

# UNOFFICIAL COPY

Form 301A 12/83

LIMITED WARRANTIES BY JURISDICTION TO CONSTITUTE A MORTGAGE SECURITY INSTRUMENT GOVERNING REAL PROPERTY.  
THIS SECURITY INSTRUMENT COMBINES SEVERAL DOCUMENTS FOR FURTHER USE AND NON-USE WITH COVENANTS WHICH  
FORWORLDWIDE COVENANTS THAT FAVORABLY SETFORWARD OF THE PROPERTY AGREEMENTS AND DEMANDS, SUBJECT TO ANY  
MORTGAGE, GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD,  
APPLICABLE TO PART OF THE PROPERTY. ALL REPLEVINS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE  
HEREAFTER LISTED, RENTS, ROYALTIES, MINERALS, OIL AND GAS RIGHTS AND PROPS, WATER RIGHTS AND STOCK AND ALL TAXES NOW OR  
LATER PAYABLE ARE REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".  
TODAY THIS WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL EASEMENTS, RIGBTS,

IMMOLES ..... 60028 (or Code) ..... (Property Address) GLENVILLE (or)

1988 FEB 18 PM 12:28 88070387

COOK COUNTY, ILLINOIS FILED FOR RECORD

NUMBER 23

THIS MORTGAGE IS BEING RECORDED  
TO CORRECT AN OMISSION IN PARAGRAPH  
04-33 - 800 - 010 - 0000  
ADDITIONS:  
04-33-800-010-0000  
ADDITIONS:

OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS  
THE PLAT THEREOF RECORDED ON SEPTEMBER 17, 1986 AS DOCUMENT 86-4199, 647 IN THE  
TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
LOT 23 IN MEADOWOOD, BEING A SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION

UNITED STATES OF AMERICA, WHICH PROVIDES FOR MONTHLY PAYMENTS  
PAID EARLIER, DUE AND PAYABLE ON NOVEMBER 1, 2017. THIS SECURITY INSTRUMENT  
DACTED THE SAME DATE AS THIS SECURITY INSTRUMENT ("NOTE"), WHICH THE LENDER WILL DEFER, IF NOT  
PAID, UPON DEMAND, WHICH PAYMENT IS DUE AND PAYABLE ON NOVEMBER 1, 2017. THIS SECURITY INSTRUMENT  
LOCATED IN ..... COUNTY, ILLINOIS.  
BORROWER OWES THE LENDER THE PRINCIPAL SUM OF TWENTY HUNDRED AND NO/100 DOLLARS (\$200,000.00).  
P.O. BOX 989, COUNCIL BLUFFS, IOWA 50525. THIS SECURITY INSTRUMENT IS EVIDENCED BY BORROWER'S SIGNATURE  
UNDER THE LAWS OF ..... UNITED STATES OF AMERICA ..... AND WHOSE ADDRESS IS ..... 1100 WATKINS STREET,  
FINANCIAL, FEDERAL ("BORROWER"). THIS SECURITY INSTRUMENT IS GIVEN TO ..... GREAT

1987. THE MORTGAGE ("SECURITY INSTRUMENT") IS GIVEN ON OCTOBER 8.

MORTGAGE \$18.00

(Space Above This Line for Recording Data)

87540078

88070387

1987 OCT - 6 PM 12:37 87542078  
FILED FOR RECORD  
COOK COUNTY, ILLINOIS

8 7 5 4 2 0 1 8

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

19. **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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. **Lender in Possession.** Upon acceleration under 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 by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those 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 limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify): Addendum to the Adjustable Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

JANG HWAN CHO .....(Seal)  
\_\_\_\_\_  
—Borrower

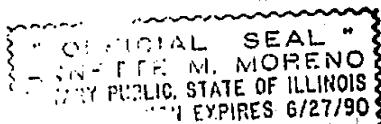
JUNG SOON CHO .....(Seal)  
\_\_\_\_\_  
—Borrower

(Space Below This Line for Acknowledgment)

State of Illinois :  
County of DuPage :

Signed before me this 2nd day of October 1987 by Jang Hwan Cho and Jung Soon Cho, husband and wife.

Anita M Moreno,  
Notary Public



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18. **Borrower's Rights to Remedies.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest discontinued in any time period or to the earlier of (a) 5 days (or such other period as applicable law may permit for resumption and cure) following payment in full of the principal and interest due hereunder plus all costs and expenses of collection, or (b) entry of a judgment in favor of Borrower in this suit for recovery of the principal and interest due hereunder plus all costs and expenses of collection, or (c) entry of a decree of injunction suspending this Security Interest in whole or in part for a reasonable time period to any power of sale contained in this instrument or for resumption and cure of any default under this instrument.

If the member exercises his option, he will give his notice of acceptance within 30 days from the date of the notice, otherwise it will be deemed accepted.

17. Transfer of the property of a beneficial interest in property. If all or any part of the property of any person is sold or transferred to another, it will be necessary that the transferor has the right to dispose of the property.

**13. Coverage/Non-Lawyers' Segregation.** This Security Instrument shall be governed by the general law and the law of the jurisdiction in which Propriety is located. In the event that any provision of clause of this Security Instrument or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or Note and may be deemed to be removable.

14. Notices. Any notice to Borrower provided for in this Security Interest shall be given by delivery in or by mailing it by first class mail unless otherwise specified in this instrument.

13. **Lagulation Attenuation Leander's Rhythms.** If enucleated, or application of upaplicable laws the effect of rendering any provision of this Note or this Security Instrument incompatible to its terms, Leander, in his option, may require immediate payment in full of all sums secured by this security instrument and may invoke any remedy permitted by paragraph 19. If Leander exercises this option, Leander shall take the steps specified in the second paragraph of paragraph 17.

12. **Loan Charges.** If the loan secured by this Security Instrument is subservient to a loan which sets maximum loan charges, and that loan is finally interpreted so that the interest or other loan charges collected or to be collected 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

11. Successors and Assets Bound; Joint and Several Liability; Co-signers. The co-contractors and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 7. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument in his or her individual capacity shall be liable only for his or her personal obligations. This Security Instrument shall be binding upon the heirs, executors, administrators, and successors of Lender and Borrower, notwithstanding any provision to the contrary contained in any will, trust, or other document.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect the proceeds, either to restoration or repair of the Property or to life sums secured by this Security Instrument, whichever of the two due.

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, the proceeds shall be applied to the market value of the property immediately before the taking. Any balance shall be paid to Borrower.

8. **Inspection.** Lender or its agent may make reasonable inspections upon and inspectable law.  
insurable term insurance in accordance with Borowers written agreement or applicable law.  
any condition or any part of the Property, or for damage, direct or consequential, in connection with  
any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation,  
any condemned portion of any award of damages, direct or consequential, in connection with  
any condemnation or other taking of any part of the Property, or for compensation in lieu of  
any condemned portion of any award of damages, direct or consequential, in connection with  
9. **Condemnation.** The proceeds of any action for damages, direct or consequential, cause for the inspection,  
shall give Borrower notice in writing upon and inspectable law.  
shall give Borrower notice in writing upon and inspectable law.  
Lender under

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

**1. 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 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or 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 due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the 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, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations 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 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 payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against 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 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. Hazard 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 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.

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 balance 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 19 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. 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 a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to 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 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.

5/25/2017  
SAC-120717

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Unified Covenants 17 of the Security Instrument is amended to read as follows:

11. TRANSFER OR THE PROPERTY OR A DEMERGENCEAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in my interest rate, the like amount of my monthly payments before date of any change.

(iii) Effective Date of Changes  
Any new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payments beginning on the first monthly payment date after the Change Date until the amount of my monthly payments again.

The trade balance will then determine the amount of new money needed to settle the unpaid principal payments. The result of this calculation will be the new amount of my monthly payments.

Before each Change Date, the Note Holder will calculate my new interest rate by adding  $\frac{2}{3}$  percentage points ( $0.666\ldots\%$ ) to the Current Index. The Note Holder will round the result up to the nearest one-eighth (e.g.,  $0.125\%$ ) to the next Change Date.

(C) Calculation of Changes  
Information. The Note Holder will give the notice of this choice.

The “Current Index” is the monthly publication of the Federal Reserve Board. The index consists of 500 stocks selected from the New York Stock Exchange, the American Stock Exchange, and the Nasdaq market. The index is rebased quarterly, with the base date being the third Friday in June of each year. The current index is available as of the date 45 days before each Change Date is called “Current Index.”

(ii) The Index is based on historical data, it is necessary to adjust it to a consistency of 1 year, as made available by the average price of listed Stocks.

The intercept rate will pay may change on the first day of November, 1988, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

387 M. INTEREST RATE AND MONTHLY PAYMENT CHANGES monthly payments, as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  
and lender further agrees as follows:

**POWERFUL MUSI-HAY!**

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 BOR-

3060 GLENVILLE ROAD, GLENVILLE, MICHIGAN 69025 [Property Address]

THIS ADJUSTABLE RATE RIDER is made this 1<sup>st</sup> day of October, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgag e, Deed of Trust or Security Agreement into which the Lender(s) and Borrower(s) have agreed to the same date given by the Undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") of the same date given by the Undersigned (the "Lender") at the same place and location as the Security Instrument (the "Instrument"). The Lender and Borrower shall be bound by the terms and conditions of this Agreement as if it were a part of the Note.

ADJUSTABLE RATE RIDES 3 7 1 Year Treasury Index - Rate Caps)

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Property of Cook County Clerk's Office

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SUSAN C. BROWN

88070387

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate  
Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases  
Borrower in writing.  
Lender and Borrower will agree to keep all the promises and agreements made in the Note and in this Security  
Instrument that obligates the transferee to pay when an assignment agreement is made in the Note and in this Security  
Instrument. Lender may also require the transferee to keep all the promises and agreements made in the Note and in this Security  
Instrument that obligates the assignee to pay when an assignment agreement is made in the Note and in this Security  
Instrument. Lender's consent to the assignment of the Note and this Security Instrument does not affect the rights of  
the Note assignee to collect the amount due on the Note and this Security Instrument from the Borrower.  
To the extent permitted by applicable law, Lender may charge a reasonable fee based on Lender's costs and expenses  
of collection or otherwise in connection with Lender's efforts to collect the Note and this Security Instrument.  
Borrower may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.  
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.

JUAN IRIBARREN CHIO  
Borrower

JUAN IRIBARREN CHIO  
Borrower

*Juan Iribarren Chio*

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Program 21ARLD  
Revised 8-87

Lincolumn Service Corporation LSC (87-42)

(Fixed Rate Conversion Option)  
Addendum to Adjustable Rate Rider

The Note Holder may, at its own option and expense and prior to approval of the conversion, require a new appraisal to verify the property value has not declined and that the new LTV (hereinafter "New LTV") has not correspondingly increased. I understand that the new LTV was converted to convert the Note to a new LTV exceeds that I may not be allowed to convert the Note to a new LTV if the original loan amount by the lesser of the appraised value or the sales price of the property which is the security for the Note. The New LTV is the percentage calculated by dividing the unpaid principal balance of the Note on the Notice Date by the new value of the property which will be determined as of a date between the Notice Date and the Conversion Date selected by the Note Holder. I agree that the Note Holder may rely on the new appraisal in computing the New LTV.

### 3. Appraisal

If the higher than the interest rate on the Note before the Conversion Date will be more than two percentage points (2.00%) higher than the imprecise rate on the Note after the Conversion Date will be responsible to pay my to the Note Holder information necessary to complete an update credit review. I will be responsible to pay my to the Note Holder expenses incurred by the Note Holder in the preparation of the update credit review. I understand that I may not be allowed to convert my Note to a fixed interest rate if I do not meet the Note Holder's credit standards.

### 2. Conditions Requiring New Credit Review

The Note to a fixed interest rate only if all the conditions in this Addendum including those in Section A are met. Benefits listed in the Borrower, the trustee hereinafter ("New Borrower"), may be allowed to convert the Note Holder's written consent pursuant to the Section instrument entitled "Transfer of the Property or a Frame in Specie"; and (b) if all or any part of the property or any interest therein has been assumed within the time sign and give the Note Holder ready-reckoned to effect the conversion within the time conversion date plus 30 days. I must pay the Note Holder a conversion fee equal to .75% of one percent (.75%) of the unpaid principal of the Note to verify that the loan to value ratio ("LTV") meets the requirements of Section A3 below; (d) by the Note Holder's credit standards; (e) I must cooperate with the Note Holder to allow an updated credit review to be conducted by my primary residence (a); (f) the Conversion Date and on the Conversion Date, it must be conducted credit review to occupy the mortgaged property as my primary residence; (g) on the Note holder to make monthly payments for 15-day delinquency in any month my 30-day delinquencies nor more than one the Note or the Security instrument and later than been in default under the terms of receipt is my obligation being the "Notice Date"; (h) after the Note Date, I must not be in default under the Note Holder's second written notice to the Note Holder regarding my interest rate, the date the Note Holder (a) I must second written notice to the Note Holder regarding my interest rate, the date the Note Holder (b) I must to exercise the Conversion Option, I must first meet certain conditions set forth in "Conversion Date".

I follow with the monthly in which the Note Holder approves my request to convert the Note to a fixed interest rate (the called the "Conversion Period"). The conversion will be effective beginning on the first day of the second month in which Note and ending on the day the Note holder to make monthly payments for 15-day delinquency in any month my 30-day delinquencies nor more than one the Note or the Security instrument and later than been in default under the terms of receipt is my obligation being the "Notice Date"; (b) after the Note Date, I must not be in default under the Note Holder's second written notice to the Note Holder regarding my interest rate, the date the Note Holder (a) I must second written notice to the Note Holder regarding my interest rate, the date the Note Holder (b) I must to exercise the Conversion Option, I must first meet certain conditions set forth in "Conversion Date".

### 1. Option to Convert to Fixed Rate

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate as follows:

A. Fixed Interest Rate Option

The Borrower under the Note is my option to convert from an adjustable interest rate to a fixed interest rate as follows:

Borrower, Trustee, Noteholder and Lender further covenant and agree as follows:

Additional, Covenants, In addition to the covenants and agreements made in the Security instrument and payments under the Note is called the "Note Holder".

Any one who takes the Note, Security instrument, and this Addendum by transfer and who is entitled to receive a benefit under the Note, Lender may transfer the Note, Security instrument, and this Addendum. The Lender or

understands that the Lender may transfer the Note, Security instrument, and this Addendum to another party through assignment and given by the Undersigned (the "Borrower"), to secure Barrower's, Adjustable Rate Note ("Note"), with Addendum to Adjustable Rate Rider Note 1A, GRANT FINANCIAL, LTD., (the "Lender"), and dated the same date as this Addendum, covering the property described in the Security instrument, 1111 NORTHS 60025 (the "Note"), will Addendum to Adjustable Rate Rider Note 1A, GRANT FINANCIAL, LTD., (the "Lender"), and dated the same date as this Addendum, covering the property described in the Security instrument, 1111 NORTHS 60025 (the "Note").

and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the Undersigned (the "Borrower"), to secure Barrower's, Adjustable Rate Note ("Note"), with Addendum to Adjustable Rate Rider Note 1A, GRANT FINANCIAL, LTD., (the "Lender"), and dated the same date as this Addendum, covering the property described in the Security instrument, 1111 NORTHS 60025 (the "Note").

This Addendum to Adjustable Rate Rider is made this 2nd day of October 1987.

(Fixed Rate Conversion Option)

Addendum to Adjustable Rate Rider

# UNOFFICIAL COPY

## 4. New Borrower Conversion Requirements

If the Note has been assumed pursuant to the section of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in the Borrower", the New Borrower may be allowed to convert the Note to a fixed interest rate only when the New Borrower satisfies the conditions of 1(a) and (c)-(g) and the following conditions: (i) on the Notice Date and on the Conversion Date, the New Borrower must intend to occupy the mortgaged property as his primary residence; (ii) on the Notice Date the New Borrower is not in default under the terms of the Note or Security Instrument; (iii) the New Borrower has been obligated to make monthly payments under the terms of the Note for the twelve months preceding the Notice Date and there have not been any 30-day delinquencies nor more than one 15-day delinquency in any monthly payments required during that period; and (iv) all other conditions required by this Addendum for the exercise of the Conversion Option must have been met.

## 5. Calculation of Fixed Rate

My new fixed interest rate will be equal to Bear Stearns Mortgage Capital Corporation's ("Bear Stearns") required net yield as of the date and time of day specified by the Note Holder for 30-year, fixed interest rate mortgages covered by 60-day mandatory delivery commitments rounded up to the nearest one-eighth of one percent (0.125%), plus three-eighths of one percent (0.375%). If Bear Stearns no longer makes this net yield available, the Note Holder will determine my interest rate by using a comparable net yield. I understand that my interest rate upon conversion may exceed my current interest rate by more than 2.00%, and I agree to make interest payments at the new fixed interest rate.

## 6. Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date of the Note at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date unless I pay my Note in full prior to the maturity date.

## B. Transfer of the Property or a Beneficial Interest in Borrower

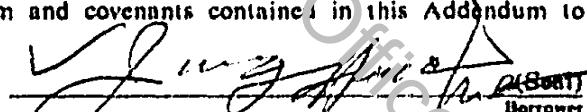
If my interest rate is converted to a fixed rate, the conditions under which I may be required to make immediate payment in full of all amounts I owe under the Note, which are described in the section of the Note captioned "Uniform Secured Note," shall cease to be in effect. Instead, such conditions will be as follows:

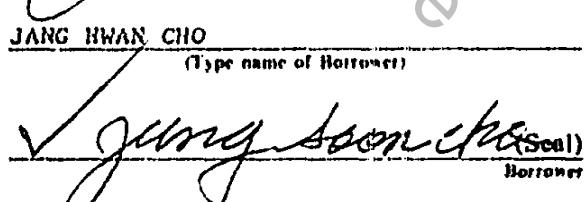
This Note is a uniform instrument with limited limitations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**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 the period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By SIGNING BELOW, I accept and agree to the form and covenants contained in this Addendum to Adjustable Rate Rider.

  
JANG HWAN CHO  
(Type name of Borrower)

  
JUNG SOON CHO  
(Type name of Borrower)