

UNOFFICIAL COPY

96531050

Permanent Index Number: 0918304003

Prepared by:
Middleberg Riddle & Gianna
2321 Bryan Street
Suite 1600
Dallas, Texas 75201

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75380-9068

96 JUN - 2 AM 11:21

RECORDING 35.00
MAIL 0.50
N 96531050

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

(Space Above This Line For Recording Data)

Loan No: 08576374

Dutu ID: 895

Borrower: VARKEY LUCKACHAN

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 27th day of June, 1996.
The mortgagor is VARKEY LUCKACHAN AND CHINNAMMA ANTONY , HIS WIFE

("Borrower").

This Security Instrument is given to LINCOLNWOOD MORTGAGE SERVICES, INC., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 4039 WEST MAIN STREET, SKOKIE, IL 60076

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED and NO/100---- Dollars (U.S. \$ 144,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2001. 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 37 OF GOLF TERRACE UNIT 1 BEING A RESUBDIVISION OF PART OF LOT 1 IN CIRCUIT COURT COMMISSIONERS PARTITION OF THE LANDS OF CHRIST MOELLER ESTATE IN FRACTIONAL SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

09-18-341-003

which has the address of 121 EAST FREMONT AVENUE,

96531050

DES PLAINES,

[City]

("Property Address");

Illinois 60016
[Zip Code]

[Street]

35150
NP

UNOFFICIAL COPY

96531050

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice to a lien which may attain priority over the Security Instrument. Lender may give Borrower a notice identifying the lien to prevent the enforcement of the lien, or (c) receives from the holder of the lien an affidavit setting out the properety in subject to operate to prevent the enforcement of the lien by, or demands another instrument of the lien in a manner acceptable to the Lender; (b) contributes to good faith the lien by the party which has priority over the Security Instrument unless Borrower shall promptly discharge any lien which has priority over the Security Instrument (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Lender; (b) contributes to good faith the lien by the party which has priority over the Security Instrument unless Borrower shall promptly discharge any lien which has priority over the Security Instrument (a)

to Lender receiving the payment. If Borrower makes these payments directly, Borrower shall promptly furnish amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall furnish the full payment due to the person owed payment. Borrower shall promptly furnish to Lender all notices of Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower Properety which may attain priority over the Security Instrument, and loanhold payments remain, if any.

4. **Chargear Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions enforceable under paragraph 2; third, to Lender, to principal due; and last, to any late charge due under this Note.

Paragraphs 1 and 2 shall be applied: first, to any prepayment charged due under the Note; second, to amounts payable

against the sum received by the Security Instrument.

Upon payment in full of all sums received by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender holds funds held by Lender prior to the acquisition of sale of the Property, shall apply any Funds held by Lender to the time of acquisition of sale as credit in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up by Lender at any time it is not sufficient to pay the balance when due. Lender may so notify Borrower in writing, and, Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to the additional security for the excess Funds held by Lender.

If the Funds held by Lender exceed the amounts received by the Security Instrument, the Funds are pledged to another and debited to the Funds and the purpose for which debit to the Funds was made. The Funds are held by Lender at any time it is made or applicable law requires to be paid, Lender shall receive in full the amount accumulated of the Funds, Borrower may agree to write, however, that interest to pay Borrower any interest or earnings on the Funds. Borrower shall not be required to independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law permits Lender to make such a charge. However, Lender may require Lender to pay a one-time charge for an escrow account, or verify the Escrow items, unless Lender may hold and apply to the Funds and applicable law to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually averaging the including Lender, if Lender is such an entity) or in any Federal Home Loan Bank. Lender shall apply the Funds on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance on the basis of current data and reasonable estimates of future Escrow items or otherwise in accordance under the Federal Real Estate Settlement Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds cuts a lesser amount. If so, Lender may, at any time, exceed the maximum amount Lender for a federally related mortgage loan may require for Borrower's account to permit. These items are called "Escrow items", Lender may collect and hold Funds in an amount not to Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage by nearly bad faith may result in the property measured rents on the property, if any; and (f) any sums payable by nearly leasehold payments which may attain priority over the Security Instrument; (d) nearly leasehold payments which may attain priority over the Security Instrument as a lien on the Funds; (e) nearly leasehold payments which may attain priority over the Security Instrument, if any; and (g) any sums payable by nearly leasehold payments which may attain priority over the Security Instrument as a lien on the Note, until the Note is paid in full, a sum ("Funds") for: pay to Lender on the day monthly payments as due under the Note, unless the Note is paid in full, a sum ("Funds") for: 2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall the principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note, the principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note, limited variables by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform convenants for national use and non-uniform convenants with encumbrances of record.

Borrower warrants and will defend generally the title to the Property, against all claims and demands, subject to any mortgage, grant and convey the Property and that the Security Instrument is unencumbered, except for encumbrances of record, by this Security Instrument. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all covenants,

UNOFFICIAL COPY

Loan No: 08578314

Data ID: 895

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, 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 answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property 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 agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower'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 Borrower'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, Borrower 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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 payments may no longer be required, at the option of Lender,

36531050

Form 3014 9/90

(Page 3 of 8 pages)

UNOFFICIAL COPY

Loan No: 08578314

Data ID: 895

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sum 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, etc., and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

96531050

Form 3014 9/90

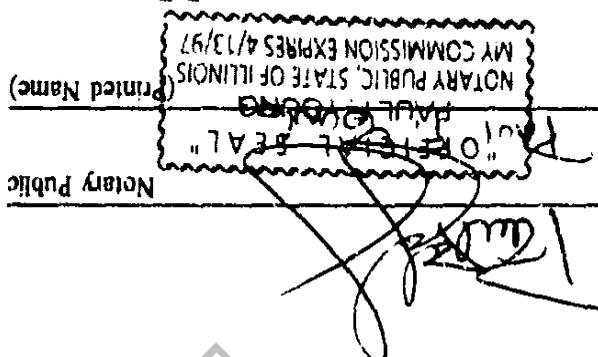
(Page 5 of 6 pages)

UNOFFICIAL COPY

(Page 6 of 6 pages)

Form 3014 8/80

96531050



My commission expires:

VARKY LUCKACHAN AND CHINNAMMA ANTHONY

The foregoing instrument was acknowledged before me this 27th day of June, 1996, by

State of ILLINOIS
County of COOK

§

(Space Below This Line For Acknowledgment)

Borrower
.....(Seal)

Borrower
.....(Seal)

CHINNAMMA ANTHONY/Borrower

Felicia Chinna (Signature/Seal)

VARKY LUCKACHAN/Borrower
.....(Seal)

G. Luckachan (Signature)

Instrument (in any rider(s)) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

and Upkeep instrument (Check applicable box (a))

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planmed Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Raise Improvement Rider
- Second Home Rider
- Other(s) (Specify)

Instrument (Check applicable box (a))

and Upkeep instrument (Check applicable box (a))

with this Security instrument, the coveranta and agreements of each such rider shall be incorporated into and shall amend

24. Rider(s) to this Security instrument, if one or more riders are executed by Borrower and recorded together

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

Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security

Loan No: 08578314
Date ID: R95

UNOFFICIAL COPY

Loan No: 08578314
Borrower: VARKEY LUCKACHAN

Data ID: 895

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 27th day of June, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to LINCOLNWOOD MORTGAGE SERVICES, INC.

(the "Lender")

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

121 EAST FREMONT AVENUE
DES PLAINES, ILLINOIS 60016

(Property Address)

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

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

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of July 1, 2026 (the "New Maturity Date"), and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW LOAN RATE

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus ZERO and ONE-HALF percent (0.50%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

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

96531050

UNOFFICIAL COPY

(Page 2 of 2 Pages)

96531050

[Sign Original Only]

CHINNAMMA ANTHONY - Borrower

Chinnamma Anthony

Borrower
.....
(Seal)

VARKEY LUCKACHAN - Borrower

Varkey Luckachan

Borrower
.....
(Seal)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONVENTIONS CONTAINED IN THIS BALLOON RIDER.

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information together with the name, title and address of the Note Holder also will provide my payment record information together with the name, title and address of the Note Holder who must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no earlier than 60 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Mortgage Corporation's applicable published occupancy and property lien status. Before the Note Holder will acceptable proof of my required Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required net yield in effect on the date and time of day notification received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinancing Option, including but not limited to the cost of updating the title insurance policy.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION