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PREPARED BY:
MARY L. GRIFFITH
FLOSSMOOR, IL 60422

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RECORD AND RETURN TO:

1992 MARCH PM 12:02

92229449

LASALLE TALMAN BANK FSB
3409 VOLLMER ROAD
FLOSSMOOR, ILLINOIS 60422

ATTENTION: MARY L. GRIFFITH

[Space Above This Line For Recording Data]

MORTGAGE

297082-1

318

THIS MORTGAGE ("Security Instrument") is given on **MARCH 23, 1992**
JOSE L. VARGAS
AND AMI VARGAS, HUSBAND AND WIFE

The mortgagor is

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

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose
address is **4242 NORTH HARLEM
NORRIDGE, ILLINOIS 60634**
FORTY FIVE THOUSAND FIVE HUNDRED
AND 00/100 Dollars (U.S. \$ 45,500.00).

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 5 IN BLOCK 7 IN THE RESUBDIVISION OF LOTS 2, 3, 6 AND 7 AND OF
LOTS 1, 2, 3, 4 AND 5 IN BLOCKS 4 AND 5 IN LANSING GARDENS,
A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF
SECTION 31, AND OF A PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH-
WEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID RESUBDIVISION FILED
IN THE OFFICE OF THE REGISTRAR OF TITLES, FEBRUARY 13, 1924 AS
DOCUMENT 207008, IN COOK COUNTY, ILLINOIS.

30-31-213-005-0000

which has the address of **17921 LORENZ, LANSING**
Illinois **60438** **Street, City**,
Zip Code **(Property Address)**:

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GRIFFITH 318

2000 FORM NO. 01-02-03 CB100 0600 6/23/99

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Form 3014 9/90
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DPS 1080

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more of the actions set forth above within 10 days of the giving of notice.

4. Security instrument. If Lender may give Borrower a notice terminating the loan, Borrower shall satisfy the loan or take one or this Security instrument. It Lender determines that any part of the Property is subject to a lien in which may attach priority over this Security instrument, if Lender determines that any part of the Property is subject to a lien in which may attach priority over this Security instrument of the lien in, legal proceedings shall apply to Lender's option to prevent the Lender from in any way, or detains against the instrument secured by the lien in a manner acceptable to Lender, unless Borrower (a) agrees in writing to the payment of the principal of the instrument secured by this Security instrument unless Borrower (a) agrees in writing to the payment of the principal of the instrument secured by the instrument.

5. 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 nonpayment 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 affect payment over this Security instrument, and legal expenses of ground rents, if any, Borrower shall pay which may affect payment over this Security instrument, charges, fines and impositions attributable to the Property.

6. Charges, assessments, charges, fines and impositions attributable to the Property shall pay all taxes, assessments, charges, fines and impositions attributable to the Property under paragraph 2;

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

8. Payment in Full of All sums Secured by this Security instrument or sale as a credit against the sum secured by this Security instrument, shall apply any funds held by Lender at the time of acquisition or sale of the Property, Lender prior to the acquisition or sale of the Property, shall apply any funds held by Lender under paragraph 2.

If upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds held by Lender.

9. Payment in Full of All sums Secured by this Security instrument, Lender shall make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the excess funds in accordance with the requirements of applicable law, Lender held by Borrower shall account to Borrower which pay to Lender the amount necessary to make up the deficiency, Borrower in writing and in such case Borrower will be most sufficient to pay the excess items when due, Lender may so notify Borrower in writing and in the event Lender held by Borrower in any case exceeds funds in accordance with the requirements of applicable law, Lender held by Lender in any case Borrower shall pay to the Fund held by Lender, Lender shall account to Lender all sums so used by this Security instrument.

If the Fund held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower which pay to the Fund held by Lender.

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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 flood 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 9/99

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

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

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the Note are declared null and void without the conflicting provision. To this end the provisions of this Security Instrument and the Note which can be construed in which the Property is located.

19. Notice. Any notice to Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address shall be that of any other address Lender designates by notice to Borrower. Any notice provided for in this

of 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

and that class mail unless otherwise provided for in this Security Instrument shall be given by delivering it or by mailing

prepaid return receipt under the date.

20. Payment of Borrower. If a refund redress principle, the reduction will be treated as a partial repayment without any

to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

to the permitted limit, and (b) any sums already collected from Borrower which exceed payment limits will be refunded to

loan exceed the permitted limit, then (a) any such loan charges shall be reduced by the amount necessary to reduce the charge

and that law is hardly interpreted so that the interests of other loan charges collected on or before collection with the

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 the Note without first Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeite or

forwards but does not exceed the Note, (a) co-signing this Security Instrument only to mortgage, any Borrower who co-signs this Security

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

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

any release of any right or remedy.

11. Borrower Not Releasable; Forfeiture Not a Waiver; Extension of the Time for Payment of Modifiable

possession the due date of the monthly payments required to paragraphs 1 and 2 of change the amount of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed an

amount demanded by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make an

offer to settle a claim to damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

if the Property is abandoned by Borrower, or if, after notice by Lender to any successor in interest of Borrower shall

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

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

of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or other

summons proceedings against any successor in interest of Borrower's successors in interest. Lender shall not be required to

release the liability of the original Borrower to any successor in interest of Borrower shall

not operate the property for the benefit of the sums secured by the Security Instrument or extension of the time for payment of modifiable

10. Covenants. The proceeds of any award of damages, direct or consequential, in connection with any

disbursement of other takings of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

insurable ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires, provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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17. Transfer of the Property or a Beneficial Interest in Borrower. All or part of the Property or any interest in it is sold or transferred (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 ten (10) 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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10/14/92

My Commission Expires 10/14/92
Notary Public
State of Illinois
Given under my hand and official seal, this 14 day of October, 1992
free and voluntary act, for the uses and purposes therein set forth.
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before
County and state do hereby certify that
JOSE L. VARGAS AND AMI VARGAS, HUSBAND AND WIFE
a Notary Public in and for said
THE UNDERSIGNED
STATE OF ILLINOIS, COOK
County ss:

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

- | | | | | | | |
|--|--|--|---|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Grandfathered 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 checked="" type="checkbox"/> 1-4 Family Rider | | | | | | V.A. Rider |
| | | | | | | Ballooon Rider |

Check applicable box(es)

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 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
Instrument.

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