified Note Rate based upon the Federal Home Loan Bank Corporation's applicable published
orwards the Conditional Holders and Trustees, the Note Holder will assume
calendar days and no later than 45 calendar days prior to the Note Holder's Due Date. The Note Holder to enter into
and the Conditional Holders and Trustees, (upon my notifying the Note Holder that I am ready to do so) a
entitled the Conditional Holders and Trustees, Chapter II if more than 2 days, if my
signature in Section 2 above is late, The Note Holder will provide my payment record information,
if the conditions in Section 2 above are met. The Note Holder will provide my payment record information,
The Note Holder also will advise to me my options in case of the Note Holder's Due Date or
any of the principal, accrued but unpaid interest, and all other sums I am entitled to owe on the Note Holder's Due Date
The Note Holder will notify me at least 60 calendar days in advance of the Note Holder's Due Date and advises

5. EXPLAINING THE CINTIONAL MODIFICATION AND EXTENSION OPTION

will be the new amount of my principal and interest payments every month until the Note is fully paid.
The remaining amount, less all the Modified Note Rate is equal monthly payments. The result of this calculation
Notes Holder's Duties (assuming my monthly payments down the current, as required under Section 2 above), over
(b) second to, third to, etc., all other sums I will owe under the Note and Secured Lender's Due Date on the
decrements (a) amount of the monthly payment due will be subtracted to apply to the (c) the unpaid principal, plus
above the Note Rate and all other conditions required in Section 2 above are met, the Note Holder will
pay back the Modified Note Rate as described in Section 3 above to me greater than 5 percentage points
comparable transaction.

4. CALCULATING THE NEW PAYMENT AMOUNT

If this revised set yield is not available, the Note Holder will determine the Modified Note Rate by using
any that I notify the Note Holder of my intention to exercise the Conditional Holders and Trustees Options.
"Modified Note Rate"). The revised set yield shall be the applicable set yield in effect on the due date and time of
compliance, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%). The
Covenants, a regular set yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery
The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Bank
comparable transaction.

3. CALCULATING THE MODIFIED NOTE RATE

UNOFFICIAL COPY

0898171

BALLOON NOTE ADDENDUM (CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON NOTE ADDENDUM is made this 29TH day of DECEMBER, 1995, and is incorporated into and shall be deemed to amend and supplement the Balloon Note made by the undersigned (the "Borrower") in favor of PRISM MORTGAGE COMPANY

(the "Lender")

and dated the same date as the Addendum (the "Note"). The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date."

I (the Borrower) understand the Lender may transfer the Note, the related Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") and this Addendum. The Lender or anyone who takes the Note, Security Instrument and this Addendum by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

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

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

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

2. CONDITIONS TO OPTION

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

3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified 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 Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified 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 in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

MULTISTATE BALLOON NOTE ADDENDUM (MODIFICATION AND EXTENSION) - Single Family - Freddie Mac UNIFORM INSTRUMENT

DPS 674

Page 1 of 2

VMP MORTGAGE FORMS - (313)263-8100 - 10001881-2301

Form 3891 (10/90) *MTA JLD*

0898171-0730 (10/90)

UNOFFICIAL COPY

卷之三

(00000) 1998-000

卷之三

36033576

(See Original Only)

(contd.)

(cont.)

UNIVERSITY PRESS DRUGS

**MANUFACTURER'S
BULK MARKETING**

BY SINGING ALONE, BORNWELL SOUPLED AND ADDED TO THE BEAUTY AND CONVENIENCE OF THE BATH.

• *Anyord* es un sistema que ayuda a los maestros de escuela a organizar y evaluar sus lecciones.

3. RELOCATING THE CONSTRUCTION WORKERS AND EQUIPMENT

UNOFFICIAL COPY

0898171

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29TH day of DECEMBER, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
PRISM MORTGAGE COMPANY

(the "Lender")

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

637 WEST WRIGHTWOOD-UNIT 3W, CHICAGO, ILLINOIS 60614

Property Address

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

635-37 WRIGHTWOOD CONDOMINIUM

Name of Condominium Project

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapses in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sum secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE CONDOMINIUM RIDER-Single Family/Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3140 8/80

DPS 2889

MMU: *MTB*

JLD

• 8 81001.01

VNP MORTGAGE FORMS • (312)283-8100 • (800)521-7281

972A7054

UNOFFICIAL COPY

Form 2140-200
120-200

Form 2140-2

Form 2140-2

960343576
Property of
SACRAMENTO COUNTY
-Lender
(SAC)
-Borrower
(SAC)
-Lender
(SAC)
-Lender
(SAC)
-Lender
(SAC)
-Lender
(SAC)

JENNIFER DRESSLER
TAMMY L. O'Rourke
MICHAEL EASTIN

BY SIGNING BELOW, Borrower agrees to the terms and provisions contained in the Constitution
and By-Laws.

Lender is Borrower's managing partner.

Any interest from the date of this instrument to the time paid shall be payable, with interest, upon notice from
by the Society Lender. Lender agrees to other terms of payment, time and date of Borrower's removal
from. Any member dissolved by Lender under this paragraph shall become obligated to Lender until
paid.

F. Borrower, if Lender does not pay contributions due and reasonable when due, then Lender may pay
such amount by the Order Account immediately to Lender.

(e) Any action which would limit the effect of rendering the people liability insurance coverage
unavailable.

(d) Termination of professional management and suspension of self-management of the Church
benefit of Lender;

(ii) Any amendment to any provision of the Constitution Documents if the provision is for the expense
incurred by consideration of another entity;

(i) The abandonment or termination of the Constitution Project, except for abandonment of
within one month, after providing notice to individuals the Property or consent to

II. Lender's Other Concerns. Borrower shall not, except after notice to Lender and with Lender's prior
agreement, make any provision of any kind to provide the Property or consent to
provided in Paragraph Currenent 10.

Borrower in connection with any contribution or other taking of all or any part of the Property, transfer of the
right or of the ownership interest, or for any conveyance to the use of another, to be freely signed and shall be
paid to Lender. Such proceeds shall be applied by Lender to the sum received by the Society Lender as
part of the amount due, or for any conveyance to the use of another, to be freely signed and shall be

D. Contribution. The proceeds of any kind or other for damages, direct or consequential, payable to