## UNOFFICIAL COPS764787

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1998-04-03 11:05:10

Cook County Recorder

65.50

(Space Above This Line For Recording Data)

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 28, 1998 The mortgagor is Hanan Angesto Furgan, aka Annette Muhammad, aka Annette Peterson, A Married Woman

("Borrower"). This Security Instrument is given to

Central Mcney Mortgage Co. (IMC), Inc. which is organized and existing under the isset of the State of Illinois 1111 E. Touhy, Suite 280, Des Plaines, 1/2 60018

and whose address is

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

Seventy Five Thousand and no/100

Dollars (U.S. \$ 78,000.00 ). This debt is at danced 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 01, 2013 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and muclifica to so 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 Lunder the following described property located in Cook

County, Illinois:

LOTS 101 AND 102 (EXCEPT THE SOUTH 10 FEET THEREOF) IN CO-OPERATIVE SUBDIVISION OF THE EAST 1/2 D? THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION \$3, TOWN 38 NORTH, RANGE 14, East of the third principal meridian, in cook county, illinois./

PERMAMENT TAX NO: 20-36-222-019, VOLUME 272

Mail to Cornal Mary Maryese 1111 C. Tourn, Six 260 Des Places, 21 60018

which has the address of

\$100 S. Ogleaby

Chicago

Office

Illiuois

60617 (20 Code) ("Property Address"),

ILLINOIS -- buile Family -- Fannie MacPreddle Mae UNIFORM INSTRUMENT

(Page 1 at 6 pages)

Form 301# 9/90 TO ORIGICAL 1-600-C 8-6363 CAREAT, AND 1810-1910 ORIGINAL 1-600-C 8-6363 CAREAT, AND 1810-1910 ORIGINAL 1-600-C 8-6363 CAREAT, AND 1810-1910 ORIGINAL 1-600-C 8-6363 C 8-6363

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TOGH THER WITH all the improvements now or bereafter erected on the property, and all ensements, appur enances, 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 seised of the estate hereby conveyed and has the right to

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record-Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SLOTERITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay whea due the principal of and offerest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly easehold payments or ground reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "become being." Lender may, at any time, collect and hold bands in an amount not to exceed the maximum amount a lender for a fed righty related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlem int Procedures Act of 1974 as anneaded in an time to time, 12 U.S.C. § 2001 et seq. ("RESPA"), unless another law that applies to the bands sets relesser amount. It so, Lender may, at any time, collect and hold bands in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Iterax (rotherwise in accordance with applicable law-

The bands shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Morrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lenger pays Horrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting services sed by Lender in connection with that foun, unless applicable law provides otherwise. Unless an agreement is made or applied ble law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, box ever that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each deput to the bunds was made. The bunds are pledged as additional security for all sums secured by this Security

If the 15 the held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess bands in accordance with the requirements of applicable law. If the amount of the Funda held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Horrower shall pay to Lender the amount accessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by 1 ender 1t, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

secured by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payment, received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to smounts payable under

paragraph ': thire, to interest due; fourth, to principal due; and last, to any late charges due under the Refe.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines and imposition actributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, henry, Borrower shall pay the softigations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be pald under this paragraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the phyment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or det rats against enforcement of the fien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the hen; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

more of the actions set forth above within 10 days of the giving of notice.

5. Hazar for Property Insurance. Horrower shall keep the improvements now existing or hereafter crected on the Property mour appearant 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

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approved 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 applied blood 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 II not made promptly by Horrower.

Unless I ender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property dimensional at the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration is repair as 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 Horrower above the thoperty, 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 insurence proceeds. Lender may use the proceeds to repair or restore, the Property or to personus secured by this Security Instrument, whether or not then due. The 30-day period will begin when the

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

Instrument instructed tely prior to the acquisition.
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenseholds, 15 prover shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of the Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year and the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unreasonably withheld or waters extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default it any tester are action or proceeding, where eved or criminal, is begun that in Lender's good faith judgment could result in torbefore at the Property or otherwise materially impair the Hen created by this Security Instrument or Lander's security interest. Horrower 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 Projects or other material impairment of the Ben created by this Security Instrument or Lender's security Interest. Borrower shall also be in default if Borrower, during the wan application process, gave materially false or inaccurate information or statements to I ender (or failed to provide Lender who 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 Horrower acquares tee title to the Property, the leasehold and the fee this shall not merge unless Lender agrees to the merger in Writing

Protection of Lender's Rights in the Property. If Horrower Inits to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may disclibeantly affect Lender's rights in the Property (a) the approach drug in bankruptcy, probate, for condemnation or forfeiture or o enforce laws or regulationa), then Lender may do and pay for whatever is necessary to prefer the value of the Property and Lender's rights in the Property. Lender's action may method paying any sums secured by a lien which has priority over this Security Instrument, appearing In court, paying to isonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action

under this paragraph ". I ender does not have to do so.

Any anneants disbursed by Lender under this paragraph 7 shall become additional debt of Borlower secured by this Security I istrament. Unless Horrower 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 Rogaver requesting

Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this 8. Security managery, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. II, for any reason, the mean common 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 Berrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by a second abstantially equivalent mortgage lasurance coverage is not available. Borrower shall pay to Lender each month a same equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the Insurance coverage hapsed or seased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage measurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and rook amed. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law

Anspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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10. Condemnation The proceeds of any award or claim for damages, direct or consequential, in connection with any connemismon or other taking of any part of the Propeny, or for conveyance in lieu of condemnation, are hereby assigned and shall be performance.

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

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

Unless I, nor and becower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the data fate of the moschly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver, Extension of the time for payment or modification a nortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Horrower and not a perate to reline? The linkility of the original Borrower or Borrower's successors in interest. Lender shall not by map and to commence preceedings against any successor in interest or refuse to extend time for payment or otherwise mostly amottization of the sun's secured by this Security Instrument by reason of any demand made by the original Bonosco or Bonower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a ways or preclude the exercise of any right or remedy

12. Sucressors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security In account at shall bend and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1000 rower's evenants and agreements the foint and several. Any Horrower who co-signs this Security Instrument by the little we are the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Horrower's ancreasing the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by the Society last unent; and (c) agrees that Lender and gay other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent

13. Loan Thurges. It the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and four tax is true by interpreted so that the interest or other form charges collected or to be collected in connection with the loan Acced the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrowell which exceeded permitted limits will be refunded to Horower I coal r may choose to make this refund by reducing the principal gwed under the Note or by making a direct payment - Portower II a refund reduces principal, the reduction will be treated as a partial prepayment without any ртериунисти anider the Note.

14. Notices. And notice to Horrower provided for in this Security Instrument shall be given by delivering it or by mailing it by the class mail unless applicable law requires use of another method. The notice shall be directed to the Property at her. Borrower designates by not ce to Lender. Any notice to Lender shall or given by first class mail Addression as to Lender's again as stated berein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security for among star I 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 seach the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with a soft able law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given extern various the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be a verable

16. Horrower'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. It all or any part of the Property or any interest in it is sold on a materiald (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lind of prior was an convent, Lender may, at its option, require immediate payment in full of all sums secured by this Secures and are if exercise this option shall not be exercised by Lender II exercise is prohibited by federal law as of the date of the obscurred in aroment.

and the state of the special provider shall give Forrower notice of acceleration. The notice shall provide a period of not less than 30 taxs from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security has a sea to be sower fails to pay these sums prior to the expiration of this period, Lender may havoke any remedies per a coll by this Security Instrument without further notice or demand on Borrower.

18. Here over's Right to Reinstate. If Horrower meets certain conditions, Horrower shall have the sight to have enforcement of the Section's Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

Form 3014 9/90

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applicable) as 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 Horrower; (a) pays Lende: all sums which their 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 attoracys' fees; and (d) takes such action as Lender may reasonably require to assure that the hea 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 it no acceleration had occurred. However, this right to rep state 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 ingre-changes or the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Horrower 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-alemation required by applicable law.

lazardous Substances. Horrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardou. Substances on or is the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any linvironmental 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.

Borrows shall promotly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmentation regulators agency or private party involving the Property and any Hazardous Substance or Environmental Law of whale forrower has actual knowledge if norrower learns, or is notified by any governmental or regulatory authority. that any time salt or other remediation of any Vazardous Substance affecting the Property is necessary, Horrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As meed in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or bazardous substances by Environmental Law and the following substances: gasolice, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbreides, volatile solvents, materials contidaring as bestos or formaldehyde, and radioactive materials. As used in this par graph 20, "haviror mental Law" means tederal 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 coverant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrover prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not paior to acceleration under paragraph 17 unless applicable law provices otherwise). The notice shall specify: (a) the defealt; (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 peaker 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 Borco ver of the right to reinstate after acceleration and the right to assert in the forcelosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sams secured by this Security Instrument without further demand and may received by this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in paracing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.
- 22. Release, Upon phyment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Horrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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supplement a covenant and agree [Check applicable boxtest]	ements of this Sec	urity Instrument	ns if the rider(s) w	ere a pat	n of this Securit	y ir strument.
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and Central Mo	ney Mortgage C	o, (IMC), Inc	16.2000			
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Form 3014 9/90

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### **UNOFFICIAL COPY**

#### **BALLOON PAYMENT RIDER**

TO NOTE AND SECURITY INSTRUMENT

This B.: LLON PAYMENT RIDER ("Rider") is made this 26th day of March, 1998 and amends a Note in the amount of \$75000 (the "Note") made by the person(s) who signs below ("Borrower") to Central Money Mortgage Co. (IMC), Inc., ("Lender") and the Mortgage, Deed of Trust or Security Deed ("Security Instrument") dated the same determined by Borrower(s) to secure repayment of the Note.

In addition to the agreements and provisions made in the Note and the Security Instrument, both Borrower(s) and Lender further agree as follows:

IF NOT PAID EARLIER, THE COAN IS PAYABLE IN FULL ON 4/1/13 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTERIST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT" THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety (90), but no more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Bo mover a notice which states the Maturity Date and the amount of the "Belloon Payment" which will be due on the Maturity Date (assuring all scheduled payment) due between the date of the notice and the Maturity Date are made on time.)

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