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Data ID: 716

Loan No: 01892843
Borrower: LINH D. NGUYEN

Permanent Index Number: 10-35-303-065

Prepared by: Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to: ACCUBANC MORTGAGE CORP.
1 EAST 22ND STREET, #600
LOMBARD, ILLINOIS 60148

93516509

93516509

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 21st day of June, 1993.
The mortgagor is LINH D. NGUYEN, AN UNMARRIED MAN

This Security Instrument is given to THE CHIEF FINANCIAL GROUP, A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 1870 ROSELLE ROAD, SUITE 107, SCHAUMBURG, ILLINOIS 60195

(“Borrower”).
Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTY FIVE THOUSAND and NO/100----Dollars** (U.S. \$ 185,000.00). 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 July 1, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOTS 16 AND 17 IN BLOCK 4 IN LINCOLN AVENUE GARDENS SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1927 AS DOCUMENT 9548961, IN COOK COUNTY, ILLINOIS.

PIN # 10-35-303-065

93516509

• DEPT-01 RECORDING \$31.50
• 711111 TRAN 0580 07/06/93 16:02:00
• 60254 4 - 93-516509
• COOK COUNTY RECORDER

which has the address of 6720 HAMLIN AVENUE,

Illinois

60615
(Zip Code)

(Street)

LINCOLNWOOD,

(City)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All 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 seized 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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6. **Description, Preservation, Maintenance and Protection of the Property; Borrower's Liability; Application of the Proceeds;** Borrower shall use the Property to conduct its business in a safe and proper manner and shall not damage or impair the Property to deteriorate, or commit waste on the Property.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of the premium plus the security instrument immediately prior to the application.

Leases, Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of leased premises and fixtures, except that any balance paid by lessor in loss or damage resulting from fire or other casualty will be retained by lessor.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

In Lenders' opinion, such shall not be unreasonably withheld. It shall not be necessary to demand payment to Lenders' satisfaction before Lenders' right to receive payment under this Article 7.

Borrower shall promptly discharge any debt which has priority over this instrument unless Borrower (a) agrees in writing to the payee of the obligation described by the letter in a manner acceptable to Lender or (b) consents in writing to the payee of the obligation described by the letter in a manner acceptable to Lender.

recesses preceding the payments.

Property which may attain priority over the Secured Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations as they arise, and Borrower shall promptly furnish to Lender notices of amounts due him from time to time directly to the person and party named in paragraph 2, or if no paid in this manner, Borrower shall promptly furnish to Lender notices of amounts due him under this Agreement. Borrower shall promptly furnish to Lender notices of amounts due him under this Agreement.

3. Application of This Agreement. Unless applicable law provides otherwise, all payments received by Lenient under paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to any late charges due under the Note; fourth, to principal due and last, to any late charges due under the Note.

4. Charges to Lenders. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

If the assignment is made in full or in sums exceeding by less than instrument, Lender shall promptly refund to Borrower any Funds held by Lender under paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply any Funds held by Lender in the time of acquisition or sale as a credit against the sums received by Lender under this instrument.

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in any time is not sufficient to pay the Excess items when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months at Lender's sole discretion.

basis of current data and reasonable estimates of expenditures of future Escrow items of otherwise in accordance with

Ранній розклад відповідей на питання про зміни в екологічному стані та вимоги до діяльності

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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 designates 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 be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

18. Borrower's Right to 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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13. Loan Charges. It the loan accrued by this SecuritY instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests or other loan charges collected or to be collected in charges, under the Note or by making a direct payment to Borrower. If a reduced reduces principal, the reduction will be treated as a partial prepayment without any precharge under the Note.

11. Borrower Not Responsible For Reparations By Lender Not A Walliver. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or any successor in interest of Borrower for the payment of the amounts due under this Security Instrument.

If the sums are then due, whether or not the condition is fulfilled by Lender to Borrower than the condominium offers to make an award in claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect the proceeds, in its opinion, without regard to the nature of the property or to the sums secured by this Security Instrument, whether or not then due, to restore it to the original place of possession the due date of the monthly payments referred to in paragraphs 1 and 2 of clause 1 and 2 of such documents.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential with any condemnation of any part of the Property, or for convenience in lieu of condemnation unless and until paid to Lender.

Any additional discussions or clarifications by the Purchaser under this paragraph or "Final Accounts Settlement" shall be at the sole discretion of Borrower.

7. Protection of Lennder's Rights in the Property. If Borrower fails to perform the agreements and requirements contained in this Security Instrument, or there is a legal proceeding taken by a government authority affecting Lennder's rights in the property (such as a proceeding in bankruptcy, probate, or condemnation of the title or to enforce laws or regulations), Lennder may do and pay for whatever is necessary to protect the value of the property and Lennder's rights in the property, including the payment of any sums accrued by a lien which has priority over this Security Instrument, and Lennder may do and pay for whatever is necessary to protect the value of the property and Lennder's rights in the property, including the payment of any sums accrued by a lien which has priority over this Security Instrument, and Lennder does not have to do so.

Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the Lien created by this Security Agreement or proceed with all the provisions of the lease. If Borrower secures free title to the Property, the lessee shall not merge unless Lender agrees to the merger in writing.

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24. 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)]

- | | | |
|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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.

X Linh D. Nguyen (Seal)
LINH D. NGUYEN -Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

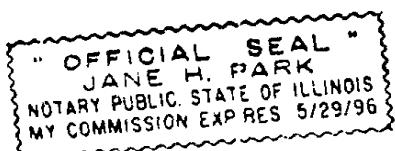
.....(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

State of ILLINOIS
County of COOK

\$
\$

The foregoing instrument was acknowledged before me this 21st day of June, 1998 by
LINH D. NGUYEN



93516599

Jane H. Park
Jane H. Park
Notary Public
(Printed Name)

My commission expires: 5/29/96

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Property of Cook County Clerk's Office

93316509

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Loan No: 01892843
Borrower: LINH D. NGUYEN

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 21st day of June, 1993, 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 THE CHIEF FINANCIAL GROUP (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6720 HAMLIN AVENUE,
LINCOLNWOOD, ILLINOIS 60635
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of July 1, 2023, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing 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 New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New 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 percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New 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 term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING 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 Refinancing 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 Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New 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 New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 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.

.....(Seal)
-Borrower X *Linh D. Nguyen*(Seal)
LINH D. NGUYEN -Borrower

.....(Seal)(Seal)
-Borrower
[Sign Original Only]