

# UNOFFICIAL COPY

Return Recorded Doc To:  
Bank One Mortgage Corporation  
9399 W. Higgins Road, 4th Floor  
Reserve, IL 60018-4940  
Attn: Post Closing Department

A.T.G.F.  
BOX 370

93437575

[Space Above This Line For Recording Data]

## MORTGAGE

- DEPT-01 RECORDINGS \$31.00
- T9777 TRAN 9556 06/09/93 14:05:00
- 74760 0 06-273-437375  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **May 28, 1993**, The mortgagor is  
**BORIS SHEYMAN & YANNA GRINSHPUN, KNOWN AS HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **FIF(S) HOME MORTGAGE**

93437575

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **950 N. ELMHURST ROAD, #102 MT. PROSPECT, IL 60056** ("Lender"). Borrower owes Lender the principal sum of **One Hundred Seventy-Two Thousand Five Hundred and No/100** Dollars (U.S. \$ **172,500.00**).

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 **June 1, 2023**. 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 183 IN STRATHMORE IN BUFFALO GROVE UNIT NUMBER 1, IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1987 AS DOCUMENT NUMBER 20125932, IN COOK COUNTY, ILLINOIS. P.I. #03-05-115-047**

which has the address of **317 WINDSOR  
60089**  
(Zip Code)

**BUFFALO GROVE**  
("Property Address");

(Street, City).

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

UVM-6R(IL) (9105)

UVM MORTGAGE FORMS - (372400-10) 11/2007-2008

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Form 3014 9/90  
Amended 6/91  
Version: *3*

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of the sections set forth above within 10 days of the giving of notice.

Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to terminate the instrument. If Lender determines that any part of the Property is subject to a lien which may affect other than this Security Instrument, Lender shall provide satisfactory to Lender sufficient priority over this instrument of the lien, or (c) secures from the holder of the lien an agreement with Lender's opinion of law to prevent the enforcement of the lien, or (d) settles up front costs of the obligation secured by the lien in a manner acceptable to Lender.

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

Borrower shall pay promptly any sum which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in full, (b) conveys in good faith the lien to another who has paid in full the obligation, or (c) conveys in good faith the lien to another who has paid in full the obligation.

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 full, (b) conveys in good faith the lien to another who has paid in full the obligation, or (c) conveys in good faith the lien to another who has paid in full the obligation.

4. (Charges) Lender, Borrower shall pay all taxes, assessments, charges, charges, taxes and impositions distributable to the Property.

4. (Charges) Lender, to interest due; fourth, to principal due, and last, to any late charges due under the Note.

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;

Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender. (f), under Paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

monetary payments, all Lender's sole discretion.

to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months held by Lender to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is made, the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

any amount exceeding a additional security for all sums secured by this Security Instrument.

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, any required to be paid, Lender shall not be required to pay Borrower any interest or carryings on the Funds, Borrower and Lender in connection with this loan, unless application for, provides otherwise. Lender an agreement is made or applicable law however, Lender may require Borrower to pay a certain charge for an independent real estate tax reporting service used by the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender, if Lender is such an institution, or any Federal Home Loan Bank, Lender shall apply the Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually insuring the escrow account, or verifying items, Lender, if Lender is such an institution, or any Federal Home Loan Bank, Lender shall pay to the Escrow Items shall be held in an account in whose depositors are federal agency, trust, unit, or entity (including otherwise in accordance with applicable law,

estimates the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may demand from time to time, (2 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds sets a lower mortgage loan may choose for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," any; (c) clearly indicate insurance premiums, if any; and (d) my sums payable by Borrower to Lender, in accordance with the or profound rains on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") less; (e) yearly local taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly local paid premiums.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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

1. Payment of Premium and Interest; Prepayments and Late Charges. Borrower shall promptly 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

with general property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

grants and conveys the Property is lawfully seized of the estate hereby conveyed and has the right to interfere.

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

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

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

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13. Governing 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 Note contradicts or the Note is deemed to be ineffective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Notices. Any notice to Barrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the address Barrower specifies in this instrument or by electronic mail to the address Barrower provides in this instrument.

13. **Laura Charkas**, if this loan is secured by this Security instrument it is subject to all law which sets maximum loan charges and this law is firmly interpreted so that the interest or other loan charges collected or to be collected in connection with this loan and direct pay over may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to lender in a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge however, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge

12. Successors and Assignees Bound; Joint and Several Liability: Co-signer. The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of the co-signer and Borrower, subject to the provisions of this Note.

11. Borrower Not Responsible; Lender Not a Waller. Extension of the time for payment of nondelinquent 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 his successors in interest. Lender shall not be liable for any loss or damage suffered by Lender in connection with the exercise of any remedy which shall not be a waiver of or preclude the exercise of any further remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone by this Securitization until such time as not then due.

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

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 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: (i) the total amount of the sums 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 sums secured 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 due.

10. **Contingent liability.** 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

9. Inspection. Leader of the wagon may make reasonable entries upon and inspectors of the property, leader shall give

payments may no longer be required, at the option of Lender, in exchange for payment and release (in the amount and terms set forth in the Note) of all claims held by Lender against Borrower.

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

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 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 burnable 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.

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NOTARY PUBLIC, STATE OF ILLINOIS 6/27/97  
MY COMMISSION EXPIRES 6/27/97  
ANN M. HAMAN  
"OFFICIAL SEAL"

BANC ONE MORTGAGE CORPORATION  
CAROL ANDELL

REC'D - OR (4) (816)

This instrument was prepared by: CAROL ANDELL  
My Commission Expires: 6-27-93  
Given under my hand and official seal, this 28 day of May 1993  
Signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the  
personally known to me to be the same person(s) whose name(s)  
Anne M. Haman

Notary Public in and for said county and state do hereby certify that  
Anne M. Haman

STATE OF ILLINOIS,  
COOK COUNTY  
Anne M. Haman  
Notary Public  
(Seal)

BORROWER  
YANNA GRINSFELD  
(Seal)

BORROWER  
BOBBI S. SHEYMAN  
(Seal)

Witnesses:  
any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and all

the covenants and agreements in this Security Instrument as if the rider(s) were a part of this Security Instrument

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

Security Instrument, unless otherwise provided in the rider(s). 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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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
  - Grandparent Rider
  - 14 Family Rider
  - condominium Rider
- Biweekly Payment Rider
  - Biweekly Impayment Rider
  - Biweekly Impovement Rider
- Family Payment Rider
  - Family Impayment Rider
  - Family Impovement Rider
- Fixed Rate Rider
  - balloon Rider
  - V.A. Rider
- Second Home Rider
  - Other(s) [Specify]