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DB

RECORD AND RETURN TO:  
KEY MORTGAGE SERVICES, INC.

878 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093

Prepared by:  
RICHARD NASH

222-6850972

### MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on MAY 6, 1998 . The mortgage is  
DANIEL MARK KUZNETSKY  
AND ROBIN L. KUZNETSKY, HUSBAND AND WIFE

(10)

("Borrower"). This Security Instrument is given to  
KEY MORTGAGE SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 576 LINCOLN AVENUE  
WINNETKA, ILLINOIS 60093 ("Lender"). Borrower owes Lender the principal sum of  
TWO HUNDRED FIVE THOUSAND TWO HUNDRED AND 00/100  
Dollars (U.S. \$ 205,200.00 ).

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 JUNE 2, 2005  
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 39 AND THE WEST 6 INCHES OF LOT 38 IN BLOCK 4 IN HOLSTEIN, S  
SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

14-31-104-031-0000

Parcel ID #: 2224 WEST BELDEN AVENUE , CHICAGO (Street, City).  
Illinois 60647 (Zip Code) ("Property Address");

ILLINOIS UNIFORM  
INSTRUMENT FORMS 3014 9/96  
Amended 8/98

BOX 333-CTI

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**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 easements and additions shall also be covered by this Security Instrument. Borrower covenants and warrants to the Lender that the Property is free from any other liens, mortgages, judgments, liens, or other claims and that the Property is not subject to any other liens, mortgages, judgments, liens, or other claims. Borrower shall pay and cause to be paid the taxes and assessments levied on the Property, and shall cause to be paid the taxes and assessments levied on the Property, and shall cause to be paid the taxes and assessments levied on the Property.

**SECTION 1.1. Payment of Principal and Interest.** Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any promissory note and late charges due under the Note.

**SECTION 1.2. Payment of Taxes and Insurance.** Subject to applicable law, Borrower shall pay to and cause to be paid the taxes and insurance levied on the Property, and shall cause to be paid the taxes and insurance levied on the Property, and shall cause to be paid the taxes and insurance levied on the Property.

**SECTION 1.3. Payment of Fees and Charges.** Borrower shall pay when due the fees and charges levied on the Property, and shall cause to be paid the fees and charges levied on the Property, and shall cause to be paid the fees and charges levied on the Property.

**SECTION 1.4. Payment of Other Obligations.** Borrower shall pay when due the obligations levied on the Property, and shall cause to be paid the obligations levied on the Property, and shall cause to be paid the obligations levied on the Property.

**SECTION 1.5. Payment of Other Obligations.** Borrower shall pay when due the obligations levied on the Property, and shall cause to be paid the obligations levied on the Property, and shall cause to be paid the obligations levied on the Property.

**SECTION 2. Security Instrument.** This Security Instrument shall constitute a valid and enforceable security interest in the Property, and shall constitute a valid and enforceable security interest in the Property, and shall constitute a valid and enforceable security interest in the Property.

**SECTION 3. Assignment of Payments.** Lender shall have the right to assign all or part of its right to receive payments under this Security Instrument, and shall have the right to assign all or part of its right to receive payments under this Security Instrument, and shall have the right to assign all or part of its right to receive payments under this Security Instrument.

**SECTION 4. Change of Law.** Borrower shall pay all taxes, assessments, charges, fees and expenses levied on the Property, and shall cause to be paid the taxes, assessments, charges, fees and expenses levied on the Property, and shall cause to be paid the taxes, assessments, charges, fees and expenses levied on the Property.

**SECTION 5. Default.** Borrower shall be in default under this Security Instrument if it fails to pay when due the principal of and interest on the debt evidenced by the Note and any promissory note and late charges due under the Note, or if it fails to pay when due the taxes and assessments levied on the Property, or if it fails to pay when due the fees and charges levied on the Property, or if it fails to pay when due the obligations levied on the Property, or if it fails to pay when due the obligations levied on the Property.

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

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

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

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender's Lien.** 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 this 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

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Form 2014

Form 2014

Form 2014

16. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail with registered return receipt to the address set forth in the Pledge Agreement. The notice shall be deemed to have been given by first class mail to the address set forth in the Pledge Agreement by notice to Lender. Any notice to Lender shall be given by first class mail to the address set forth in the Pledge Agreement.

17. **Loan Changes.** If the loan secured by this Security Instrument is subject to a loan which sets maximum loan charges and that has been already advanced to the Borrower, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the maximum loan charge; and (b) any such loan charges which exceed the maximum loan charge shall be reduced to the maximum loan charge. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reduced interest principal, the reduction will be treated as a partial prepayment without any effect on the interest rate or the term of the Note.

18. **Assignment and Substitution.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

19. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

20. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

21. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

22. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

23. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

24. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

25. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

26. **Assignment of Proceeds.** Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party. Lender and Borrower agree that the loan secured by this Security Instrument shall be assigned or substituted in whole or in part to any other lender or assignee of Lender and Borrower without any need for notice to Borrower or any other party.

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

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

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

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

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

**18. Borrower's Right to Reinstatement.** 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 use 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.

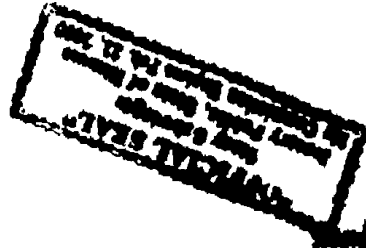
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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

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FORM 3094 808  
MAY 1974 EDITION



By \_\_\_\_\_  
County Clerk

THIS document is a copy of the original instrument, signed before me this day in person, and acknowledged that \_\_\_\_\_  
and voluntary act, for the purpose and purpose therein set forth.  
I, \_\_\_\_\_  
personally known to me to be the same (person) whose name(s)  
appears in the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_  
and voluntary act, for the purpose and purpose therein set forth.

COOK COUNTY, ILLINOIS  
I, \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

BY \_\_\_\_\_, County Clerk, I hereby certify that the foregoing instrument and the copies thereof are true and correct copies of the original instrument and the copies thereof.

<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Conditional Rider	<input type="checkbox"/> Adverse Possession Rider	<input type="checkbox"/> VA Rider
<input type="checkbox"/> Reverse Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Guaranteed Payment Rider	<input type="checkbox"/> Endorsement Rider
<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Other (Specify) _____	

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

2. Borrower warrants all right of homestead exemption in the Property.

3. Borrower, upon payment of all monies secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

4. Lender, but not limited to, reasonably attorney's fees and costs of this instrument.

5. Lender shall be entitled to enforce all covenants contained in this Security Instrument by judicial proceedings. Lender may foreclose without further demand and may foreclose this Security Instrument by judicial proceedings or by the Security Instrument without further demand and may foreclose this Security Instrument in full or in part on or before the date specified in the notes. Lender, at its option, may require immediate payment in full of all monies due and owing to Lender or any other assignee of Lender to satisfaction and foreclosure. If the default is not cured on or before the date specified in the notes, Lender shall have the right to start in the foreclosure proceedings the same as if the Security Instrument, foreclosed by judicial proceedings and sale of the Property. The notes shall bear interest at the rate of \_\_\_\_\_ per annum from the date the notes are given to Borrower, by which the default must be cured and

6. This document is a copy of the original instrument, signed before me this day in person, and acknowledged that \_\_\_\_\_ and voluntary act, for the purpose and purpose therein set forth.

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222-8470073

**BALLOON RIDER  
(CONDITIONAL RIGHT TO REFINANCE)**

THIS BALLOON RIDER is made this 07th day of MAY, 1998, 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 KEY MORTGAGE SERVICES, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
2220 WEST BELDEN AVENUE  
CHICAGO, ILLINOIS 60647

(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 JUNE 1, 2028 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.

MULTISTATE BALLOON RIDER - Single Family - Fannie Mae Uniform Instrument

Form 3180 12/89

875U (9705)

Amendment 3/93

Page 1 of 3

Initials: *[Handwritten Signature]*

VMP MORTGAGE FORMS - (800)521-1831

DFS 0199

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 items I am to be paid on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Redempting 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. I must notify in order to exercise the Conditional Redempting Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Redempting Option by notifying the Note Holder no later than 60 calendar days prior to the Maturity Date. The Note Holder will calculate the final New Note Rate and upon the Federal National Mortgage Association's applicable published request not yield in effect on the date and

**4. EXERCISING THE CONDITIONAL REDEMPTION OPTION**

with the New Note is fully paid. The Note Holder will be the amount of my new principal and interest payment every month under Section 2 above, over the term of the New Note as if the New Note Rate in equal monthly payments. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder. I must notify in order to exercise the Conditional Redempting Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Redempting Option by notifying the Note Holder no later than 60 calendar days prior to the Maturity Date. The Note Holder will calculate the final New Note Rate and upon the Federal National Mortgage Association's applicable published request not yield in effect on the date and

**4. CALCULATING THE NEW PAYMENT AMOUNT**

The New Note Rate by using appropriate information. The Note Holder will calculate the final New Note Rate and upon the Federal National Mortgage Association's applicable published request not yield in effect on the date and

**1. CALCULATING THE NEW NOTE RATE**

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's yield for 30-year fixed rate mortgages subject to a 60-day secondary delivery commitment, plus 1.25% of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%). The Note Holder will calculate the final New Note Rate and upon the Federal National Mortgage Association's applicable published request not yield in effect on the date and

**2. CONDITIONS TO OPTION**

If I want to exercise the Conditional Redempting 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 must 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 in Section 5 below.



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211-6880672

time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with updating the title policy, if any, and any reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

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

 (Seal)  
GABRIEL [unclear] KLEMETSKY -Borrower

 (Seal)  
ROBIN L. KLEMETSKY -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

[Sign Original Only]

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

State of Illinois )  
County of Cook ) SS.

I, Susan Petzel, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT.....

Robin L. Kuznetsky, Married to Daniel Mark Kuznetsky : .....

personally known to me to be the same person(s) whose name <sup>is</sup>.....

subscribed to the foregoing instrument, appeared before me this day in

person and acknowledged that <sup>she</sup>..... signed, sealed and delivered

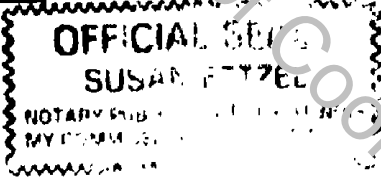
the ~~said~~ instrument as <sup>her</sup>..... free and voluntary act, for the uses

and purposes therein set forth, including the release and waiver of the

right of homestead.

GIVEN under my hand and notarial seal, this 6th day of May A.D.

19 98



*Susan Petzel*  
\_\_\_\_\_  
Notary Public

My commission expires the 12th day of Aug A.D., 2000.

Cook County Clerk's Office

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