

# UNOFFICIAL COPY

PREPARED BY:

RECORD AND RETURN TO:  
RICHLAND MORTGAGE COMPANY  
  
3016 SOUTH HALSTED  
CHICAGO, ILLINOIS 60608

Prepared by:  
CHARLIE GU  
CHICAGO, IL 60608

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

96180027 01/96

0026 MCH	15:15
RECORDIN S	37.00
MAIL	0.50
96180027 W	
0026 MCH	15:15

03/01/96

960012201

[Space Above This Line For Recording Date]

## MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 26, 1996 . The mortgagor is  
ROBERT Z. LIN  
AND HEITI C. LIN, HUSBAND AND WIFE

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

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 3016 SOUTH HALSTED  
CHICAGO, ILLINOIS 60608  
SIXTY THOUSAND AND 00/100

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

Dollars (U.S. \$ 60,000.00 ).

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 MARCH 1, 2003 .  
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:

PARCEL 1: THE SOUTHEAST 18.31 FEET OF THE NORTHWEST 63.05 FEET OF THE  
FOLLOWING: LOT 13 (EXCEPT THE SOUTHWEST 10 FEET THEREOF), LCT 25  
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

L-1720 LAW TITLE

10-15-309-030

96180027

9040

which has the address of 948 NILES CENTER AVENUE , SKOKIE  
Illinois 60076 R2L HCL Zip Code ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/90  
Amended 6/91

CR(IL) 184081 VMP MORTGAGE FORMS - 18001621-7281

Initials: R2L  
HCL

Street, City ,

NW  
\$3150

DPS 1089

# UNOFFICIAL COPY

7/24  
DPS 1090

Form 3014 8/80 Initials:

Page 2 of 6

ERIN

Borrower shall promptly discharge any lien which has priority over the security interest over this Security Instrument. If Lender determines that any part of the property is subject to a lien which may attach to the instrument of the lien, or (c) secures from the holder of the lien an assignment satisfactory to Lender subordinating the lien to by, or defers against enforcement of the lien in, legal proceedings which it the Lender's option operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien by, or defers against enforcement of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay

4. Chargees; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

due, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts paid under paragraphs

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition of said the Property. Lender prior to the acquisition of said

Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender shall give to the acquirer or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

welove monthly payments, at Lender's discretion.

If the Funds held by Lender exceed the amount permitted to pay the escrow funds held by Lender all account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender all

for the excess Funds held by Lender to pay the escrow funds when due, Lender may so notify Borrower in writing, and, in such case Borrower shall

make is not sufficient to pay the escrow funds when due, Lender may so notify Borrower in writing, and, in such case Borrower

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

twelve months or otherwise in accordance with applicable law.

depth to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, an annual accounting of the Funds, showing credit, and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that later set shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an reporting service

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax service such

verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items. Lender may not charge Borrower for holding and applying the escrow account, or

including Lender, if Lender is such as in this) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an account otherwise used by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

related mortgage loan may require Borrower to hold Funds in an amount not to exceed the maximum amount a lender for a federal

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal

the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".

if any); (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

variations by substitution to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

mortgage. All of the foregoing is referred to in this Security Instrument as the "Property".

fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this Security

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

960012201

# UNOFFICIAL COPY

960012101

in 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.

**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 21 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

96180027

DPS 1091

Form 3014 8/90 Initials: RCL  
HCC

# UNOFFICIAL COPY

424  
DRS 1092

Form 3014 9/80

Page 4 of 6

ER(I) 10/80

obtain coverage subsolidarity equivalent to the mortgage insurance previously in effect, at a cost subsolidarity equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substitutionally equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the premium paid by Lender, if no longer required, at the option of Lender, if mortgage coverage in effect, or to provide a loss reserve in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage coverage (in the amount and for the period that Lender may no longer be required), provided by an insurer approved by Lender assuming available and is obtained, Borrower shall pay premiums may no longer be required, at the option of Lender, if mortgage coverage insurance is maintained, until the requirement for mortgage insurance is met or prior to an inspection specifying reasonable cause for the inspection.

9. Indemnification. Lender or its agent may make reasonable efforts upon and inspectors of the Property. Lender shall give notice to Borrower at the time of or prior to an inspection specifying reasonable cause for the inspection. 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 used entirely for the repair of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument. 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 due. If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to take 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 due.

11. Borrower Not Responsible; Forbearance By Lender Note; Waiver. Extension of the time for payment of such payments. 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. If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to take 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 due.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signer. 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 co-signer who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to act as a guarantor who co-signs this Security instrument but does not execute the Note; and (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, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without the 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 charge collected is to be collected in connection with the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any note of another method. The note shall be given by first class mail to the borrower or by any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The note shall be directed to the property address or any other address Borrower provided for in this Security instrument shall be given by deliverying it or by mailing prepayment charge under the Note.

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a charge to the principal limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Lender. Lender may choose to make this refund by reducing the principal owed under the Note or by making a charge to the principal limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Lender excepted the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any note of another method. The note shall be given by first class mail to the borrower or by any other address Borrower provided for in this Security instrument or by any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The note shall be directed to the property address or any other address Borrower provided for in this Security instrument shall be given by deliverying it or by mailing prepayment charge under the Note.

# UNOFFICIAL COPY

960012201

• Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

961500127

DPS 1093

# UNOFFICIAL COPY

DPS 1094

Form 3014 S/90

Page 6 of 6

MICHIGAN, MIAMI

My Commission Expires:  
MARCH 15, 1995  
State of Illinois  
Official Seal  
NOTARY PUBLIC

Given under my hand and official seal, this day of February, 1995.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the personally known to me to be the same person(s) whose name(s)

signed and delivered the said instrument, appeared before me this day in person, and acknowledged that the foregoing instrument, signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

ROBERT Z. LIN AND HEITI C. LIN, HUSBAND AND WIFE

, Notary Public in and for said county and who do hereby certify  
that

STATE OF ILLINOIS, *Robert Z. Lin*  
County as: *Heiti C. Lin*

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

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

2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement  
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

- (Check applicable box(es))
- V.A. Rider  
 Balloon Rider  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider  
 Adjustable Rate Rider  
 Condominium Rider  
 1-4 Family Rider  
 Second Home Rider  
 Rate Improvement Rider  
 Other(s) [Specify]

23. Wives of Homestead. Borrower waives all right of homestead exemption in the Property.  
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 Instrument.  
21. Inducting, but not limited to, reasonable attorney fees and costs of due evidence.  
proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-existent of a default or any other decree of Borrower to acceleration and foreclosure. If the default is not cured on  
inform Borrower to cure the default after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
(d) later failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
(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  
(b) the action required to cure the default;  
(a) the notice shall specify: (a) the default; (b) the action required to cure the default;

960012201

96180627

# UNOFFICIAL COPY

DPS 309

Page 1 of 2  
VMP MORTGAGE FORMS - 18001B21-7281  
Form 3180 12/89  
Amended 3/92

96180027

Form 875 10304101

MULTIYEAR BALLOON RIDER - Single Family - Family Home Instrument  
Form 3180 12/89

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus

### 3. CALCULATING THE NEW NOTE RATE

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

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

### 2. CONDITIONS TO OPTION

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):

The interest rate listed 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."

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

9040 NINIA CENTER AVENUE, SKOKIE, ILLINOIS 60076  
Property Address

RICHLAND MORTGAGE COMPANY  
Borrower's Note to  
Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Security Document (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the

THIS BALLOON RIDER is made this 26TH day of FEBRUARY , 1996 ,

BALLOON RIDER  
CONDITIONAL RIGHT TO REFINANCING  
960012201

# UNOFFICIAL COPY

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

## 4. CALCULATING THE NEW PAYMENT AMOUNT

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

## 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with updating the title policy, if any, and any reasonable third-party costs, such as documentary stamps, intangible tax, survey, recording fees, etc.

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

*Robert Z. Lin* \_\_\_\_\_ (Seal)  
ROBERT Z. LIN \_\_\_\_\_ -Borrower

*Heiti C. Lin* \_\_\_\_\_ (Seal)  
HEITI C. LIN \_\_\_\_\_ -Borrower

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

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

(Sign Original Only)

# UNOFFICIAL COPY

## RIDER - LEGAL DESCRIPTION

PARCEL 1: THE SOUTHEAST 18.31 FEET OF THE NORTHWEST 63.05 FEET OF THE FOLLOWING: LOT 13 (EXCEPT THE SOUTHWEST 10 FEET THEREOF), LOT 15 (EXCEPT THE NORTHEAST 15 FEET THEREOF) AND ALL OF LOT 14 (TAKEN AS A TRACT) AND THE SOUTHWEST 10 FEET OF THE NORTHEAST 20 FEET THEREOF), LOT 15 (EXCEPT THE NORTHEAST 15 FEET THEREOF) AND ALL OF LOT 14 (TAKEN AS A TRACT), ALL BEING IN BLOCK 5 IN THE FIRST ADDITION TO BRONX, IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS, PARTY WALLS, AND RESTRICTIVE COVENANTS DATED NOVEMBER 1, 1957 AND RECORDED NOVEMBER 8, 1957 AS DOCUMENT NUMBER 17060301, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 20072 TO EDWARD WEBER RECORDED OCTOBER 17, 1963 AS DOCUMENT NUMBER 18944256 FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS: THE NORTHEAST 10 FEET OF THE SOUTHWEST 15 FEET OF LOT 15 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID IN BLOCK 5 IN FIRST ADDITION TO THE BRONX AFORESAID. ALSO THE SOUTHWEST 4 FEET OF THE NORTHEAST 15 FEET OF LOT 13 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN BLOCK 5 IN FIRST ADDITION TO THE BRONX AFORESAID, ALSO EASEMENT FOR PARKING OVER AND ACROSS THE FOLLOWING DESCRIBED PREMISES AS A TRACT; THE NORTHWEST 18 FEET OF THE NORTHEAST 5 FEET OF LOT 13, THE NORTHWEST 18 FEET OF LOTS 14, 15, 16, 17, 18, 19, 20, AND THE NORTHWEST 18 FEET OF THE SOUTHWEST 10 FEET OF LOT 21 (EXCEPT THAT PART OF SAID TRACT FALLING IN PARCEL 1 AFORESAID) IN BLOCK 3 IN FIRST ADDITION TO THE BRONX AFORESAID, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ALL VACATED STREETS AND ALLEYS ADJOINING TO SAID REAL ESTATE.

10-15-309-030

96180027

DPS 048

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office