

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:  
**OLD KENT MORTGAGE COMPANY**  
1830 E. Paris  
Grand Rapids, MI 49546  
Attn: Final Documents



20833572  
94832854

LOAN NO. 0828426

|Please Above This Line For Recording Data|

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 30, 1994. The mortgagor is NANCY LUONG and VICTOR SAM, WIFE AND HUSBAND ("Borrower"). This Security Instrument is given to FIRST SECURITY MORTGAGE, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1010 JORIE BLVD., SUITE # 324, OAK BROOK, IL 60521 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand Dollars and no/100

Dollars (U.S. \$ 80,000.00). 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 September 1, 2024. 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:

LOT 108 IN ROBERT BARTLETT'S ROOSEVELT ROAD SUBDIVISION, BEING A SUBDIVISION OF CERTAIN LOTS AND PARTS OF LOTS IN WILLIAM ZELUSKY'S TERMINAL ADDITION TO WESTCHESTER IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT 01 RECORDING 1-115 \$37.50  
T#0011 PLAN 3892 09/26/94 11:32:00  
44164 F 11 94-832854  
COOK COUNTY RECORDER

RECORDATION NUMBER: 15-16-319-035  
which has the address of 903 S. NEWCASTLE AVE.  
[Street] WESTCHESTER [City]  
Illinois 60154 ("Property Address");  
(Zip Code)

54832854

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.



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**5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, in Lender's option, declare coverage to protect Lender's rights in the property in accordance with

However, shall satisfy the law or take one of three forms set forth above within 10 days of the giving of notice.

**4. Charges:** Lenses, Borrower shall pay all taxes, assessments, charges, fines and impounds or property, which may attain priority over this Security instrument, and leasehold payments or grants, if any. Property which may attain priority over this Security instrument, and leasehold payments or grants, if any. Borrower shall pay those 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 receipts evidencing the payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note second, to amounts payable under Paragraph 2; third, to interest due and last, to any like charge due under the Note.

Upon payment in full of all sums advanced by this Security Instrument, lender shall promptly refund to borrower any funds held by lender. If, under paragraph 17, lender shall acquire or sell the property, lender, prior to the acquisition of sale of the Property, shall apply any funds held by lender at the time of acquisition of sale as a credit against the sum secured by this Security Instrument.

If the Funds held by Lender shall exceed the amounts permitted to be held by applicable law, Lender shall account to 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 Escrow 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 monthly payments, in Lender's sole discretion.

The Funds shall be used in an institution whose deposits are insured by a federal agency, insurmountably, or entirely (including Lender, if Lender's such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually usually the escrow account, or verify the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service. Unless Lender is connected with this loan, unless applicable law provides otherwise. Unless an agreement is made of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or return a sum received by this Security instrument. The Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debits to the Funds and the purpose for which each is charged, an annual reconciliation of the funds, shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual reconciliation of the funds, that interest shall be paid on the Funds. Lender shall be liable for all sums due to the Funds was made. The Funds, showing credits and debits to the Funds and the purpose for which each is charged, an annual reconciliation of the funds, that interest shall be paid on the Funds. Lender shall be liable for all sums due to the Funds was made.

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") for: (a) yearly taxes and assessments which may affect the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Lender, in accordance with the terms of the Note, may apply this Security instrument as a lien on the property; (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums.

1. Payment of Principal and Interest: Prepayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges.

THIS SECURITY INSTRUMENT contains non-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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**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**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

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in accordance with any written agreement between Borrower and Lender or applicable law.  
 mandatory mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends  
 unless approved by Lender against losses as aforesaid. Borrower shall pay the premiums required by an  
 option of Lender, if coverage insures a period in excess of the period that it underwrites, provided by the  
 premium as a loss reserve in the event of nonpayment of a coverage premium may no longer be required, the  
 paid by Borrower after the insurance coverage based on the validity of the valid insurance premium being  
 holder shall pay to Lender each month a sum equal to one-twelfth of the valid insurance premium being  
 mandatory insurance coverage is available. It is understood and agreed that if coverage is not available,  
 subsequently equivalent to the insurance previously in effect, from an alternate  
 premium required to obtain coverage substantially equivalent to the insurance previously in effect, at a cost  
 season, the insurance coverage required by Lender based on the terms of payment shall pay the  
 security instrument, Borrower shall pay the premiums required to maintain the insurance in effect, if, for any  
**B. Mortgage Insurance.** If Lender requires insurance as a condition of making the loan secured by this

borrower requesting payment.  
 interest from the due date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to  
 this Security instrument, unless Borrower and Lender agree to other terms of payment, these interests shall bear  
 Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by  
 reparts. Although Lender may take action under this paragraph, Lender does not have to do so.  
 Security instrument, appearing in court, paying reasonable attorney's fees and entitling on the property to make  
 rights in the Property, Lender's actions may include paying any sums received by a lien which has priority over this  
 regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's  
 property (such as a proceeding in bankruptcy); probable, for immediate action or to enforce laws or  
 contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the  
**C. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements

the lessor shall and the fee title shall not merge unless Lender agrees to the merger in writing.  
 representations concerning Borrower's occupancy of the Property as a principal residence; if this Security instrument is  
 Lender will try immediately to contact the lessor to inform him of the Note, including, but not limited to,  
 loan application process, gave notice immediately to the Borrower's agent or statement of intent to Lender to provide  
 determined by this Security instrument or Lender's security interest, Borrower shall also be in default if Borrower, during the  
 paragraph 18, by causing the action of proceeding, to be dismissed with a ruling that, in Lender's good faith  
 this Security instrument or Lender's security interest, Borrower may cure such a defect and remanded to  
 Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by  
 Property. Borrower shall be in default if, in his or her otherwise action or proceeding, whether civil or criminal, is begun that in  
 Borrower shall not destroy, damage or, in the circumstances extra which are beyond Borrower's control,  
 shall not be unreasonable withheld, to the date of occupancy, unless Lender otherwise agrees in writing, which consent  
 residence for at least one year before he uses the Property to determine the Borrower's principal  
 Leasedholds. Borrower shall occupy, establish, and shall use the Property as Borrower's principal  
**D. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;**  
 secured by this Security instrument immediately prior to the acquisition.

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 2 of the Property is acquired by Lender, Borrower's right to any insurance policies and  
 proceeds resulting in damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums  
 or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period  
 has offered to settle a claim, then Lender may collect the insurance proceeds, Lender may use the proceeds to repair  
 If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier  
 be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower.  
 restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall  
 of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, If the  
 unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair  
 insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the  
 Lender shall have the right to hold the policies and renewals, If Lender renews, Borrower shall promptly give to Lender  
 All insurance policies and renewals shall be acceptable to Lender and shall include "standard mortgage clause".  
 will begin when the notice is given.

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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:

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**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 recording costs.

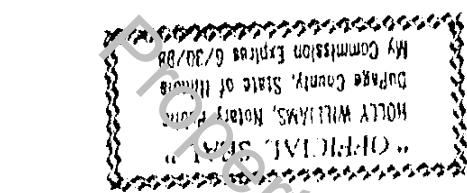
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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165-6-016

ILLINOIS-SINGLE FAMILY-FNMA-FHLMC UNIVERSAL MORTGAGE INSTRUMENT



This instrument was prepared by:

My Commission expires: 11/20/2016

Notary Public

Given under my hand and official seal, this 12 day of July, 1994,  
 free and voluntary act, for the uses and purposes hereinafter set out,  
 before me this day in person, and acknowledged that  
 personally known to me to be the same person(s) whose name(s) above is(are) affixed to the foregoing instrument, appeared

I, the undersigned, Notary Public in and for said county and  
 state do hereby certify that Patricia L. Williams, Patricia L. Williams  
 a Notary Public in and for said county and

County of DeKalb

STATE OF ILLINOIS.

(Space below This line for Acknowledgment)

Social Security Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

(Space below This line for Acknowledgment)

Social Security Number \_\_\_\_\_

(Space below This line for Acknowledgment)

Social Security Number 358-66-9677

(Space below This line for Acknowledgment)

Social Security Number 580-18-3217

(Space below This line for Acknowledgment)

Social Security Number NANCY L. WONG

(Space below This line for Acknowledgment)

Witnesses:

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

- Security instrument. [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Grandparent Rider
  - Biweekly Payment Rider
  - Planed Unit Development Rider
  - Rate Improvement Rider
  - Second Home Rider
  - Balloon Rider
  - Other(s) [Specify]

Amend and supplement the covenants and agreements of each such rider shall be incorporated into and shall  
 with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall  
 24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together  
 amend and supplement the covenants and agreements of each such rider shall be incorporated into and shall

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ADJUSTABLE RATE RIDER LOAN NO. 0028426

(11 Year Treasury Index--Rate Caps--Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 30<sup>th</sup> day of August, 1994, 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 Adjustable Rate Note (the "Note") to FIRST SECURITY MORTGAGE, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

903 S. NEWCASTLE AVE., WESTCHESTER, IL 60154

(Property Address)

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

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

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.1250%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of September, 1994 on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three quarters percentage point(s) (2.7500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.1250% or less than 5.1250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.1250%, which is called the "Maximum Rate."

(E) Fixed Rate Conversion Option

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1. Utilize Borrower exercizes the Conversion Option under the conditions stated in Section B of this Addendum Rate Rider, Uniform Form Contract 17 of the Security Instrument is amended to read as follows:

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

If I choose to exercise the conversion option, the Noteholder will determine the amount of the monthly payment that would be sufficient to satisfy the unpaid principal and accrued interest on the Note. The Noteholder will pay the new amount in 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.

(c) New Payment Amount and Effective Date

be provided from the Maximum Price Fund in Section 111(d)(1) above.

My new, fixed interest rate will be equal to the federal Nominal Mortgagor Assumption's required net yield as of a date and time of day specified by the Note Holder for (i) the original term of this Note or greater than 15 years, (ii) fixed rate mortgages covered by applicable (d) a mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest, one-eighth of one percentage point (0.125%), or (iii) if the original term of this Note is 15 years or less, (5) year fixed rate mortgages plus five-eighths of one percentage point (0.625%), rounded to the nearest, one-eighth of one percentage point (0.125%), or (iv) if the original term of this Note is 15 years or less, (5) year fixed rate mortgages plus five-eighths of one percentage point (0.625%), rounded to the nearest, one-eighth of one percentage point (0.125%).

### (B) Calculation of Fixed Rate

DISCUSSION

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I intend to give the Note Holder notice to do so at least 15 days before the next Conversion Date; (ii) on the Conversion Date, I must do to do so at least 15 days before the next Conversion Date; (iii) I must pay the Note Holder a conversion fee of U.S. \$ 100,000.00; (iv) I must sign and give the Note Holder my demand that the Note Holder requires to effect the date specified by the Note Holder; I must pay the Note Holder a conversion fee of U.S. \$ 100,000.00; and (v) I must sign and give the Note Holder my demand that the Note Holder requires to effect the date specified by the Note Holder.

Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only be made if the first Change Date is 2½ months or less from the date of this Note, the third, fourth or fifth Change Date, or (2) if the first Change Date is more than 2½ months from the date of this Note, the first, second or third Change Date, or (3) if the first Change Date is called the "Conversion Date". I can convert my can convert from an adjustable rate, a fixed rate also is called the "Conversion Date". I can convert my can convert only on one of these dates.

I have a Conversion Option that I can exercise unless I am in default of this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this

#### (A) Option to Convert to Fixed Rate

REVIEW BY S. K. SINGH

limits to a fixed interest rate, as follows:

**8. FIXED INTEREST RATE OPTION**  
The same terms will apply as in the case of a fixed interest rate option except that the amount of my monthly payment before the effective date of any change, The notice will include information required by law to be given me and also the title and telephone number of a person who will answer my request if I may have regarding the notice.

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

(E) Effective Date of Changes

# UNOFFICIAL COPY

LOAN NO. 0828426

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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 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 covenants contained in this Adjustable Rate Rider.

Nancy Luong \_\_\_\_\_ (Seal)  
NANCY LUONG Borrower

Victor Sam \_\_\_\_\_ (Seal)  
VICTOR SAM Borrower

\_\_\_\_\_ (Seal)  
Borrower

\_\_\_\_\_ (Seal)  
Borrower