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22 JUNIOR CLASSIC FESTIVAL - BIRMINGHAM, ALABAMA - APRIL 2010

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LOAN# 220001683 **MORTGAGE**

MORTGAGE

AUGUST 16 , 1993

THIS MORTGAGE ("Security Instrument") is given on AUGUST 16, 1993
The mortgagor is ADAM TRZEBUNIA AND ANNA TRZEBUNIA, HUSBAND AND WIFE ("Borrower").
This Security instrument is given to LIBERTY NATIONAL MORTGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF MICHIGAN, and whose address is 17W662 BUTTERFIELD ROAD, SUITE 300 OAKBROOK TERRACE, ILLINOIS 6018 ("Lender").
Borrower owes Lender the principal sum of ONE HUNDRED ONE THOUSAND AND NO/100

(U.S. \$ 101,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2008. 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 THE CITY OF CHICAGO, COOK County, Illinois:

THE CITY OF CHICAGO COOK County, Illinois:
LOT 29 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOT 28 (EXCEPT
THE SOUTH 10 FEET THEREOF) IN BLOCK 21 IN FREDERICK H. BARTLETT'S
THIRD ADDITION TO BARTLETT HIGHLANDS, BEING A SUBDIVISION IN THE
SOUTHWEST 1/4 OF THE SECTION 7, TOWNSHIP 38 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

9370-2-13
CHICAGO
(City)

19-07-305-062 A Negro male, age 27, born 1928, permanent place of residence at 5145 S New England, Chicago, Illinois, which has the address of 5145 S NEW ENGLAND

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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Page 1 of 8

Form 3014 9/90

LIFT #3014 1/91

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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's requirements, Borrower shall promptly give to Lender all receipts of paid

5. **Hazard of Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Premises 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 require a premium in excess of 10% of the amount insured. Borrower shall be responsible for all expenses of insurance, including premiums, taxes, assessments, renewals, and other charges.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower ("Borrower") agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contributes in good faith the lien by, or defends against, enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent him from recovering all or part of his investment in the property; and (c) secures from the holder of the lien, in legal proceedings which in the Lender's opinion operate to prevent him from recovering all or part of his investment in the property, an amount equal to the amount of the principal and interest due on the note plus all costs and expenses of collection and defense.

portion owned by plaintiff. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If portions of the documents delivered by plaintiff to Lender in connection with this paragraph are not delivered to Lender, Borrower shall promptly furnish to Lender a copy of such documents.

4. **Chargers; Lenses.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which do not interfere with, or purport to affect, the use of the property, to any one charged due under the notes.

and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third,

Instrumentation of Pavements. Unless applicable law provides otherwise, all payments received by Leander under subparagraph 3.3.3.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition of sale of the Property to the summa received by this Security

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

The Funds shall be held in an institution whose depositors are insured by a federal agency, intramurality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding funds and applying the Funds, annuallyanalyzing the escrow account, or certifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such a charge. However, Lender may require Borrower to pay some time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be entitled to any Borrower's any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid to the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each item to the Funds was made. The Funds are needed as additional security for all sums secured by this Security instrument.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments which may actually accrue over this Security Instrument as a lien on the Property; (b) yearly leasehold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedure Act of 1974 as amended from time to time. [12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current debt and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.]

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

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and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may require 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 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) is 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

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18. Borrower's Right to Remodel. If Borrower makes certain contributions, Borrower shall have the right to have remodeling of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specifically require) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment against this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which he would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other conveyances of a judgment against this Security Instrument; and the seller of the Property agrees to pay the sum of all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the line of this Security Instrument shall continue unimpeded. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective.

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.

16. Borrower's Copy: Borrower shall be given one contemporaneous copy of the note and of this 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 instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument.

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

15. Governing Laws; Severability. This Security Instrument shall be governed by and the law of the jurisdiction in which the Property is located. In the event that any provision of 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.

he declined to have given to Borrower or Lender when given as provided in this paragraph.

reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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; (b) is co-signer; (c) signs Secuity Instrument only to mortgage; (d) is not personally liable and convey his Borrower's interest in the property under the terms of this Security Instrument; (e) is not personally liable and convey his Borrower's interest in the instrument; and (f) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without his/her/its consent.

11. Borrower Not Kept Held
Renterameeke by Lender Not A Waiver.
Extension of the time for payment or modification of the instrument or security interest
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's successors in interest. Lender shall not be required to
commence proceedings against any successor in interest for payment modify amortization of the sums
secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be
waived. Any exercise by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right
or remedy.

Unless Lessee 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of 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.

SecuritY instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) 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 sums secured before the taking, otherwise law otherwise provides, the proceeds shall be applied to the sums secured by this instrument whether or not the sums are then due.

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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.

9,370 1643

and agrees to accept the premises subject to the same.

RE: RICHARD WILSON - Borrower agrees that the property herein described is subject to the terms of this instrument.

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original copy

copy (20) additional pages

copy (20) pages

original (20) pages

original (20) additional pages

original (20) additional pages

original (20) pages

original (20) additional pages

original (20) additional pages

RE: RICHARD WILSON

This instrument is acknowledged by the undersigned as being a true copy of the original instrument, which is filed in the office of the Clerk of the Circuit Court of Cook County, Illinois.

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

Form 3014 9/90

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Form 3014-9/90
Banks, Form Supply Co., Inc. (800) 446-6635
Page 6 of 8
UFT 3014-9/90

MAIL TO

RECORD & RETURN TO: LIBERTY NATIONAL MORTGAGE CORPORATION
17662 BUTTERFIELD ROAD, SUITE 300
OAKBROOK TERRACE, ILLINOIS 60181

My Commission expires:	IRMA MEJA
Notary Public, State of Illinois	My Commission Expires Jan 28, 1995
"OFFICIAL SEAL"	

Given under my hand and affixed seal this 16TH day of AUGUST 1993.

Signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**
, personally known to me to be the same person, whose name(s) **ARE**
do hereby certify that **ADAM TRZEBUNIA AND ANNA TRZEBUNIA, HOUSEHOLD AND WIFE**
, Notary Public in and for said county and state,
(Signature)

STATE OF ILLINOIS, County ss:

(Space Below This Line for Acknowledgment)

Social Security Number _____

(Seal) Borrower _____

Social Security Number _____

(Seal) Borrower _____

Social Security Number 334-76-1557

(Seal) ANNA TRZEBUNIA Borrower _____

Social Security Number 338-74-6563

(Seal) ADAM TRZEBUNIA Borrower _____

Witnesses:

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

Other(s) (specify)

- Adjustable Rate Rider
- Commodity Rider
- 1-4 Family Rider
- Grandfathered Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

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)]