### UNOFFICIAL COPY

WHEN RECORDED RETUR MID AMERICA BANK, FSB. 2650 WARRENVILLE ROAD SUITE 500 DOWNERS GROVE, IL 60515-1721

0726413003 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/21/2007 08:51 AM Pg: 1 of 5

When recorded return to: First American Title Insurance Co., Lenders Advantage 1100 Superior Avenue, Suite 200 Cleveland, Ohio 44114 ATTN: NATIONAL RECORDINGS

### **EQUITY CASH LINE MORTGAGE**

しらいしき

THIS MORTGAGE is reade this

25th

day of August, 2007 between the Mortgagor,

AS TUSTEE UNDER THE JANUSZ KOLODZIEJ LIVING TRUST JANUSZ KOLODZIEJ, DATED JUNE 28, 2005

(herein "Borrower"), and the Mortgagee,

MidAmerica Bank. Fsb., (herein "Lender") a corporation organized and existing under the laws of the United States of America, whose address is 2650 WARRENVILLE ROLD. SUITE 500, DOWNERS GROVE, IL 60515-1721

75,000.00 WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of indebtedness, if not so ner paid, due and payable on August 1st, 2027

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to project the security of this Montgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower deer hereby mortgage, grant and convey to Lender the following described property located in the County of Cook

State of Illinois: UNIT NUMBER 6880 E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BURNING BUSH CONDOMINUM, AS DELINEATED AND DELINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24644710, IN THE SOUTHWEST 1/1 CF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IL

FIRST AMERICAN LENDERS ADVANTAGE OPEN END MORTGAGE 

Parcel ID#:10303170451029

which has the address of 6880 W TOUHY AVE UNIT E,

Niles

[Street]

(City)

)191CC

Illinois

60714

(herein "Property Address");

[Z]P Code]

II. Equity Cash Line Mortgage-FNMA.FHLMC Uniform Instrumen



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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Application of Payments. The borrower must pay to the Bank at least the minimum amount due in each billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from paying the minimum payment in any other biling cycle. Payments received will be applied in the following order when posted - (1) accrued interest, if any; (2) late charges, if any; (3) annual service fee and/or other charges, if any; (4) principal reduction.
- 3. Prior Mortgages at d Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or o'le security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Propert, which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 4. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance snall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of anc in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien, which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairs ent or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the conforminium or planned unit development, and constituent documents.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made exsonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Remedies Camulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 11. Successors and A signs Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights necounder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required uncer applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by derivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and c. his Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 mortgage. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Obligatory Advances This molgage secured the repain entrol certain ours advanced to the borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Morigage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Morigage. Lender is obligated from time to time and upon demand of the Borrower to advance such additional sums requested by Borrower up to the total face amount of this Morigage.

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

- 18. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorn y's fees and costs of documentary evidence, abstracts and title reports.
- Borrower's Right to Kei' state. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such pay ment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration and occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 here of or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment of all sums secured by this Mortgage, Lender shall re'ease this Mortgage without charge to Borrower shall pay all costs of recordation, if any.
  - 22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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# UNOFFICIAL COPY REQUEST FOR NOTICE OF DEFAULT

# REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR\_

#### AND FURECLUSURE UNDER SUPERIO MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

JANUSZ KOLODZIEJ, Trustee of the JANUSZ KOLODZIEJ, AS TRUSTEE UNDER THE JANUSZ KOLODZIEJ LIVING TRUST DATED JUNE 28, 2005

| KOLODZIEJ LIVING TRUST DATED JUNE 28, 2005  |   |
|---|---|
| JANUSZ KOLODZILI (Seal)   |   |
| (Seal)  |   |
| BY SIGNING BELOW, the undersigned settler(s) UNDER THE JANUSZ KOLODZIEJ LVING TRUST DATED terms and covenants contained in this securit | I THINE 28. 2005, acknowledge arr or one  |
| and agrees to be bound hereby.  | (Seal)  |
| JANUSZ KOLODZIEJ (56.1)   |   |
| (Seal)  |   |
| (Sign Original Only) STATE OF ILLINOIS,   | County \$5:   |
| ·   | Z KOHODZIEG ZE  |
| subscribed to the foregoing instrument, appeared before me t  | his day in person, and acknowledge ( ) that they ree and voluntary act, for the uses and purposes therein set |
| forth.  Given under my hand and official seal this.   | day of tupust, 2007   |
| My Commission Expires:  THIS INSTRUMENT WAS REPARED BY:   | Notary Bablic   |
| KENNETH KORANDA  2650 WARRENVILLE ROAD  SUITE 500  DOWNERS GROVE, IL 60515-1721   |   |
| IL Equity Cash Line Mortgage-FNMA FHLMC Uniform Instrument  | W487001 - 01/04 Page 5 of 5   |

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### CONDOMINIUM RIDER

2007 AUGUST THIS CONDOMINIUM RIDE ( ): made this 25TH day of 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 (iver by the undersigned (the "Borrower") to secure Borrower's Note to MID AMERICA BANK, FSB.

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

6880 W TOUHY AVE UNIT E, , NILES, IL 60714

[Property Address]

The Property includes a unit in, together with an undivided ince est in the common elements of, a condominium project BURNING BUSH known as:

[Name of Condominium Froject]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest. The mortgagor also hereby grants to the mortgagee, its successors and assigns, as ric'it and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium. This mortgage is subject to all rights, easements and covenants, provisions, and reservation contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association W1040 (page I of 2 pages)(5/05)

MULTISTATE CONDOMINIUM RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Let de r's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrove: Loes not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts stall 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.

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

JANUSZ KOLOLZIEJ, TRUSTEE OF THE JANUSZ KOLONZIEJ,

AS TRUSTEE UNDER THE JANUSZ KOLODZIEJ LIVING TRUST DATFS JUNE 28, 2005

BY SIGNING BELOW, THE UNDERSIGNED SETTLER(S) OF THE JANUSZ KOLODZIEJ, AS TRUSTEE UNDER THE JANUSZ KOLODZIEJ LIVING TRUST DATED JUNE 28, 2005, ACKNOWLEDGE ALL OF THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDER(S) THERETO AND AGREES TO BE BOUND HEREBY.

(Seal)

JANUSZ KOLODZIEJ

-Borrower

(SEAL)

-Borrower

-Borrower

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### REVOCABLE TRUST RIDER

#### DEFINITIONS USED IN THIS RIDER

| (A)                | "Revocable Trust."             | The JANUSZ KOLODZIEJ LIVING TRUST created under              |
|--------------------|--------------------------------|--|
|                    |                                | Trust Instrument dated June 28, 2005 for the benefit         |
|                    | Ox                             | of JANUSZ KOLODZIEJ  |
| •                  |                                |  |
| (B)                | "Revocable Trust Trustees"     | JANUSZ KOLODZIEJ trustee(s) of the                           |
|                    |                                | Revocable Trust  |
|                    |                                | 0/   |
| (C)                | "Revocable Trust "Settlor(s)." | JA NUSZ KOLODZIEJ settlor(s) of the Revocable Trust          |
| ` ,                |                                | signing below.   |
|                    | •                              |  |
| (D)                | "Lender."                      | MidAmerica Bank, fsb.  |
| ( <del>-</del> )   |                                | 4/2  |
| (E)                | Security Instrument."          | The Mortgage and any riders thereto of the same              |
| (2)                |                                | date as this Rider given to secure the Note to the Lender of |
|                    |                                | the same date and covering the Property (as defined below).  |
|                    |                                |  |
| (F)                | "Property."                    | The property described in the Courity Instrument and located |
| (-)                | 7 P                            | at:  |
|                    |                                |  |
|                    | 6880 V                         | V TOUHY AVE UNIT E, NILES, IL 60714                          |
| [Property Address] |                                |  |
|                    |                                |  |

THIS REVOCABLE TRUST RIDER is made this <u>25TH</u> day of <u>AUGUST</u>, <u>2007</u>, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:

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### 'ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNAY, BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

JANUSZ KOLODZIFI Trustee of the JANUSZ KOLODZIEJ LIVING TRUST under Trust Instrument dated June 28, 2005 for the benefit of JANUSZ KOLDPZIEJ

BY SIGNING BELOW, the undersigned Revocable True: Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound hereby. C/OPTS OFFICE