

# UNOFFICIAL COPY

93416199

Form 2014 8/80	Amended 8/81
PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE ESTATE NUMBER 920009122	
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<p style="text-align: right;">93416199</p> <p style="text-align: right;">RECEIVED KODAK JAN 24 1994</p>	<p><b>MORTGAGE</b></p> <p>Loan # 0728469      5584929-3</p> <p>DEPT-A1 RECORDING 16001 TROY NY 1022 06/02/93 13:00:00</p> <p>43754 4 *-93-416199</p> <p>THIS MORTGAGE ("Security Instrument") is given on January 24th, 1992, in the County Recorder of PHILIPS B. KERKHOFFMARSH and ALIA SMITH, DNRARRED Dkt Recd Date Given On: 16001 TROY NY 1022 06/02/93 13:00:00</p> <p>[Space Above This Line for Recording Data]</p> <p style="text-align: right;">93416199</p> <p style="text-align: right;">9214944</p> <p style="text-align: right;">NOTE: RECORD TO ADD PARCEL 2.</p>
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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 any condemnation or other taking 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 immediately before the 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 amount of the sum secured 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 of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, 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.

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 then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; 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 provisions of paragraph 17. Borrower's covenants and agreements 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice 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.

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

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

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THEREUPON, all the improvements now or hereafter erected or placed on the property covered by this Security Instrument are hereby consolidated and has the right to mortgagel.

BORROWER COVENANTS that Borrower is lawfully entitled to the estate hereby consolidated and has the right to mortgagel.

and will defend generally the title to the Property is unencumbered, except for encumbrances of record. Borrower waives partial and covenants by jurisdiction to consolidate instruments for national use and non-national covingtons with limited liability.

THIS SECURITY INSTRUMENT combines uniform covingtons for record property.

variations by jurisdiction to consolidate a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covet national covingtons with limited liability.

1. PAYMENT OF PRINCIPAL AND INTEREST. Prepayments and Lender's Note and late charges due under the Note.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly insurance and assessments which may actually affect this Security Instrument as a lien on the Property; (b) yearly insurance 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 favor of the payee of mortgage insurance premiums. These items are called "Extra Items".

Borrower may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future years to Lender may hold Funds in an amount not to exceed the lesser amount.

Lender may charge Lender in connection with this loan, unless Borrower for holding and applying the Extra Items, or borrowing items, unless Lender may not charge Borrower for holding and applying the Extra Items, annually usually during the extra item period.

If any Extra Item is such as such an addition or in any federal Home Loan Bank, Lender shall apply the Funds to pay the Extra Item, Lender may not charge Borrower for holding and applying the Extra Item, or in any case, Lender shall apply the Extra Item.

The Extra Item shall be held in an escrow account until all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any excessive payments, all Lender's sole discretion.

If the Extra Item was made, The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Extra Item was not sufficient to pay the Borrower's claim for the Extra Item, Lender shall pay the Borrower the amount necessary to pay the Extra Item.

If the Extra Item was sufficient to pay the Borrower's claim for the Extra Item, Lender shall pay the Borrower the amount necessary to pay the Extra Item.

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

Funds held by Lender, if Lender shall accept the Note, or if the amount of the Extra Item is not paid in full, Lender shall pay the Borrower the amount necessary to make up the deficiency.

Funds held by Lender in accordance with the requirements of applicable law, prior to the acquisition of 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.

If the Extra Item is not sufficient to pay the Borrower's claim for the Extra Item, Lender shall pay the Borrower the amount necessary to make up the deficiency.

If the Extra Item is not paid in full, Lender shall pay the Borrower the amount necessary to make up the deficiency.

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

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 unpaid installments due under the Note, second, to amounts payable under paragraph 2;

4. CHARGES. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the property owned by, or detinends against encroachment of the lien, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in good faith the lien by Borrower which prioritizes paying direct to the parties involved.

If Borrower makes these payments directly over the lien which the Security Instrument is giving of notice, 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.

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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

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

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 recording costs.

21. Indemnity, but not limited to, reasonable attorney fees and costs of title evidence.

20. Recession; Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph caused by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding before the date specified in the note. Lender, at his option, may require immediate payment in full of all sums or before the date specified in the note. Lender shall receive payment of the default in the form Borrower of the right to reinstate after acceleration and the right to take in the possession of the property by this Security Instrument, foreclosed by judicial proceeding and sale of the same (d) trial failure to cure the default on or before the date specified in the note may result in acceleration of the note and keepered by this Security Instrument, foreclosed by judicial proceeding and sale of the property. The notice shall further (c) a date, not less than 30 days from the date to Borrower, by which the default must be cured and applicable law provides otherwise). The notice shall specify: (a) the date of acceleration under paragraph 17 unless of any covenant or agreement between Lender and Borrower prior to acceleration following Borrower's breach of any provision of this covenant or agreement.

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

relative to health, safety or environmental protection.

this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that specifies and identifies, available solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following subsections, gasoline, kerosene, other flammables or toxic petroleum products, toxic substances by

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is advised, by any government or regulatory authority, that governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any residentied uses and to maintenance of the Property.

Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal storage on the Property or in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or Hazardous Substances other in the Property, Borrower shall do, nor allow anyone else to do, anything affecting the Hazardous Substances due under the Note and this Security Instrument. There also may be one instrument removed or replaced by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances without prior notice to Borrower. A sale may result in a change in the entity known instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known information required by applicable law.

19. Sale of Note; Change of Lessor's Service. The Note or a partial interest in the Note (regarding with this Security instrument held by the new Lessor and the address to which payments should be made. The notice will also contain any other address of the Lessor Service and the address to which payments should be made. The notice will contain the name and address of the Lessor Service, or if there is a change of the Lessor Service, if the Lessor Service is a change of the Lessor Service, or more changes of the Lessor Service, indicated to a sale of the Note. If there is a change of the Lessor Service, Borrower will be given written notice of the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, Borrower will be given written notice of the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, or if the Lessor Service is a change of the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, or if the Lessor Service is a change of the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, as the "Lessor Service," that service mainly paying dues under the Note and this Security Instrument. There also may be one instrument removed or replaced by applicable law.

not apply in the case of a change in the instrument held by the new Lessor and the address to which payments shall now apply to the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, or if the Lessor Service is a change of the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, or if the Lessor Service is a change of the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, or if the Lessor Service is a change of the Lessor Service, indicating to whom payments shall now apply to the Lessor Service, as the "Lessor Service," that service mainly paying dues under the Note and this Security Instrument. There also may be one instrument removed or replaced by applicable law.

18. Borrower's Right to Remodel. If Borrower needs certain conditions, Borrower shall have the right to have permission by this Security Instrument without further notice of demand on Borrower.

Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this instrument for it to be valid, or (b) entry of a judgment enjoining this Security Instrument to any power of sale contained in this instrument, before or during any specific remedy for remodelling; (c) pays all expenses incurred in enforcing this Security Instrument, Lender will sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (d) Security instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays applicable law may specify for remodelling) before sale of the Property pursuant to any power of sale contained in this instrument of this Security instrument, including all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (e) pays all expenses incurred in enforcing this Security Instrument, Lender will sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (f) pays all expenses incurred in enforcing this Security Instrument, Lender will sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred.

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 for it to be beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at his 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 transfer. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this instrument for it to be valid, or (b) entry of a judgment enjoining this Security Instrument to any power of sale contained in this instrument, before or during any specific remedy for remodelling; (c) pays all expenses incurred in enforcing this Security Instrument, Lender will sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (d) Security instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays applicable law may specify for remodelling) before sale of the Property pursuant to any power of sale contained in this instrument of this Security instrument, including all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (e) pays all expenses incurred in enforcing this Security Instrument, Lender will sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (f) pays all expenses incurred in enforcing this Security Instrument, Lender will sum which then would be due under this Security Instrument and the Note as if no acceleration had occurred.

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RECORD AND RETURN TO:  
GORMAN MARKETING SYSTEMS, INC.,  
d/b/a G M S MORTGAGE CENTER  
800 E. NORTHWEST HIGHWAY - SUITE 900  
PALATINE, ILLINOIS 60067



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.

[Check applicable box(es)]

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 V.A. Rider       Other(s) [specify]

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.

Witnesses:

(Seal)  
PHYLLIS B. XIMENES, UNMARRIED  
Borrower

(Seal)  
AIDA SANTANA, UNMARRIED  
Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS:

I, a Notary Public in and for said county and state do hereby certify  
that PHYLLIS B. XIMENES, UNMARRIED and AIDA SANTANA, UNMARRIED,

County ss:

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the same free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this  
Germaine R. Serafini      24th      day of  
Notary Public, State of Illinois  
My Commission Expires: My Commission Expires 9/17/95  
▼▼▼▼▼▼▼▼▼▼▼▼▼▼

January 1992

Notary Public

This Instrument was prepared by: CHERYL NEYFELDT