86315884

# 70-52-907 DF (Decknye) This instrument prepared by and should be returned to:
CATHY BRADI
The First National Bank of Chicago.
Two First National Plaza
Chicago, Illinois

(33)

**BOX 305** 

[Space Above This Line for Recording Date]

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on JULY 07, 19. 86

The mortgago is SYNG KIM AND JANE J. KIN, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670

("Lender"). Borrower over Lender the principal sum of ONE HUNDRED FIRST, THOUSAND AND NO /100.

Dollars (U.S. S. 1500/20.00.). 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 AUGUST 01. 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragrap 17 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:

LOTS 139 IN BLOCKS 11 IN CHARLEMAGNE UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 30. TOWNSHIPP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1978 AS DOCUMENT 24411420, IN COOK COUNTY, ILLIPOIS.

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PROPERTY INDEX NO.: 02-30-109-001-0000

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 Security 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.

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22. Valvet of Homestead. Borrower waives all right of homestead exemption in the Property.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Secur-
limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
to collect the rents of the Property including thuse past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not
by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and
20. Lender in Possession. Upon acceleration inder paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or
expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all
default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and
the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the
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
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
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 or before the date specified in the notice aball further inform Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform
notice is given to borrower, by which the default must be cured; and (d) that tailure to cure the detautt 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 Instrument,

If Lender required mor gareinsurance as a condition of Baking the loof secured by this Security Instru-ment, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable

8. Inspection. 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 inspec-

9. 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 conveyance 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 this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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 total 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor

offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to 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 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 I and 2 or change the amount

of such payments

10. Borrow'r Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lander shall not be required to commence proceedings against any successor in interest or refuse to extend time or payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any of nend made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or

11. Successors and Asrigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Inscrument shall bind and benefit the successors and assigns of Lender and Borrower, agreements of this Security Instrument shall hind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Justrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and covey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any 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.

12. Loan Charges. If the loan secured by his Security Instrument is subject to a law which sets maximum to conclude that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted (mits, then: (a) any such loan charge shall be reduced by the

in connection with the loan exceed 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 Borrower which exceeded permitted limits will be refunded to borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a diec payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment warpin any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enally acut or expiration of applicable laws has the effect of rendering any provision of the Note or this Security.

its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in

the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designate. by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall by 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 e. a 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 acceleration. 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 Bor-

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 had no application approach (b) assume that the Note had no application approach (b) assume that the Note had no application approach (b) assume that the Note had no application approach (b) assume that the Note had no application approach (b) assume that the Note had no application approach (b) assume that the Note had not applied to the Note had no application approach (b) assume that the Note had not applied to the Note had not and the Note had no acceleration 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 paragraphs 13 or 17.

from Lender to Borrower requesting payment.

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

have to do so.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title shall not merge unless Lender states of the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property condemnation which has priority over this Security in the Property. Lender's actions may include paying easonable attorneys' fees and enterwhich has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and enterwing or the Property to make repairs. Although Lender's action under this paragraph 7, Lender does not have to do so.

of the payments, if under paragraph 19 the Property is acquired by Lender, Borrower's right to 2ny insurance policies and proceeds resulting from damage to the Property prior to the acquisition.

of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Lesseholds. Borrower shall not destroy, damage or

Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which Lender requires. The insurance carrier providing the insurance of the insurance carrier providing the insurance of Lender shall not be unreasonably withheld.

Clause, Lender shall neve the right to hold the policies and renewal. If Lender requires, Borrower shall promptly give to Lender shall seve the right to hold the policies, In the event of loss, Borrower shall promptly give to Lender shall except to the insurance carrier and Lender. Lender may make proof of .o.s. if not made promotify by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is not economically feasible or Lender's security insurance proceeds shall be applied to the enums secured by this Security Instrument, which is 30 days a notice from excess paid to Borrower. If Borrower abandons the Property, or does not answer with in 30 days a notice from excess paid to Borrower. If Borrower abandons the Property or to pay sums secured by this Security Instrument, which is 30 days a notice from 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 trincipal shall not whether or not then due the formit say approach 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 I and 20 or clange the amount extender may use the due date of the monthly payments referred to in paragraphs I and 20 or clange the amount of the payments. If under pasagraph I 9 the Property is acquired by Lender, Borrower's right to any insurance policies.

all notices of amounts to be paid under this paragraph. Il borrower makes these payments directly, borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge are then which has priority over this Security Instrument unless Borrower er; (a) agrees in writing to the payment of the chigation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defend regainst enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien as agreement suisfactory to Lender aubordinating the lien to this Security Instrument, Lender determines that any part of the Jroperty is subject to a lien which may attain priority over this Security Instrument, Lender may give borrower and caption of the giving of notice.

5. Hazard Insurance. Borrower shall be man accent now existing or netestier erected on the Property insurance aball be maintained in the amounts and for the periods that for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires insurance earner providing the insurance carrier providing the insurance and for the periods that

4. Charges, Liens. B. v.ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may att in priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obilg strions 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 paid under this paragraph. If Borrower makes these payments directly, Borrower shall notices of amounts to be paid under this paragraph. If some makes these payments directly, borrower shall have the directly, borrower shall have the directly, borrower shall have the directly.

by Lender at the 'line' of application as a credit against the source of this second, to prepay and the source of application as a credit against the source of this second, to prepayment the last and a second, to prepayment charges and er paragraphs i and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; aecond, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held spall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender, and Lender at the sums secured by this Security Instrument.

a charge. Borrower and Lender may agree in writing that microst shall not be required to pay Borrower any interest of earnings 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 debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the eacrow items, shall exceed the amount required to pay the escrow items when due, excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the funds held by Lender is not sufficient to pay the escrow items when due, are some of Funds. If the amount of the funds held by Lender is not sufficient to pay the escrow items when due, the Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as the funds. If the amount of the funds held by Lender is not sufficient to pay the escrow items when due, the former shall pay to Lender any amount necessary to make up the deficiency in one or more payments as the pay to Lender and a second the funds. If the amount of the funds held by Lender is not sufficiently lender. escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items. Lender may not charge for holding and applicable law permits Lender to make such a charge. Borrower and Lender in a streement as charge. Borrower and Lender in a streement as charge. Borrower and Lender may agree in writing that interest shall not be required to pay Borrower any interest or is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or

when due the Mote.

2. Fands 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Insurance on the day montgage insurance premiums, if any. These items are called "escrow items." Lender may premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may arisin priority over this Security premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may arisin the bread in an institution the deposits or accounts of luture escrow items.

The Funds shall be held in an institution the deposits or accounts of luture escrow items. Itederal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the federal or state agency (including Lender if holding and applying the Funds, analyzing the account or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items. Lender may not charge for holding and applying the Funds, analyzing Lender to redifying the escrow items.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges when due the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges

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(	IS ADJUSTABLE RATE RIDER		ind is interpetated in	nto and shall t	7TH day of be deemed to an	nend and
Borrower's	int the mortgage of the same is Adjustable Rate Note ("Note the property described in the	e") to The First N	lational Bank of Chi			
	3820		GNE DRIVE HOFFMA	N ESTATES,	ILLINOIS 60	195
THE NOTI	E CONTAINS PROVISIONS A	LLOWING FOR	CHANGES IN THE	INTEREST RA	ATE AND THE M	ONTHLY
The Note pro	ovides for an initial interest rate of a follows:	7.750 % Sec	tion 4 of the Note provide	s for changes in	the interest rate and t	the monthly
"4. INTE	REST RATE AND MONTHLY P	AYMENT CHANG	BES			
(A)	General.					
The int	terest rate , hay will change based on mo	ovements of the Index	(described in Section 4(C	i) and rate change	e limitations (describe	d in Section
(B)	Changy Dates.					
change is call	lerest rate I pay 'n' y thange on the first i led a "Change D∡ie" Since interest is co t Change Date					
(C)	The Index.					
Seginn	ing with the first Change Orta, my inter		-	no Bullay xebnl on	the first Change Date	cannot be
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market, as pu Reserve Bank	idex" is the monthly average yield, expr iblished in the Federal Reserve's statistic tof Chicago. The new rate for each six tr t. If the Index ::	al reliase H-15 and the harmon will be ba	he Federal Reserve Bulleti ised on the most recent inc	n and as available dex available at th	from the Lender and e end of the month pro	the Federal
(D)	Calculation of Changes.	0/				
	each Change Date, the Note Holder will be limits in Section 4(E). The result will				to the Index. The Note	Holaer will
	ach interest rate change, the Note Holde nts by the maturity date. I will be notif					
(E)	Limits on interest Rate Char	<u>1908</u> .	40.		2	
points. On any	first Change Date, the interest rate will r y Change Date after the first Change Da t or by less than one-tenth of one (0.1	ate, the interest rate v	vill not increase or decreas	forth in Section 2 I e from the rate in	by more than ( effect by more than o	percentage ine (1) per-
During t	the life of the loan, the interest rate will n	ot increase from the ir	oitial rate set forth in Section	n 2 by more than	percent	age points
(F)	Effective Date of Changes.					
	vinterest rate will become effective on e ch Change Date until the amount of m			lev monthly paym	ent on the first month	ly payment
(G)	Notice of Changes.			0,		
	te Holder will mail me a notice of any rate quired by law."	o change at least 25 d	ays before there is a chang	e in my moi thly r	ayment. This notice wil	linclude all
By sign	ing this ADJUSTABLE RATE RIDER TO	MORTGAGE, Borros	ver acknowledges all the	terms hereof.	6	
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			SACK KIN		Borrower	

Sign Original Only

|Seat|

Borrower

Property of Cook County Clerk's Office

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# ADDENDUM TO: ADJUSTABLE RATE RIDER TO MORTGAGE (CONVERSION TO FIXED RATE LOAN)

This ADDENDUM ("Addendum") to Adjustable Rate Rider to Mortgage is made

this 7TH day of JULY , 1986 and is incorporated by reference into and amends and supplements (i) the rider ("Rider") executed by the undersigned to The First National Bank of Chicago ("Bank") and dated the date hereof and (ii) the mortgage ("Mortgage") which is also executed by the undersigned to the Bank and dated the date hereof.

All of the provisions of the Rider and the Mortgage are incorporated by reference into this Addendum and all terms used in this Addendum which are defined in the Adjustable Rate Note ("Note") which secures the Mortgage shall have the meanings given in such Note. In addition to the covenants and agreements made in the Mortgage, the Note Holder and I further agree as follows:

#### A <u>Terms</u>.

Subject to the terms of this Addendum, I may choose to convert my adjustable rate of interest on the Note to a fixed rate of interest on any Conversion Date by sending the Note Holder a written notice requesting that the conversion be made. Only one such written request is permissable. The request must be received by the Note Holder at least 60 days prior to the Conversion Date. The "Conversion Date" is any January 1 or July 1 between the 25% and the 59th regularly scheduled payments on the Note.

After receipt of my request, the Note Holder will send me a written notice advising me (a) what fixed rate is available to me based on the fixed rate in effect for conventional, rix ad rate, 30 year mortgage loans offered by the Note Holder at the time my request is received, (b) the payment amount sufficient to repay the principal balance of the loan over the remaining term of the original note, and (c) the documentation which must be completed by me at log (t. 1) business days before the Conversion Date.

Notwithstanding anything to he contrary in this Addendum, if the Note Holder determines that there are no comparable terms offered on the date my request for conversion is received or if properly completed documents have not been received by the Note Holder within the time frames specified above, I will not have the option to convert. The Note Holder also reserves the right to review my credit worthiness before permitting the conversion. Further, I understand that I cannot be in default under the terms of the Note and I must continue to occupy the property which secures the Note as my primary residence.

#### B Payment of Conversion Fee.

If I convert my adjustable Interest rate to a fixed in cere, trate as provided herein, I will pay the Note Holder, in addition to the Note Holder's custom-

ary closing and title insurance fees, a conversion, the equal to ONE AND ONE-HALF

(1-1/2 %) of the principal amount of the Nove local has not been paid as of the Conversion Date. I will pay all such fees on or before the Conversion Date.

#### C Determination of New Payment Amount.

After the Conversion Date, the Note Holder will determine the an ount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. This will be the new amount of my monthly payment. The Note Holder will notify me of this amount and all other information required by law. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment, and the interest rate I pay will not change from the fixed rate of interest rate like Conversion Date.

#### D Certain Terms of Note no Longer Applicable.

If the conversion feature described in this Addendum becomes effective, the provisions of Section 4 of the Note shall cease to be effective as of the Conversion Date and the interest rate will be fixed as agreed by the parties.

By signing this ADDENDUM TO ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrices to #31 the terms hereof.

Botrower

Seall

**Seal** 

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Borrower

ISIGN ORIGINAL ONLY!

REO 71911-1 CB

Property of County Clerk's Office