

UNOFFICIAL COPY

97245950

AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORP.
1020 31ST STREET
SUITE 300
DOWNERS GROVE, IL
60515

LOAN NO.5593042

DEPT-01 RECORDING

\$35.00

T#0012 TRAN 4613 04/09/97 09:55:00
\$3746 ÷ ER *-97-245950
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 1, 1997
ERIC T. JOHNSON AND MARTY M. JOHNSON, HIS WIFE

The mortgagor is
("Borrower").

This Security Instrument is given to MIDWEST FUNDING CORPORATION

AN ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS
address is 1020 31ST STREET, SUITE 300, DOWNERS GROVE, IL 60515

and whose
("Lender").

Borrower owes Lender the principal sum of One Hundred Fourteen Thousand Three Hundred
Dollars and no/100

Dollars (U.S. \$ 114,300.00)

). This

debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on May 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:

LOT 4 AND THE NORTH 1/2 OF LOT 5 IN THE RESUBDIVISION OF LOTS 18 TO 29
INCLUSIVE WITH ALLEY ABUTTING SAID LOTS IN BLOCK 1 IN WILSON'S SUBDIVISION
OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION
17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

3500

Tax I.D. #: 16-17-125-032-0000
which has the address of 841 S. HIGHLAND AVENUE
[Street]
Illinois 60304 ("Property Address");
[Zip Code]

OAK PARK
[City]

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the
right to mortgage, grant and convey the Property and that the Property is unencumbered, except for
encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims
and demands, subject to any encumbrances of record.
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0491/3014(9-90)-L PAGE 1 OF 6

FORM 3014
9/90

BOX 333-CTI

97245950

UNOFFICIAL COPY

LOAN NO. 5593042

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 sum 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 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

UNOFFICIAL COPY

FORM 30149/90
PAGE 4 OF 6
IS/CMDTL//0491/30149-90-L

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or for convenience, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property secured by this Security instrument immediately before the taking, unless the Property in which the fair market value of the Property immediately before the taking is less than the amount of the Property secured by the same.

Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced greater than the amount of the Property immediately before the taking, unless the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property secured by the same.

In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Property secured by the same.

11. Borrower Not Released; Foreclosure by Lender Not a Waiver. Extension of the time for payment of such payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the amounts secured by this Security instrument referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condemned or repossessed or refused to repair or restore the notice is given, Lender's authority to collect and apply the proceeds, at his option, either to others to make an award or claim for damages, Borrower failing to respond to Lender within 30 days after the date of notice or refuse to repair or restore the notice is given, Lender's authority to collect and apply the proceeds, at his option, either to success or refuse to extend time for payment made by the original Borrower's successor in interest or Lender shall not be a waiver of or postpone the due date of any right or remedy.

12. Successors and Severable Liability. Co-signers, The co-signers and successors of this Security instrument shall be liable for payment of any amounts secured by this Security instrument except to the extent that Borrower has made payment in full to Lender under this Note and agrees to pay the remaining balance to Lender in accordance with the terms of this Note.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected by the Borrower exceed the permitted limits, then: (a) any such loan charges shall be charged under this Note to the extent necessary to reduce the charge to the permitted limit; and (b) any sums already collected by the Borrower in connection with the loan exceed the permitted limits, the Note or by making a direct payment to Lender may choose to refund this sum to Lender from the principal owed under the Note or by mailing it by first class mail to Lender's address stated herein or by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be delivered or by mailing it by first class mail unless otherwise required, by registered mail, by certified mail, by facsimile, by electronic mail, by telephone, by telegraph, by telex, by messenger, by carrier, or by any other method. The notice shall be charge under this Note.

15. Governing Law; Sovereignty. 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 of this Security instrument is held invalid, it will be severed from this instrument or clause of the Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. Construction. Lender's rights and remedies under 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 of this Security instrument is held invalid, it will be severed from this instrument or clause of the Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

67245950

LOAN NO. 5593042
mortgage insurance coverage (in the amount and for the periods that lender requires) provided by an insurance company held by Lender again becomes available and is obtained. Borrower shall pay the premium 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.

8. Inspection. Lender or his agent may make reasonable entries upon and inspection of the Property.

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

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 convenience, in lieu of

condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Security instrument, whether or not the Property in which the fair market value of the Property immediately before the taking is equal to or

greater than the amount of the Property immediately before the taking, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

less than the amount of the Property secured by this Security instrument, unless the Property in which the fair market value of the Property immediately before the taking is equal to or

UNOFFICIAL COPY

LOAN NO. 5593042

Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

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

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

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

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

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

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

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

UNOFFICIAL COPY

FORM 3014-9/90

PAGE 6 OF 6

ISCS/CMDTIL//0491/3014(9-90)-L

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

OWNERS GROVE, ILLINOIS 60515
1020 31ST STREET, SUITE 300

MIDWEST FUNDING CORPORATION

ILLINOIS

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES MAY 7, 2000

THIS INSTRUMENT WAS PREPARED BY: JULIE ABBEL

NOTARY PUBLIC

"OFFICIAL SEAL"

MY COMMISSION EXPIRES:

NOTARY PUBLIC

NOTARY PUBLIC

Given under my hand and official seal, this 1 day of April 1997
Instrument as their free and voluntary act, for the uses and purposes herein set forth.
Apparel before me this day in person, and acknowledged that they signed and delivered the said
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument.

CERTIFY THAT ERIC T. JOHNSON AND MARTY M. JOHNSON, HIS WIFE,
A NOTARY PUBLIC IN AND FOR EACH COUNTY AND STATE DO HEREBY

STATE OF ILLINOIS,

[Space Below This Line For Acknowledgment]

COUNTY:

Borrower _____
(Seal) _____

MARTY M. JOHNSON
ERIC T. JOHNSON
(Seal) _____

Witnesses
Borrower _____
(Seal) _____

BY SIGNING HEREOWA, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any ride(s) executed by Borrower and recorded with the

BY SIGNING HEREOWA, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any ride(s) executed by Borrower and recorded with the

24. Rides to this Security Instrument. If one or more riders are executed by Borrower and recorded
together with this Security Instrument, the cover agreements and agreements of each such rider shall be incorporated
into and shall amend and supplement the cover agreements of this Security Instrument as if the
rider(s) were a part of this Security Instrument. [Check applicable box(es)]
- Adjustable Rate Rider Graduated Payment Rider Cordomium Rider 1-4 Family Rider
 Balloon Rider Planned Unit Development Rider Rate Improvement Rider Biweekly Payment Rider
 Other(s) [Specify] _____

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. Fees and Costs of Title Evidence. Security instrument charged by this Security instrument, Lender shall release this
Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

25. Expenses Incurred in Pursuing the Remedies Provided in this Paragraph 24, including, but not limited to,
any foreclosure of this Security instrument by judicial proceeding. Lender shall be entitled to collect all
immediate payment in full of all sums secured by this Security instrument without further demand and
expenses incurred in pursuing the remedies provided in this paragraph 24, including, but not limited to,

UNOFFICIAL COPY

LOAN NO. 5593042

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 1st day of April , 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 MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

841 S. HIGHLAND AVENUE, OAK PARK, IL 60304

(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 obtain a new loan ("New Loan") with a new Maturity Date of MAY 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 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.

4. 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 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 Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), 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.

UNOFFICIAL COPY

MULTISTATE BALLOON RIDER - SINGLE FAMILY - FNMA UNIFORM INSTRUMENT - FORM 3180 12/89
IS/C/CBR//0490/3180(12-89)-L PAGE 2 OF 2

Rider _____
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.
Borrower _____
MARTY M JOHNSON _____
(Seal) _____
Borrower _____
ERIC T JOHNSON _____
(Seal) _____
Borrower _____
Marty M Johnson _____
(Seal) _____

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider _____

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 owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Relinquishing 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 Relinquishing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Relinquishing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Note Rate based upon the Federal National Mortgage Association's applicable published rate required in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable documentation of my ownership, occupancy and property lien status. Before the Note Holder will accept 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.

6. EXERCISING THE CONDITIONAL RELINQUISING OPTION
LOAN NO. 5593042

01245950 01245950 01245950