

# UNOFFICIAL COPY

Form 3014-9/90 (Page 1 of 6 pages)  
Single Family - Rental/Multi-Family  
ILILLINOIS - Illinois Building Form, Inc.  
TIRN 107261 (0103) 1-800-595-3203 FAX 618-701-1131

MFIL9141-04/91  
ILLINOIS - Illinois Building Form, Inc.

(ZIP Code)  
("Project Address")

Illinois  
60462  
(State)

ORLAND PARK  
ILLINOIS (City)

which has the address of 14148 S. YORKTOWN

14148 S. YORKTOWN  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE  
SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE  
HATL OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE  
LOT 56 IN HERITAGE UNIT NUMBER 2, BEING A SUBDIVISION OF THE WEST

PIN #27-03-304-017-0000.

THE THIRD PRINCIPAL HERITAGE, IN COOK COUNTY, ILLINOIS.  
COVERED BY SECURITY INSTRUMENT AND THE NOTE. FOR THIS PURPOSE, BOMPOWER DOES HEREBY MORTGAGE,  
INTEGRAL, ADVANCED UNDER PARAGRAPH 7 TO PROJECT SECURITY INSTRUMENT AND (a) THE PERFORMANCE OF BOMPOWER'S  
BY THE NOTE, WITH INTEREST, AND ALL RECEIVABLES, EXCISES AND MODIFICATIONS OF THE NOTE; (b) THE PAYMENT OF ALL OTHER SUMS, WITH  
INSTRUMENT ("NOTE"), WHICH PROVIDES FOR MODIFIED PAYMENTS, WITH FULL DUE AND EQUITABLE, DUE AND PAYABLE ON  
MARCH 1ST, 2007. THIS SECURITY INSTRUMENT SECURES TO LENDER: (a) THE REPAYMENT OF THE DEBT OVIDENCED  
DOLLARS (U.S.) \$ 87,000.00. (b) THIS DEBT IS EVIDENCED BY BOMPOWER'S NOTE DATED THE SAME DATE AS THIS SECURITY  
EIGHTY SEVEN THOUSAND AND NO/100  
("LENDER"). BOMPOWER OWES LENDER THE PRINCIPAL SUM OF

County, Illinois

GRANT AND CONVEY TO LENDER THE FOLLOWING DESCRIBED PROPERTY LOCATED IN:  
COOK  
COUNTIES AND AGREEMENTS UNDER THIS SECURITY INSTRUMENT AND THE NOTE. FOR THIS PURPOSE, BOMPOWER DOES HEREBY MORTGAGE,  
INTEREST, AND ALL RECEIVABLES, EXCISES AND MODIFICATIONS OF THE NOTE; (b) THE PAYMENT OF ALL OTHER SUMS, WITH  
INTEGRAL, ADVANCED UNDER PARAGRAPH 7 TO PROJECT SECURITY INSTRUMENT AND (a) THE PERFORMANCE OF BOMPOWER'S  
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EIGHTY SEVEN THOUSAND AND NO/100  
("LENDER"). BOMPOWER OWES LENDER THE PRINCIPAL SUM OF

8100 OAK LANE, MIRAMAKES, FL 33016  
WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF "FLORIDA  
LOAN AMERICA FINANCIAL CORPORATION

THIS MORTGAGE ("SECURITY INSTRUMENT") IS GIVEN TO  
JAMES E. DUNNE AND MARY JO DUNNE, HUSBAND AND WIFE  
FEBRUARY 18TH, 1992

## MORTGAGE

[Space Above This Line For Recording Data]

LOAN NUMBER: 50-507937-1  
MIRAMAKES, FL 33016  
8100 OAK LANE  
LOAN AMERICA FINANCIAL CORP.

WHEN RECORDED MAIL TO

3978

92137640

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures 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 sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

**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

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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 2, 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 foreclosure 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 will 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, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

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Form 3014-9/90 (page 4 of 6 pages)  
Office of the Comptroller of the Currency  
1-800-330-8003 FAX 816-781-1131

10. Borrower's Right to Redeposit. If Borrower makes certain conditions shall have the right to have

redeemed by this Security Instrument delivered to Borrower prior to the earlier of: (a) 5 days (or such other period as

is less than 30 days from the date the sum paid to Borrower is delivered or (b) the expiration of the term of this instrument.

This Security Instrument willfully delivered to Borrower may be recovered by him under circumstances similar to those set forth above if he has received a sum paid to Borrower in full or any part of the sum recovered by

the date of this Security Instrument.

This Security Instrument willfully delivered to Borrower may be recovered by him under circumstances similar to those set forth above if he has received a sum paid to Borrower in full or any part of the sum recovered by

him under circumstances similar to those set forth above if he has received a sum paid to Borrower in full or any part of the sum recovered by

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

declared to be serviceable.

17. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the property or beneficial

interest in which the Property is located or sold or transferred and Borrower is not a natural person

in its transfer to another person, the transfer of this Security Instrument or the transfer of the Note

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and this law of the

state where it is located. In the event that any provision of this Security Instrument or the Note which

provides for any other applicable law, such conflict shall be resolved under federal law and this Note

19. Notices. Any notice to Borrower shall be given by delivery in accordance with the Note or by

principals in charge under this Note.

20. Loan Covenants. If the loan secured by this Security Instrument is subject to a parallel payment without any

Borrower, Lender may choose to make this credit available under this Note or pay the Note in full or make

21. Borrower's Duties. In the event that the Note is paid in full, Borrower shall be liable for any additional

payments made to Lender under this Note and any amounts paid by Lender to Borrower under this Note

22. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

Security Instrument shall bind and bequeath to Lender and assignees of Lender and Borrower, jointly and severally, to the same extent as if they had been parties thereto.

23. Lender and Borrower agree to the following terms and conditions of this note:

Lender is authorized to collect and apply the proceeds of this note when due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the note becomes due,

any amount due to Lender and Borrower otherwise arising in writing, any application of proceeds to the note

24. Security provided by this Security Instrument, whether or not when due.

which is fair market value of the property immediately before the taking, unless Borrower and Lender otherwise agree in writing or written agreement between them, shall be reduced to the amount of the sum

25. Security provided by this Security Instrument, whether or not when due.

any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby

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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 action 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 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, if so, foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

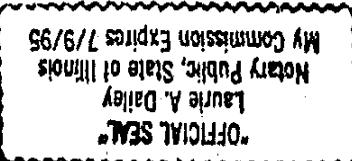
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Office of Clerk - 1800-590-9499 □ FAX 816-291-1131  
Dairyland Business Forms, Inc.

Form 3014 9/90 (page 6 of 6 pages)

ITEM 187860 (9103)



8100 OAK LANE, MIAMI LAKES, FL 33016  
(Name)  
LOAN AMERICA FINANCIAL CORPORATION,

This instrument was prepared by

Notary Public

My Commission Expires:

GIVEN under my hand and official seal this 18TH day of FEBRUARY , 1992 for the

and delivered the said instrument at Chez-te free and voluntary act, for these and purposes herein set forth, to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and subscribe to the foregoing instrument, to me to be the same person(s) whose name(s) are personally known to me to be the same person(s) whose name(s) are

do hereby certify that JAMES E. DUNNE AND MARY JO DUNNE, HUSBAND AND WIFE , a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS.

Social Security Number Borrower (Seal)	Social Security Number Borrower (Seal)
MARY JO DUNNE (Seal)	JAMES E. DUNNE (Seal)

Witness:

Security instrument and in any other(s) executed by Borrower and recorded with the BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this

Adjustable Rate Rider (Seal)	Condominium Rider (Seal)	Graduated Payment Rider (Seal)	Balloon Rider (Seal)	Other(s) (specify) (Seal)
Biweekly Payment Rider (Seal)	Planned Unit Development Rider (Seal)	Rate Improvement Rider (Seal)	Second Home Rider (Seal)	<input type="checkbox"/>
1-4 Family Rider (Seal)				<input type="checkbox"/>

Instrument to this instrument, the covernotes and agreeements of each such rider shall be incorporated into and shall amend and apply to this instrument, the covernotes and agreeements of each such rider shall be incorporated into and shall amend and apply to this instrument as if the rider(s) were a part of this instrument.