UNOFFICIAL COPY

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO: BNC MORTGAGE, INC. P.O. BOX 19656 IRVINE, CALIFORNIA 92623-9656

Loan Number OAK015591



Doc#: 0618620182 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 07/05/2006 01:10 PM Pg: 1 of 6

(Space above this line for Recorder's use)

SECOND HOME RIDER Loan !

Loan Number OAK015591

THIS SECOND HOME RIDER is made on this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

BNC MORTGAGE, INC., A DELAWARE CORPORATION

(the

"Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at

5552 AUSTIN AVE, CHICAGO, IL 60636

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Bor ower and Lender further covenant and agree that Uniform Covenants 6 & 7 of the Security Instrument are geleted and are replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, and shall only use, the property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. 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 judgement 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 19, 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

SECOND HOME RIDER

6K9-

0618620182 Page: 2 of 6

UNOFFICIAL COPY

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 and use of the Property as a second home. 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.

BY S'GNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rvier

hort Co	(Seal)		(Seal)
SCOTT CHAROENPITAKS	Borrower		Borrower
	004		Bollower
	(Seal)		(Seal)
	Borrower		Borrower
		Up,	20220 1102
	(Seal)	<i>y</i>	(Seal)
	Borrower		Borrower
		Op,	
	(Space Below This Line Reserved	l For Acknowledgement)	

SECOND HOME RIDER

0618620182 Page: 3 of 6

UNOFFICIAL COPY

Loan No.: OAK015591

ADJUSTABLE RATE RIDER WITH INTEREST ONLY PAYMENT PERIOD

This Adjustable Rate Rider with Interest Only Payment Period is made this 16th day of June, 2006,

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Adjustable Rate Note ("Note") to

BNC MORTGAGE, INC., A DELAWARE CORPORATION

, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5552 AUSTIN AVE, CHICAGO, IL 60630

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

THE NOTE AND ITS ADDENDA CONTAIN PROVISIONS ALLOWING FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

INTEREST ONLY PERIOD.

The Note and its Addenda provide for an initial period of monthly payments of interest only, in the amount of \$ 2,566.50, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANCES.

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

I. Sections 3 and 4 of the Note as modified by its Addenda provide for sixty (6), payments of interest only ("Interest Only Period") at the interest rates determined in accordance with Sections 2 and 4 of the Note. Sections 3 and 4 of the Note are modified as follows:

3. PAYMENTS

(A) Time and Place of Payments.

I will pay interest during the interest Only Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payments on the first day of each month beginning on August 1, 2006

. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may own under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If on July 1, 2036 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at OOMC, Attn:Payment Processing, P.O. Box 44042,

Jacksonville, FL. 32231-4042 , or at a different place if required by the Note Holder.

	,					, 01 4	it a difficien	it place	n requi	cu by the	TVOIC .	Holder.
Interest	Only	Adj.	Rate	Note	Rider						Rev.	102703
						Page 1 of 3	3					
BHADJRI						Borrower Initials	50					_

0618620182 Page: 4 of 6

UNOFFICIAL COPY

(B) Amount of My Interest Only Payments.

The first **twenty-four** (24) monthly payments will be in the amount of U.S. \$2,566.50, which equals one twelfth 1/12) of the amount of yearly interest due on the principal at the initial rate. These payments are called "Interest Only Payments."

No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal amount of this Note. Additional payments of principal may be made in accordance with Section 5 of the Note.

(C) Monthly Payment Changes.

After the Interest Only Period, changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEGEST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates.

The interest rate I will pay may change on the first day of July, 2008, and on that day every 6th month the reafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index.

Beginning with the first Change Dr. e, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. sollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me no ice of this choice.

(C) Calculation of Changes.

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six And 100/1000 percentage points

(6.100 %) to the Current Index. The Note Holder will then Sund the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Vacuity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes.

The Interest rate I am required to pay at the first Change Date will not be greater than 11.850 % or less than 8.850 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 00/100 percentage point(s) (1.00 %) from the rate of interest, have been paying for the preceding 6 months. My interest rate will never be greater than 15.850 % or less than 8.850 %.

(E) Effective Date of Changes.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Interest	Only	Adj.	Rate	Note	Rider			 	Rev.	102703
	•	J				Page 2 of 3				
BHADJR2						Borrower Initials	5/	 - 1		

0618620182 Page: 5 of 6

UNOFFICIAL COPY

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

All other provisions of the Note and any Addenda are unchanged by this Addendum to Note for Interest Only Payments and remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only

Payment Perio? Addendum.		·
Sutt [(Seal)	(Seal)
SCOTT CHAROLYPITAKS		
- 15/2	(Seal)	(Seal)
	2~	
	(Seal)	(Seal)
	0/	
	(Seal)	(Seal)
	4/2	
	t only period I will not be reducing which may be made in accordance wit	
After sixty (60) payments if I only	made my minimum payment, my prim	ccipal balance will not be reduced.
1		
SCOTT CHAPOENWEAVE	(Seal)	(Seal)
SCOTT CHAROENPITAKS		0.
	(Seal)	(Seal)
		C
	(Seal)	(Coal)
	(3641)	(Seal)
***************************************	(Seal)	(Seal)
Interest Only Adj. Rate Note R	ider	Rev. 102703
- "	Page 3 of 3	
BHADJR3	Borrower Initials SC	

0618620182 Page: 6 of 6

PROPERTY LEGAL DESPRIPOFFICIAL COPY

LOT 2 IN SNELLING AND HAYDENS SUBDIVISION OF LOTS 1 TO 20 BOTH INCLUSIVE IN BLOCK 1 IN SUBDIVISION OF BLOCKS 1 AND 2 IN HOWELL'S SUBDIVISION OF THE EAST 12 ACRES (NORTH OF RAILROAD) OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1929 AS DOCUMENT NO. 10355926, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

13-08-107-019

Property of Country Clerk's Office