

# UNOFFICIAL COPY

Permanent Index Number: 16-08-312-016

Prepared by:  
Middleberg Riddle & Gianna  
2323 Bryan Street  
Suite 1600  
Dallas, Texas 75201

Return to:  
ACCUBANC MORTGAGE CORPORATION  
P.O. BOX 809068  
DALLAS, TEXAS 75380-9068



- DEPT-01 RECORDING \$37.50  
• T80009 TRAN 7925 04/02/97 11:34:00  
• #5342 + SK # -97-226675  
• COOK COUNTY RECORDER

Loan No: 08624199  
Borrower: PAUL D. SILENBOGEN

(Space Above This Line For Recording Date)

Data ID: 523

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 31st day of March, 1997.  
The mortgagor is PAUL D. ELLENBOGEN AND JAMIE STANESA, HIS WIFE

This Security Instrument is given to MORTGAGE RESOURCE GROUP, INC., A CORPORATION, which is organized  
and existing under the laws of the State of ILLINOIS, and whose address is 7544 WEST NORTH AVENUE, ELMWOOD,  
ILLINOIS 60635

Borrower owes Lender the principal sum of ONE HUNDRED SIXTY-ONE THOUSAND and NO/100— Dollars  
(U.S. \$ 161,660.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),  
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2004. 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



2207700201300008526198

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Form 3016 3/90

Borrower shall satisfy the loan or take one or more of the actions set forth above within 10 days of the filing of notice to a court which may attain priority over the Security Instrument. Lender may give Borrower a notice terminating the loan to the best of (c) Securitization that any part of the Property is subject to preexisting the enforcement of the best of (c) Securitization from the holder of the loan in legal proceedings which is in the Lender's opinion good faith the case by, or default against another claimant of the loan in a manner acceptable to Lender; (d) consent in writing to the payment of the obligation created by the loan in full under the terms of the Security Instrument unless Borrower shall promptly discharge any sum which has priority over the Security Instrument under (a)

to Lender terminating the payment to Lender payable by Borrower under paragraph 11 amounts to be paid under this paragraph 11 Borrower makes those payments directly, Borrower shall receive a notice of shall pay less on each day to the person and payment Borrower shall provide to Lender all notices of property shall pay the same amount provided in paragraph 2, or if it is not paid in full within, Borrower shall pay less than principal due under this Securitization, and subsequent payments of principal shall be made by Lender, Borrower shall pay all taxes, assessments, charges, fees and expenses incurred by Lender to the extent of the changes due under the Note.

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, to amounts payable under paragraphs 1 and 2 held to interest due and less, to any late charges due under the Note.

Upon payment in full of all sums secured by this Securitization, Lender shall receive a notice of sale of the property or sale of the Property, duly apply any Funds held by Lender at the time of sale, prior to the date of sale, the funds held by Lender.

Upon payment in full of all sums secured by this Securitization, Lender shall receive a notice of sale of the property or sale of the Property, duly apply any Funds held by Lender at the time of sale, prior to the date of sale, the funds held by Lender.

If the Securitization is to more than twice monthly payments, Lender shall make up

in such case Borrower shall pay to Lender the amount necessary to make up the difference, Borrower shall make up the difference in any case Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Escrow Items when due, Lender shall pay to Lender the amount of the Funds held

Borrower for the excess Funds in accordance with the requirements of applicable law. If the Lender shall receive

in the Funds held by Lender exceed the amounts paid to be held by applicable law, Lender shall return to

an additional security for all sums secured by this Securitization.

The Funds held by Lender and deposited to the Funds and the purpose for which each deposit to the Funds was made. The Funds are pledged

shall be paid on the Funds Lender shall give to Borrower, without costs, an annual accounting of the Funds, showing

pay Borrower any interest or earnings on the Funds. Borrower shall not deduct any expense from the Funds, however, that would

otherwise, unless an agreement is made to applicable law that the board makes applicable law

independent cause the reporting source used by Lender to determine which the board makes applicable law provides

points Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an

escrow account, or retaining the Escrow Item, unless Lender pays Borrower interest on the Funds and applicable law

to pay the Escrow Item, Lender may not charge Borrower interest for holding and applying the Funds, however, applying the

(including Lender, if Lender is equal to minimum), or in any Federal Home Loan Bank. Lender shall apply the Funds

The Funds shall be held in an escrow, unless deposited by a federal agency, automatically, or early

with applicable law.

This Section 11 contains definitions of future Events (times of occurrence in accordance

on the basis of current data and reasonable), standards of performance of future Events (times of occurrence in accordance

with applicable law), to an amount not to exceed the time the amount of Funds due

collected and held Funds to an amount not to exceed the time the amount of Funds due

any ("RESPA"), unless sooner by a letter amount U.S.C. § 2601 et

under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et

exceed the maximum amount, except for a federally related mortgage loan may require for Borrower's escrow account

Borrower to Lender, in accordance with the provisions of paragraph 8, in view of the payment of escrow services

garnish good title, in any event, (e) jointly holding with the property owner, it may, (f) any sums payable by

garnish, (g) jointly holding with the property, if any, (h) jointly holding of property escrowed, (i) jointly holding of property escrowed, (j)

(k) jointly holding of property, if any, (l) jointly holding of property escrowed, (m) jointly holding of property escrowed, (n)

pay to Lender, or to the day monthly payments. Subject to the Note and any prepayments and late charges due under the Note

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

1. Payment of Principal and Interest. Borrower and Lender consent and agree as follows:

Upon completion of record

Borrower, garnish and jointly liable to the Property and that the Property is unencumbered, except for encumbrances of record

mortgage, garnish and jointly liable to the Property and that the Property is unencumbered, except for encumbrances of record

Borrower, garnish and jointly liable to the Property and that the Property is unencumbered, except for encumbrances of record

and garnish now or hereafter a part of the Property. All improvements and additions shall also be covered by the Security

Instrument With all the improvements now or hereafter added on the property, and all encumbrances, appurtenances,

fixtures now or hereafter attached to the property, all improvements and additions shall also be covered by the Security

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

which has the address of 321 SOUTH CUYLER

OAK PARK, IL 60028

("Property Address").

**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 3 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, estate(s), 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 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,

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The Note is detailed to be recited  
which can be given without the concluding portion. To this end the provisions of the Society Interim  
Note addressees with applicable law, such authority shall do effect other provisions of the Society Interim Note or the Note  
provisions in which the property is located. In the event the other provisions of the Society Interim Note or  
15. Continuity Interim Note shall be followed by Leader and the Law of the  
provided in the paragraph.

Note provided for in the Society Interim Note shall be followed to have been given to Leader who can  
Law in Lessor's address stated herein or any other Lessor designees by notice to Borrower. Any  
Property Address of any other address Borrower designees by notice to Leader, any notice to Leader shall be given by  
by calling it by the name and under applicable law requires use of another method. The notice shall be decided to be  
16. Notice Any notice to Borrower provided for in the Society Interim Note shall be given by delivery of the  
a partial preparation without any preparatory change under the Note.

Note or by mailing a copy personal to Borrower. If a third person principal the notice will be entered  
under the Note to receive the same will be forwarded to Borrower. Leader may choose to make the record by recording same  
conveyance which the loan exceed the permitted limit, (a) by filing already recorded form for transfer which contains  
necessity to reduce the charge to the permitted limit and (b) by filing a copy record by the same  
concessions which the loan exceed the permitted limit, (a) any such loan charge that is created by the same  
loan charges, and that law is clearly interpreted so that the interest of other loan charges, shall be decided in  
Note without Borower's consent. If the loan exceed the sum of loans plus expenses to a sum which the same  
is a Note against the Society Interim Note.

Note without Borrower's consent.  
Notice to extend, modify, forfeit or make any accommodation may regard to the Note or the Society Interim Note  
obligated to pay the sum secured by the Society Interim Note, and (c) agrees, all Leader and any other Borrower may  
grant and convey their Borrower's interest in the Property under the terms of the Society Interim Note; (d) it is mutually  
agreed the Society Interim Note does not affect (e) it does not the Society Interim Note to Borrower only to borrow  
provisions of paragraph 17. Borrower's concessions shall be given and record. Any Borrower who co-  
of the Society Interim Note and agreements, and notices of Leader and Borrower, subject to the  
33. Successor and Assigns Note and Successor and Assignee. The assignments and agreements  
namely shall not be a waiver of or practice the exercise of the right to notice.  
by the original Borrower or Borrower's successors in interest. Any concessions by Leader in respect of any right to  
payment of debts directly attributable to the sum secured by the Society Interim Note of any demand made  
Leader shall not be required to commence proceedings against any successor in respect of rights to collect same for  
Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest  
modification of termination of the Note is caused by the Society Interim Note by Leader to any successor in  
11. Borrower Note Redressed, Proceedings by Leader Note a Writer. Execution of the Note for payment of  
payments at the due date of the society payments referred to in paragraphs 1 and 2 of clause the amount of each  
of proceeds to the sum of each party to the Note in writing any application of proceeds to proceed than not exceed  
Lessor Leader and Borrower or otherwise agree in writing any application of proceeds to proceed than not exceed  
Property or to the sum secured by the Society Interim Note, either to restoration of right of the  
notes is given, Leader is entitled to collect and apply the proceeds, in its option, either to restore the right of the  
to make an award of costs a claim for damages, Borrower fails to respond to Leader within 30 days after the date the  
11. The Property is abandoned by Borrower, or if after notice to Borrower that the owner of the  
holders of note the same are the then due  
upon application, an otherwise provided, the proceeds shall be applied to the sum secured by the Society Interim Note  
amount of the sum secured by the Society Interim Note before the taking under Borrower and Leader otherwise agree in writing to  
valence of the Property in which the last written value of the Property immediately before the taking is less than the  
following (a) the total amount of the sum secured immediately before the taking is less than the  
following (a) the sum secured by the Society Interim Note shall be reduced by (b) the fair market  
in which the fair market value of the Property immediately before the taking under Borrower and Leader otherwise agree  
in the event the sum secured by the Society Interim Note shall be applied to the sum secured by the Society Interim Note  
instrument, whether or not taken due, with any success paid to Borrower. In the event of a trial arising of the Property  
in which the fair market value of the Property immediately before the taking under Borrower and Leader otherwise agree  
in the event of a trial arising of the Property, the trial shall be applied to the sum secured by the Society  
instrument and shall be paid to Leader.

any continuation of other taking of any part of the Property, or for compensation to him of considerations, the bodily  
18. Consideration. The proceeds of any sum of claim for damage, loss or consequential, a consideration  
shall give Borrower notice at the time of prior to an application specifying reasonable cause for the property. Leader  
any written agreement between Borrower and Leader or applicable law.

by Leader against becomes available and a obtained. Borrower shall pay the proceeds from time to manner managing  
business in effect, or to provide a full notice, until the requirements for mortgage purposes ends in accordance with  
a mortgage instrument covering (in the amount and for the period that Leader requires) provided by an item and  
19. Assignment. Leader to the agent may make reasonable efforts upon and respects of the Property. Leader

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

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

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

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

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

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. To 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:

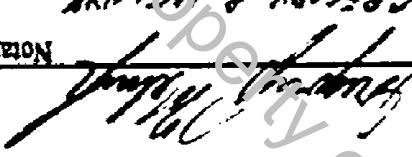
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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 foreclosure. 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.

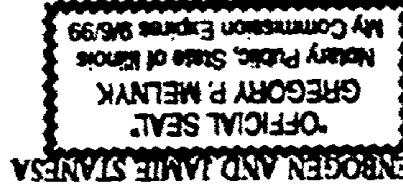
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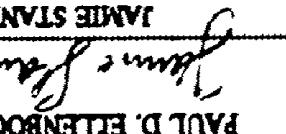
*My commission copies:*

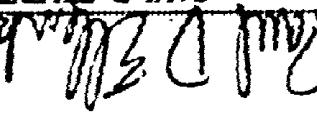
(Printed Name)  
GREGORY P. MELNYK  
Notary Public  
  
PAUL D. ELLENBOGEN AND JANE STANESA  
MAILED 31st day of March 1997



State of ILLINOIS  
County of COOK

(Space Below for Acknowledgment)

JANE STANESA - Borrower  
  
(Seal)

PAL D. ELLENBOGEN - Borrower  
  
(Seal)

and in any rider(s) executed by Borrower and recorded with it  
 By Signatures Below, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument

Other(s) (Specify)

- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Graduated Payment Rider
- Fixed Development Rider
- Biweekly Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider

Instrument (Check applicable box(es))  
 and upon the conveyance and agreement of this Security Instrument to it the rider(s) were a part of this Security  
 with this Security Instrument, the conveyance and agreement of each such rider shall be incorporated into and shall become  
 22. Rider to the Security Instrument if one or more riders are executed by Borrower and recorded together  
 instrument without charge to Borrower. Borrower shall pay any recording costs.

23. Waiver of Recording. Borrower waives all right of recorded exception to the Property.  
 22. Rider. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
 instrument without charge to Borrower. Borrower shall pay any recording costs.

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Loan No: 08624199  
Borrower: PAUL D. ELLENBOGEN

Data ID: 523

## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 31st day of March, 1997, 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 MORTGAGE RESOURCE GROUP, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

321 SOUTH CUYLER  
OAK PARK, ILLINOIS 60302

[Property Address]

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

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

### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of April 1, 2027, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus 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 net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.



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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Property of Cook County*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Property of Cook County*

JAMES STANESA \_\_\_\_\_  
*Property of Cook County*

PAUL D. ELLENBOGEN \_\_\_\_\_  
*Property of Cook County*

Ridge,  
By signing below, Borrower agrees to the terms and conditions contained in the balloon  
loan.

Noting the title insurance policy, if any.  
I understand the Note Holder will charge me a \$250 processing fee and the costs associated with  
relinquishing my right to file suit against the Note Holder to repay my documents required to complete the required  
and a due, true and place in which I must appear to repay my documents required to complete the required  
the Note Holder will advise me of the new interest rate (the New Note Rate), the monthly payment amount  
and a date, time and place at which I must appear to repay my documents required to complete the required  
documents prior to my receipt of ownership, occupancy and possession before the Note Holder with  
and as calculated in Section 3 above. I will also have the right to provide the Note Holder with  
published notice, as set in effect on the date and time of my notification to receive by the Note Holder  
calulates the New Note Rate based upon the Federal National Mortgage Association's applicable  
formulae for calculating the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will  
not exercise the conditional Right of Preemption Option unless it may exercise the Conditional Right of Preemption  
option if it meets the conditions of Section 2 above; it may exercise the Conditional Right of Preemption Option by  
terminating the Note Holder that I may notify it or exercise the Conditional Right of Preemption  
period. Noting the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will  
provide my payment record information together with the name, title and address of the  
Note Holder also will advise me that I may exercise the Conditional Right of Preemption if the conditions  
in the two sets of sets.

The Note Holder also will advise me that I may exercise the Conditional Right of Preemption if the conditions  
of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date  
The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me  
fully paid

calculated will be the amount of my new principal and interest payment every month until the New Note is  
over the term of the New Note at the New Note Rate as equally monthly payments. The result of this  
on the Maturity Date (assuming my monthly payments there are current, as required under Section 2 above),  
plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instruments  
above the Note Rate and all other conditions required in Section 2 above to repay in full (a) the unpaid principal  
provided the amount of the monthly payments that will be sufficient to repay in full (a) the unpaid principal  
above the Note Rate and all other conditions required in Section 3 above are satisfied, the Note Holder will

## 4. CALCULATING THE NEW PAYMENT AMOUNT

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51223815

## Legal Description

The North 44 feet of Lot 6 in Block 6 in Close's Subdivision in the Southwest 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded May 12, 1892 in Book 52 of plats, page 37 as document 1668566, in Cook County, Illinois.

pin no. 16-08-312-016 vol. 142

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