

PREPARED BY:  
RITA MC KAY  
SCHAUMBURG, IL 60173

# UNOFFICIAL COPY

92181515

RECORD AND RETURN TO:

LASALLE TALMAN BANK FSB  
1900 EAST GOLF ROAD-SUITE L-10  
SCHAUMBURG, ILLINOIS 60173

ATTENTION: RITA MC KAY      [Space Above This Line For Recording Data]

## MORTGAGE

311621-2

THIS MORTGAGE ("Security Instrument") is given on **MARCH 11, 1992**  
VICTOR E. HEBERT  
AND ELEANOR M. HEBERT, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to  
LASALLE TALMAN BANK FSB

for the sum of \$108,000.00  
in principal amount, plus interest, to be paid in monthly  
installments, commencing April 1, 1992, at the rate of 10.5% per  
annum, and due on March 1, 2007, at the office of the  
lender, 1900 East Golf Road, Suite L-10, Schaumburg, Illinois.  
The date of recording is March 11, 1992.

which is organized and existing under the laws of  
address is 4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
ONE HUNDRED EIGHT THOUSAND  
AND 00/100

UNITED STATES OF AMERICA

, and whose

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 7 IN BLOCK 45 IN WINSTON PARK NORTHWEST, UNIT NUMBER 3, BEING  
A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING  
TO PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY,  
ILLINOIS, MAY 21, 1962 AS DOCUMENT NUMBER 18480176, IN COOK COUNTY,  
ILLINOIS.

02-13-209-007

which has the address of **1306 EAST SANBORN DRIVE, PALATINE**  
Illinois **60067** Street, City  
Zip Code ("Property Address")

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GRILL 9101

UNIFORM MORTGAGE FORMS 13014-9100-800-5-1291

DPS 1089  
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Initials *[Signature]*

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DPS 1080

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Form 301A 9/90

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

(f) 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 attain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay charges; liens, Borrower shall pay all taxes, assessments, charges, fines and impositions receivable by Lender to the Property third, 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 payable under paragraph 2. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument, shall apply to any Funds held by Lender at the time of acquisition of said assets, a credit against the sums secured by of the Property, shall apply to any Funds held by Lender prior to the acquisition of said assets, a credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of said

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

shall pay to Lender 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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt 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 application and Lender may agree to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Borrower and Lender in writing, however, to Lender's loan, unless applicable law provides otherwise, Lender shall give to Funds used by Lender in connection with this loan, unless applicable law permits otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an indefinite period serving as a charge. Escrow items, unless Lender's Borrower interest on the Funds and applicable law permits Lender to make such verifying the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually and zoning the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, to pay the Escrow items or such a liability. The Funds shall be held in an institution whose deposits are insured 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 expenditures of future 1974 as amended, "on time to time, if 2 U.S.C. Section 260 et seq., ("REFSPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount 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." (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 attain priority over this Security Instrument as a lien on the Property; (b) yearly taxes 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 Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest. Prepaid, Borrower shall pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

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

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**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 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 9/94

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

To be verifiable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are detailed below with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in which the Property is located. In the event that any provision of this Security Instrument or the Note is inconsistent with any other provision of law, such provision shall be given effect.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state where it is executed. Addressed herein to any other address designated by Notee 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.

Lender's address stated herein to any other address designated by Notee to Borrower. Any notice given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail unless otherwise used of another method. The notice shall be directed to the Property address

or by first class mail unless otherwise used of another method. The notice shall be given by delivery or by mailing

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing

preparation charge under the Note.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial preparation without any Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceeded the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest of other loan charges collected or in connection with the

13. **Loan Charge.** 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 the note without their Borrower's consent.

secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or sever Lender's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum Borrower's interest but does not exceed the Note; (d) is co-signing this Security Instrument only to mortgagor; Lender and Lender who co-signs this Security instrument shall be joint and several. Any Borrower who co-signs this Security

paragraph 17. Borrower's co-signers and agreements shall be joint and several. Subject to the provisions of

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

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

excessive of any right or remedy.

of interest. Any forfeiture by Lender in excess of any right of remedy shall not be a waiver of or prejudice the successors in interest. Any forfeiture by Lender in excess of any right of remedy shall not be a waiver of or prejudice the sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's commissary proceedings against Lender or Borrower's successors in interest to pay him off otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sum secured by this Security instrument or to any successor in interest for payment of modifiication

11. **Borrower Not Released; Forfeiture By Lender Not a 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 of clause 1 of such payments.

If the due date of this Security Instrument, whether or not then due

Lender is authorized to collect and apply the proceeds, at its option, either to restoration of part of the Property or to the sum

awarded or settled a claim for damages, or if, after notice by Lender to the condominium offers to make an

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium

be applied to the sum secured by this Security instrument whether or not the sums are then due.

Lender is liable to the sum secured by this Security instrument, whether or not the sums are then due

awarded or settled a claim for damages, or if, after notice by Lender to the condominium offers to make an

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium

be applied to the sum secured by this Security instrument whether or not the sums are then due.

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**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 the 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 due 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 1003  
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DPS 1094

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My Commission Expires JESSICA PETHEIS	My Commission Expires 7/9/95
NOTARY PUBLIC STATE OF ILLINOIS	NOTARY PUBLIC STATE OF ILLINOIS

GIVEN under my hand and affidavit sealed this  
free and voluntary act, for the uses and purposes herein set forth.  
me this day in person, and acknowledge that THEY  
signed and delivered the foregoing instrument as THEIR  
personally known to me to be the same persons whose names(s) subscribed to the foregoing instrument, appeared before

VICTOR E. HEBERT AND ELEANOR M. HEBERT, HUSBAND AND WIFE  
County and state do hereby certify that  
a Notary Public in and for said

STATE OF ILLINOIS, COOK  
County ss:

Borrower  
(Seal)

Borrower  
(Seal)

CO 281515

ELEANOR M. HEBERT  
(Seal)

VICTOR E. HEBERT  
(Seal)

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

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

(Check applicable box(es))

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 rider(s) were a part of this Security  
Instrument.

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