94286127

WHEN RECORDED MAIL TO:

REFINANCE

(Space Aboya This Line For Recording Data)

RYLAND FUNDING GROUP

**MORTGAGE** 1420 KENSINGTO RD., SUITE 302

Case ID: 162522

OAKBROOK, IL 60521

THIS MORTGAGE ("Security Instrument") is given on March 23, 1994 JAE HONG PARK, A Married Man and HYO MYONG PARK, His Wife;

. The mortgager is

("Borrower"). This Security Instrument is given to RYLAND MORTGAGE COMPANY

AN OHIO CORPORATION

which is organized and existing under the laws of THE STATE OF OHIO

address in 11000 BROKEN LAND PARKWAY , COLUMBIA, MARYLAND 21044

(Linder"). Borrower owes Lender the principal sum of

NINETY THOUSAND AND NO/100-

Dollars (U.S. \$ 90,000.00

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 APRIL 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

Cook

LOT THIRTY THREE (33) IN BLOCK THREE (3), IN WM. E HATTERMAN'S IRVING PARK BOULEVARD SUBDIVISION IN THE NORTHWEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN GOOK COUNTY,

160015 | TRAN 1948 03/30/44 12:01-00

ENVA # OF HUPA- COSSES

COOK COUNTY HEROGONER

Item # 13-24-102-033

described property located in -

3914 NORTH WHIPPLE ("Property Address");

Street, Cityl.

which has the address of

Form 3014 9/90 Amended 5/91

ILLINOIS-Single Family-Pennic Mac/Freddie Mag UNIFORM INSTRUMENT

VMP MÖRTDAĞE FORMA - (313)203-0100 - (000)621-7281

Property or Cook County Clerk's Office 

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 select of the estate hereby convoyed and has the right to mortgage, grant and convoy 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Horrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly tractgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in the of the payment of mortgage insurance premiums. Those items are called "facrow Items." Lender may, at any time collect and hold l'unds in an amount not to exceed the maximum amount a lender for a federally related mortgage form time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future flacrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is 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, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrow or 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 used by Lender in connection with this loan, unless apricable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be conired to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credity and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender 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 at any time is not sufficient to pay the Escrow Items when due, Lender may so notify perrower 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 twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 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 at the time of acquisition or sale as a credit print the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lember 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; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

-6R(IL) (0106).01

Form 3014 8/20

engan di kacamatan Kacamatan di kacama  $\frac{1}{2} = \frac{4\mu^2 G}{4\pi^2 G} = \frac{1}{4\pi^2 G} = \frac{1}{2\pi^2 G} = \frac{1}$ Section of the property of

11,000 000

and the second of the second o

Buch to the state of the second . and an example specific . Market State State

State of the state of

December 1980 of the Age

Soft Of Coop County Clores Office  $\{ f_{k}, f_{k} \} = \{ f_{k}, \dots, f_{k} \} + \{ f_{k} \} = \{ f_{k}, \dots, f_{k} \}$ and the second of the second o A SHOP SHOWS A SHOP OF THE SEC. Manager and the second of the second of the second and the residual production of the second of grant to the first property of the control of

graphic transfer of the surface of the  $\mathbf{y}(\mathbf{r}_{\mathbf{a}},\mathbf{r}_{\mathbf{a}},\mathbf{r}_{\mathbf{a}}) = \mathbf{r}_{\mathbf{a}}(\mathbf{r}_{\mathbf{a}},\mathbf{r}_{\mathbf{$ garan en la sela dispersión en de la compa and a production of the state o and the particular parents and can their fire of the con-

the process of the state of the egy accounting the comparison of the comparison A grander of the contract of the

things of the state of the stat

gregation and the arms to be a considered to the constraint And the second s Mark Merker at the first of the second of th e. Mara e de la companya de la companya

en de la composition La composition de la La composition de la enter transferance in the first of the control of t (4) A service of the control of t

S. 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, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not as swer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Porrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the inerthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintengace and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the P ope ty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agreer in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond burgiver's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. 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 Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Berrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's Security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Horrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the cover ants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations). Son Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/80

Harrier (Kalender) (1997) fra de trata de la composição d Mean of the profession of the control of the contro

 Sign of the second of the secon A Company of the Company of the Company of the Company  $(\omega_{ij})_{ij} \in (\omega_{ij})_{ij} = (\omega_{ij})_{ij$ 

And protection of the control of the

payments may no longer be required, at the option of Londer, if indigage indirance coverage (in the agrount and for the period that Londer requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Londer or applicable law.

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 florrower and Londer 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 is less than the amount of the sums secured immediately before the taking, unless Borrower and Londer 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 a not then due.

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

11. Borrower Not Released; Forhearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security last vinent 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 smortization 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 to 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.

ないがののという

Karaman A. James J. B. Bernard, A. Barrell, A. Barr 

entrope à la distribuir de la companie de la compa La companie de la co La companie de la co

The section of the se

· And the second of the second 1963年1月1日 1日 日 日 日

Printing to the Horse Control of Contract of the Contract of endered the entered of the second of the sec And the second of the state of the second of Harden the second of the second

Open Colling Clarks Office and the supplied of the contract of the experience of the an administration of the control of the control of

the property of the first of the first of the second second

(Additional Control of the Contro  $\label{eq:definition} (x,y) = (x,y) + (x,y)$ The Arman and State Control of the Control The state of the s

The Committee of the Co

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 tess 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 falls 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 timized 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 single remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration ender 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 pay 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 of loxic petroleum products, toxic petroleum produ

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 Porrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable iaw 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/90

 $\mathcal{X}_{i,j,k} = \{(i,j,k) \mid i,j,k\} \mid i,j,k \in \mathcal{X}_{i,j,k} = \{(i,j,k) \mid i,j,k \in \mathcal{X}_{i,j,k}\} \mid i,j,k \in \mathcal{X}_{i,j,k} = \{(i,j,k) \mid i,j,k \in \mathcal{X}_$ a positivo en esta de la companya d Mangana de la companya and a second of the second of

son following out the filter of the materials of the contraction of the contract of the contra and the first the state of the

end a comment of But the statement of our growing

Serry Or County Clerk's Office St. P. H. Walter Co., 400 March Survey South Control of the Prince SHE STANDARD OF STANDARDS Fig. (6.1) and 1.3 for  $\gamma = 1$  , we also that  $\Gamma = \frac{1}{2} \frac{$ Andrewski, see the first county

grand to be determined by the first of physics of the factor of the contract Company of the state of the contract of and the angle we there are the second

egy (14 mag) i serve i si se en Secretario de la com- $\frac{1}{2} (1 + \frac{1}{2} \frac{1}{2}$ real present to the Wartist Bulletin to the William Co. granger (and the second second second

placement of the contract of t Sangaga and Asia and Sangaga and Sangaga Manager and the second of the second port and a constitution of

Dan to the company of the second of the company of Tagget the company of the company of the company of the plingles all many to be seen a west of the control of the second of the pline from the form of a construction was a construction of the form of the construction of the constructi apply rate to the control of the action of But the second of the second o The production of the first of and the second of the second o Market Committee and the committee of

gradient de la Servicione de la

/1 f L	1-4 Pamily Rider		Condomi	o Raio Ridor	applicable t	بيسير
	Biweekly Payment R Second Home Rider	il Development Rider roment Rider colfy]			Balloon Ri V.A. Ride	partorias Poznacea
Instrument a	contained in this Security I	be terms and covenants	• -			
(Sea		JAB HONG PAUK	nd recorded with it.	cuted by Borrower an		in any ri Witness
(Sea	7.0	HYO MYONG PARK		Troquery		
(Sca	pris	/ byo mjorg	(Sea	and the state of t		20.00
hereby certif	84: r said county and state do l	County Notary Public in and fo	Nedok	ors devsio	oficin	1.
	to be the same person(s) w			•		that
erein set forth	the uses and purposes then		as THEIR	regoing instrument, a if the said instrument by hand and official a	nd dolivered	aigned an
ر ال	to be the same person(s) we wiedged that  The the uses and purposes the	personally known to me day is person, and acknows and voluntary act, fo	appeared before me the as THEIR seal, this 23RD	regoing instrument, a i the said instrument by hand and official sa	nd dolivered	aigned an Give

OF COUNTY CLERKS

OFFICE

OFFI

Street, etc.

 $\Re \{ (0,1) : 1 \leq i \leq n \}$ 



Loan # 162522

### 1-4 FAMILY RIDER

**Assignment of Rents** 

THIS 1-4 FAMILY RIDER is made this 23RD day of MARCH 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 accure Borrower's Note to

RYLAND MORTGAGE COMPANY

AN OHIO CORPORATION

the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1914 NORTH WHIPPLE CHICAGO, ILLINOIS 60618
[Property Address]

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:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following Items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, atoric doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. 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 zareed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. 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 per also in.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

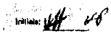
MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae Uniform Instrument

Page 1 of

•67 N212)

VMP MORTGAGE FORMS - (313)203-8100 - (800)821-7291

Frem 3170 12/92





ing the state of t

San de la grafia de la companio Ox American superior superior de la companya del companya de la compa 204 Colling Clert's TO AUDITOR WITH CONTRACT OF graffic i sa kilometera vi Raferio kaj la letto la Silon part of the second  $\ldots, q_{\ell^{m_1},\ell^{m_2}}, \ldots, q_{\ell^{m_m},\ell^{m_m}}, \ldots, q_{\ell^{m_m},\ell^{m_m}})$ grand production and the second of the  $(p_{ij}) + (p_{ij}) = (\mathbf{d} \cdot \mathbf{d} \cdot \mathbf{d}$ A property of the strong of the street  $(\mathcal{I}_{\mathcal{A}} \otimes \mathcal{A}) = \{ (\mathcal{A}_{\mathcal{A}} \otimes \mathcal{A}_{\mathcal{A}} \otimes \mathcal{A}_{\mathcal{A}}) \mid (\mathcal{A}_{\mathcal{A}} \otimes \mathcal{A}_{\mathcal{A}} \otimes \mathcal{A}_{\mathcal{A}}) \in \mathcal{A} \}$ 

green and a few at the first of the second Street Charles and the Charles of the Charles

 $g = g^{\prime\prime} + g^{\prime\prime} + g = 1$  . Let  $\operatorname{det} g = \operatorname{dist} g = 1$  , which is the second of Control of the state of the sta produce a face of the second

to the state of th

Commence of the second second second second

9 72 2 8 6 192 1

G. ASSIGNMENT OF LEASES, Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Londer all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to par graph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Horrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agont or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and namaging the Property and of collecting the Rents any funds expended by Conder for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remety of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. 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 may of the remedies permitted by the Security Instrument.

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

		* '			
Mosphort and	(Seal)		<u> Heroka</u>	est, in the	(Seal
JAE HONG PARK	-Borrower				Borrowe
1 you myoy Pute	(Seal)	• •			(Seal
HYO MYONG PARK	Borrower	1.13 1.13	$= (a_1, a_2, \dots, a_n)$		-Borrowe

and the contribution of the enterest of the en A March Mark Commence of the C

Attention to the atems and the common of the

Stopeny of Cook County Clerk's Office

Modern to the first winds of the and the first section of the sect Set of the control of the control of to see each other control of the first of 

defend to expense a significant where the constraints of the state of the constraints of the constraints of the state of the st

 $\Phi_{\mathcal{A}}(\mathbf{z}_{\mathbf{a}}^{(i)}) = \mathbb{E}[\mathbf{z}_{\mathbf{a}}^{(i)}] + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)}] + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)}] + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)}] + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)}] + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z}_{\mathbf{a}}^{(i)}] + \mathbf{z}_{\mathbf{a}}^{(i)} + \mathbf{z$ 

#### ADJUSTABLE RATE RIDER

(LIBOR INDEX-RATE CAPS)
6-MONTH LIBOR
CONFORMING AND NON-CONFORMING

LOAN #: 162522

DLH

THIS ADJUSTABLE RATE RIDER is made this 23RD day of MARCH, 1994 and is incorporated into and shall be deemed to smend 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 Burrower's Adjustable Rate Note (the "Note") to RYLAND MORTGAGE COMPANY, AN OHIO CORPORATION

(the "Lander") of the same date and govering the property described in the Security instrument and located at:

3914 NORTH WHIPPLE, CHICAGO, ILLINOIS 60618

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY ADJUSTABLE INTEREST RATE CAN NEVER EXCEED OR BE LESS THAN THE LIMITS STATED IN THE NOTE.

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

THE NOTE provides for a Unitial Interest rate of 5,875 %. The Note provides for a change in the adjustable interest rate and the monthly payments at follows:

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

#### (A) Change Dates

The adjustable interest rate I will pay will change on the liest day of OCTOBER, 1994 and on the first day of every eixth month thereafter. Each date on which my interest rate could change is called an "interest Rate Change Date,"

#### (B) The Index

Beginning with the first interest Rate Change Date, my interest fair, will be based on an Index. The "index" is the average of interbank offered rates for six month U.S. dollar deposits in the Lexion market based on quotations of major banks, as published by the Federal National Mortgage Association ("FNMA"). The most recurring the tigure available as of the date forty-live days before each interest Rate Change Date is called the "Current index."

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

#### (C) Calculation of Change

Before each interest Rate Change Oats, the Note Holder will calculate my new interest rate by a iding THREE AND THREE EIGHTHS percentage point(s) ( . 3 . 375 . %) to the Current Index. Subject to the influenced in Section 4 (D) below, this amount will be my new interest rate until the next interest Rate Change Date.

The Note Holder will determine the amount of the monthly payment that would be sufficient to ripay the unpaid principal that I am expected to owe at the interest flate Change Date in full on the Maturity Date at the interest (at affective at the time the calculation is made in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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

The interest rate I am required to pay at the first interest flate Change Date will not increase or decrease by more than 1% from the initial interest rate. Thereafter, my interest rate will never be increased or decreased on any single Interest Rate. Change Date by more than one percentage points (1%) from the rate of interest I have been paying for the preceding six months.

My interest rate will never be greater than BLEVEN AND SEVEN RIGHTHS percent ( 11.875 %) which is called the "Minimum Rate." My interest rate will never be less than THREE AND SEVEN RIGHTHS percent ( 3.875 %) which is called the "Minimum Rate."

Stopperty of County Clark's Office

Given the second of the secon

#### (E) Effective Date of Change

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

#### (F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of 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 any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and occasions solicined in this Adjustable Rate Rider.

(SEAL)

JAR HONG PARK

(SEAL)

HYO MYONG PARK

(SEAL)

-Bernaler

(SEAL)

(SEAL)

-Bernaler

(SEAL)

-Bernaler

(SEAL)

(SEAL)

Serif of Coof County Clerk's Office

LOAN #: 162522

DLH

### ADDENDUM TO ADJUSTABLE RATE RIDER

(FIXED NATE CONVERSION OPTION)
6-MONTH LIBOR
CONFORMING and NON-CONFORMING

THIS ADDENDUM TO ADJUSTABLE HATE RIDER (the "Rider Addendum") is made this 23RD day of MARCH, 2994 and is incorporated into and shall be deemed to amend and supplement the edjustable rate rider (the "Rider") to the Mortgage, Dead of Trust or Security Dead (the "Security Instrument"), each dated the same date as this filler Addendum and given by the undersigned (the "Borrower") to secure Borrower's adjustable rate note with the addendum to adjustable rate note in favor of RYLAND MORTGAGE COMPANY

AN ONTO CORPORATION deted as of even date herewith ithe "Note"), covering the property described in the Security instrument and located at:

|the"Lawler"|and

3914 NORTH WHIPPLE CHICAGO, ILLINOIS 60618 (Property Address)

The interest rate struct on the Note is collect the "Note Rate." The date of the Note is called the "Note Date." I understand that the Lander may transfer the Note, the Security Instrument, the Rider and this Rider Addendum. The Lander or anyone who takes the Note, the Security Instrument, the Rider and this Rider Addendum by transfer and who is entitled to receive payments under the Note is called the "Note Holder." I understand also that the Lander may transfer the servicing of the Note; the company that receives payment under the Note is called the "Servicer," Each date on which my adjustable interest rate could change is called an "Interest Rate Change Date."

ADDITIONAL COVENANTS. In addition to the assensets and agreements made in the Security Instrument and Bider, Borrows; and Lander further povenent and agree as follows:

#### 1. FOXED INTEREST RATE OPTION

I have a Conversion Option that I can exercise if all the conditions explained in Section 2 below are met. The "Conversion Option" is my option to convert the edjustable interest rate with interest rate limits are required to pay under the Note from an adjustable rate to the fixed rate calculated under Section 4 below.

i may only exercise the Conversion Option once. The Conversion will be available to me only during the period beginning on the fourth interest Rate Change Date (the Option Period"). The new, fixed interest rate (the "Converted Rate") will be affective beginning on the first day of the eccord month reliability the month is which I exercise the Conversion Option (the "Conversion Date").

#### 2. CONDITIONS TO EXERCISING THE CONVERSION OPTION

If I want to exercise the Conversion Option, certain conditions must be met. These conditions on that: [a) I must give the Servicer notice during the Option Period in the manner prescribed in Section 3 below that I wish to exercise the Conversion (b) on the date I give the Servicer notice that I wish to exercise the Conversion Option, I must not be in default under the Note or the Security Instrument and I must not have been delinquent thirty days or more in making any payment I was required to make under the Note during the two live manths immediately preceding the Exercise Date (se defined in Section 3 below); (c) I must pay the Servicer a conversion fee equal to two hundres and lifty deliars (\$250.00) on the Exercise Date; (d) I must have supplied to the Servicer information necessary to complete an updated credit review of the property described in the Security I if the Servicer believes the value of the property described in the Security Instrument may have declined since the Note Date, the Servicer must have received an updated appraisal of the property of entitled party; and (g) I must complete, sign and deliver to the Servicer on the Exercise Date any documents the Servicer requires to affect the conversion, I understand that I may not be allowed to exercise the Conversion Option If I do not most the Note Holder's property and credit standards.

#### 3. EXERCISING THE CONVERSION OPTION

To obtain information as to the currently available fixed rate, I may telephone the Servicer. I understand there can be no assurance that this rate will be available at any time subsequent to the telephone call, even on the same day. The Servicer will notify me in writing if the phone number should change. To notify the Servicer that I want to exercise the Conversion Option, I must call this phone number on any business day during the Option Period, between the hours of 10:00 a.m. and 4:00 p.m. Eastern Time. The Servicer may record our telephone conversations.

127

Property or Cook Country Clark's Office

ing the second control of the second control

9 4 2 8 6 1 2

#### 4. CALCULATION OF THE CONVERTED RATE

The Converted Rate will be equal to Saxon Mortgage Funding Corporation's required not yield for the purchase of thirty year, fixed-rate mortgage loans under sixty-day, mendatory delivery commitments plus three-eighths of one pattent (.375%), rounded to the nearest one-eighth percent (.125%). The required not yield used will be that in effect as of the Exercise Date. If in the judgement of the Services the mortgage loan evidenced by the Note would, upon conversion, be eligible for purchase by the Federal National Mortgage Association ("PNMA") under its standards then in effect for the purchase of thirty-year, fixed rate mortgage loans that will be equal to FNMA's required not yield, as of the Exercise Date, for the purchase of thirty-year, fixed-rate mortgage loans under sixty-day mendatory delivery commitments plus one-helf of one percentage point (.500%) rounded up to the nearest one-eighth of one percent (.125%), if those yields are no longer evailable, the author will substitute comparable yields. The maximum Converted Rate will not exceed 25% or the usury ceiling under state limitations centained in the Note will not apply to the Converted Rate.

#### 5. TRANSFER OF THE PROPERTY

BY BIGNING BELOW, Borrower succepts and

If I exercise the Conversion Option under the conditions exected in this Note Addendum, the conditions under which I may be required to make immediate payment in full of all emounts I owe under the Note because of transfer of property which are described in the section of the Note Captioned "Uniform Secured Note", will cause to be in effect. Instead such conditions will be as follows:

Transfer of the Property. If all or any part of the Property or any interset in it is sold or transferred without the Note Holder's prior written consent; the Note Holder may, at its option, require immediate payment in full all sums secured by the Security Instrument. However, this option shall not be exercised by the Note Holder if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Note Holder exercises this or ann, the Note Holder shall give me notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which I must pay all sums secured by the Security Instrument. If I fall to pay these sum reports the expiration of this period, the Note Holder may invoke any remedies permitted by the Security Instrument without further native or demand on me.

ained in this Note Addendum.
(BBAL)
Pa (SEAL)
-Borrawer (SEAL)
- crrawer (5EAL)

Property of Cook County Clerk's Office