

PREPARED BY:
A. TANCOS
TINLEY PARK, IL 60477

UNOFFICIAL COPY

92163555

JTF 1C 274260 10c

COOK COUNTY, IL, ILLINOIS

RECORD AND RETURN TO:

HERITAGE BANK
17500 SOUTH OAK PARK AVENUE
TINLEY PARK, ILLINOIS 60477

1992 MAR 13 AM 9:58

92163555

Box 15

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 2, 1992

HERITAGE TRUST COMPANY
AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 03, 1976
AND KNOWN AS TRUST NUMBER 76-661

("Borrower"). This Security Instrument is given to

HERITAGE BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 17500 SOUTH OAK PARK AVENUE

TINLEY PARK, ILLINOIS 60477

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

ONE HUNDRED THOUSAND

AND 00/100

Dollars (U.S. \$ 100,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2007

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:
LOT 18 IN KAUP'S SCOTT COURT, BEING A SUBDIVISION IN THE NORTHWEST
1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-29-111-028

which has the address of 17017 SOUTH RIDGELAND, TINLEY PARK
Illinois 60477 ("Property Address");

Street, City ,

Zip Code

DPS 1089

Form 3014 9/90

Initials: _____

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-GR(IL) 10101

VMP MORTGAGE FORMS • (313)283-8100 • (800)521-7291

Box 15

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MP-ER(11) 8/1011

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Form 304 9/90
DPS 1090

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) consents in writing to the payment of the lien in a manner acceptable to Lender to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender's opinion operate to prevent the enforcement of the lien, or (d) secures from the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument. These obligations in the manner provided in paragraph 2, or if no paid in due manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and Lender shall pay amounts or ground rents, if any. Borrower shall pay taxes, assessments, charges, fines and impositions attributable to the Property which are levied by the appropriate authority.

4. Charges: Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which are levied by the appropriate authority.

5. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale. 5. credit against the sums secured by Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any

upward payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any twelve monthly payments, at Lender's sole discretion.

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

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 credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest 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 agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service which Escrow Items, unless Lender may hold charge due to holding the Funds, annually tallying the escrow account, of Escrow Items. Lender may not charge due to holding the Funds, Lender shall apply the Funds to pay the

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the principal of the Funds he held in a institution whose depositors are federal agency, instrumentality, or entity.

The Funds shall be held in a institution whose depositors are 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 date and reasonable estimates of expenditures of future lesser amount, if so, Lender may, 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 applies to the Funds related mortgagor, (c), may require for Borrower's account under the federal Real Estate Settlement Procedures Act of Lender may, (c) in lieu of the payment of mortgage insurance premiums, Lender shall account a lender for a federally 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 covenate as follows:

Variations by justiciable to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants

that all of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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5. Hazard or Property Insurance. Borrower shall keep the improvements 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 regulation), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

DPS 1081

Form 3014 9/90

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LMP-GR(L) 191011

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Form 3014 9/90
DPS 1092

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

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given as provided in this paragraph.

Borrower's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or 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 notice shall be directed to the Property Address

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or to the Note without that Borrower's consent.

17. Borrower's Covenants and Assumptions. The covenants and agreements of Lender and Borrower, subject to the provisions of this Security Instrument, shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums borrowed by this Security Instrument; and (b) is not personally obligated to pay the sums borrowed by this Security Instrument in the event of the original Borrower's death or incapacity or if Borrower's interest in the property covered by the Note is sold or transferred. The note of the original Borrower or otherwise modified, further or in any event, modify, amend or

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

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the exercise of any right or remedy.

11. Borrower Not Released; Forfeiture Note or Waiver. Extension of the time for payment of the note or the amount of the note or the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or accrue by this Security Instrument whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is taken by the state, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect all parts of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifically requested by Lender or for damage, direct or consequential, in connection with any condition or other taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the amount of the property taken.

10. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the amount of the property taken.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect all parts of the Property. Lender shall give

the premises required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender agrees to provide by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

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

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.

DPS 1083
Form 3014 9/90

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DPS 1094

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Why Commission Exemptions Dec. 7, 1993

Personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that they signed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth.

March 1, 1992

ANONYMOUS IS THE ENDLESS

1. Deed of Sale / Land Lease / Land Trust Officer -瑜伽 A Building
Amit Sankari
county and state do hereby certify that Linda Lee Luttrell, Linda Lee Luttrell,瑜伽 A Building
Amit Sankari

Counts:

STATE OF ILLINOIS, COOK

AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 06, 1976 AND KNOWN AS TRUST
NUMBER 26-661

HERITAGE TRUST COMPANY
Board Trust Officer (Seal)

Session 1

Witness

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- | | | | | | | | | |
|--|--|---|---|---|---|--|---|-------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) | <input type="checkbox"/> V.A. Rider |
|--|--|---|---|---|---|--|---|-------------------------------------|

[Check applicable boxes]

Instrument

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