

ment with a lien which has priority over this Mortgage.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust, or other security agree-

related to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other

Borrowers and Lender's written agreement or applicable law. maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to

Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regula-

6. **Preservation and Maintenance of Property; Leasehold; Condominium; Planned Unit Development; Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the**

or to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is

proof of loss if not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

or other security agreement with a lien which has priority over this Mortgage. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust

that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, may require and in such amounts and for such periods as Lender may require.

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 such other hazards as Lender

Mortgage, and leasehold payments or ground rents, if any. assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this

4. **Prior Mortgages and Deeds of Trust; Charge; Lien.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage,

including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note. 3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds Lender may require. Lender shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as

either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

Funds are pledged as additional security for the sums secured by this Mortgage. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of

unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and

pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the Funds, analyzing said account or verifying said assessments and bills, unless Lender

the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are deed of trust if such holder is an institutional lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly

planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

indebtedness evidenced by the Note and late charges as provided in the Note. 1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest

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

89528337

89528337

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 Mortgage. The receiver shall be liable to

MS528337

UNOFFICIAL COPY

This instrument was prepared by
RAYMOND WONG

CHICAGO, IL 60616-1997
(Address)

89528337

MORTGAGE

00-63125

\$17.00

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

THIS MORTGAGE is made this 19TH day of OCTOBER 1989 between the Mortgagor, VAN TAI HUYNH AND TINA HUYNH, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS

a corporation organized and existing under the laws of THE STATE OF ILLINOIS whose address is 222 CERMAK ROAD-ATTENTION BOX #1, CHICAGO, ILLINOIS 60616-1997 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 30,000.00 which indebtedness is evidenced by Borrower's note dated OCTOBER 19, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 1994

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 8 IN WELLS AND GARNER'S SUBDIVISION OF LOTS 13 TO 36 INCLUSIVE IN LUDWIG AND MAGNUS ADDITION TO CHICAGO, SAID ADDITION BEING A RESUBDIVISION OF SCHLACK'S SUBDIVISION OF LOT 1 IN COUNTY CLERK'S DIVISION OF BLOCK 5 OF THE ASSESSOR'S DIVISION OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND 10 FEET NORTH OF AND ADJOINING SAID LOT 1 TOGETHER WITH A STREET VACATED AND LAID OUT IN SAID SUBDIVISION KNOWN AS 33RD STREET EXTENDING FROM THE WEST LINE THEREOF TO THE WEST LINE OF LAUREL STREET, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS

REC-6 PM 2:47

89528337

17-32-217-161-0000

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which has the address of 3262 SOUTH MORGAN CHICAGO Illinois 60616 (herein "Property Address"); (Street) (City) (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

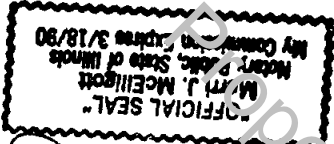
ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

Handwritten notes: 42874 7328491 RB

UNOFFICIAL COPY

(Space Below This Line Reserved for Lender and Recorder)



1974 10 19

NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS
111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
ATTN: ROBERTO BORGES AND RON ROBINSON

RECORD AND RETURN TO:

My Commission expires:

Given under my hand and official seal, this 19th day of October, 1989, I, Notary Public, M. J. McElligott, do hereby certify that VAN TAI HUYNH AND TINA HUYNH, HIS BAND AND WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, County ss:

(Sign Original Only)

(Seal) _____
-Borrower
(Seal) _____
-Borrower
(Seal) _____
-Borrower
(Seal) _____
-Borrower
VAN TAI HUYNH
TINA HUYNH

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

89528337

DUE-ON-TRANSFER RIDER 00-63125

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 19TH day of OCTOBER

19 89, 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 Borrower's Note to NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS

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

3262 SOUTH MORGAN, CHICAGO, ILLINOIS 60616

[Property Address]

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

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. 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.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

(Seal) VAN THAI HUYNH

(Seal) TINA HUYNH

(Seal)

(Seal)

Property of Cook County

UNOFFICIAL COPY

59528337

UNOFFICIAL COPY

Property of Cook County Clerk's Office

17-32-217-161-0000

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

TINA HUYNH
VAN TAI HUYNH

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Security Instrument.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the

of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any Lender shall not be required to exercise its rights under this paragraph F.

Borrower has not executed any prior assignment of the rents and his not and will not perform any act that would or Lender's agent on Lender's written demand to the tenant.

and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender benefit of Lender only, to be applied to the sums secured by the Security Instrument. (ii) Lender shall be entitled to collect if Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for

assignment and not an assignment for an additional security only. of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute breach of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property to pay the rents to Lender or Lender's agent. However, prior to Lender's Notice to Borrower of Borrower's Property. Borrower authorizes Lender or Lender's agent to collect the rents and revenues and hereby directs each tenant

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

which insurance is required by Uniform Covenant 5.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

3262 SOUTH MORGAN, CHICAGO, ILLINOIS 60616
(Property Address)

of the same date and covering the property described in the Security Instrument and located at:
NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS
(the "Lender")

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 Borrower's Note to

This 1-4 FAMILY RIDER is made this

19TH day of OCTOBER, 1989

1-4 FAMILY RIDER
Assignment of Rents

75852588

UNOFFICIAL COPY

Property of Cook County Clerk's Office

**BALLOON RIDER
(CONDITIONAL MODIFICATION & EXTENSION OF LOAN TERMS)**

THIS BALLOON RIDER is made this _____ day of _____, 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 NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS

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

3262 SOUTH MORGAN
CHICAGO, ILLINOIS 60616

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 MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to extend the Maturity Date to _____, and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension 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.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension 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 cannot 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 Modified 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 as provided in Section 5 below.

3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of the day that the Note Holder receives notice of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payments (every month until the Note is fully paid).

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

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 sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension 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 that I must notify in order to exercise the Conditional Modification and Extension Option. I must meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and 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 Modified 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 note modification and Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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

[Signature]
VAN TAI HUYNH
Borrower
(Seal)

[Signature]
JINA HUYNH
Borrower
(Seal)

[Signature]
Borrower
(Seal)

[Signature]
Borrower
(Seal)

89528337

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