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Prepared By:

CAPITAL FEDERATED, INC.
3601 ALGONQUIN RD., SUITE 326
ROLLING MEADOWS, ILLINOIS 60008

When Recorded Mail To:

CAPITAL FEDERATED, INC.
3601 ALGONQUIN RD., SUITE 326
ROLLING MEADOWS, ILLINOIS 60008



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93138390

Document No 1894682

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 7**, 1993
The mortgagor is **STEVEN B GOSSAGE AND BARBARA J GOSSAGE, HUSBAND AND WIFE**

This Security Instrument is given to **CAPITAL FEDERATED, INC.**
AN ILLINOIS CORPORATION

which is organized and existing under the laws of the State of **ILLINOIS**, and whose address is **3601 ALGONQUIN RD., SUITE 326**
ROLLING MEADOWS, ILLINOIS 60008 ("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED TWO THOUSAND AND 00/100**

(U.S. \$ **102,000.00**). 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 **OCTOBER 1, 2023**. The 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:

THE SOUTH 1/2 OF LOT 7 IN BLOCK 2 IN CLYBOURNE'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-07-401-005

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DEPT-01 RECORDING	\$31.50
T#0011 TRAN 6908 09/15/93 15:16:00	
45845 # *-93-738390	
COOK COUNTY RECORDER	

which has the address of **5121 NORTH WINCHESTER AVENUE, CHICAGO**

(Street)

(City)

Illinois

60640

("Property Address")

(Zip Code)

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.

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

Laser Forms Inc. (800) 446-3555

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Initials: **SAC**

6/24

Form 3014 9/90

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single family - family members may transfer instruments held by another to Lender all receipts of paid premiums 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 renews, Borrower shall promptly give to Lender all receipts of paid premiums payable to Lender's rights to maintain coverage under the Note.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall to protect Lender's rights in the Property in accordance with paragraph 7.

be uninsuredability withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to insure coverage carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not require, for which Lender requires, this insurance subject to the amounts and for the periods that Lender insures against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or measured against losses by fire, hazards included within the term "extended coverage" and any other hazards, including floods or

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property for so long above within 10 days of the giving of notice.

lender, Lender may give Borrower a notice indemnifying the lien. Borrower shall satisfy the lien or take one of the actions herein, or (c) secures from the holder of the Property, its security over this Security instrument to prevent the enforcement of the judgment against the holder of the lien in, legal proceedings which to the Lender's opinion operate to prevent the enforcement of to the payment of the obligation accrued by the lien in a manner acceptable to Lender (b) causes in good faith the lien by, or defendants against enforcement of the lien in, legal proceedings which to the Lender's opinion operate to prevent the enforcement of to the payment of the obligation accrued by the lien in a manner acceptable to Lender (a) agrees in writing

Borrower shall provide any lien which has priority over this Security instrument unless Borrower (a) agrees in writing

Borrower makes these payments directly to Lender to Lender receives evidence of the payments. Borrower shall pay all amounts due under the Note to Lender directly to the Note. If the amount provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if the amount provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the

4. Charges Lien. Borrower shall pay all taxes, assessments, charges, fines and unpaid dues attributable to the Property which

to interest due, fourth, to principal due; and last, to any late charges due under the Note.

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 prepayment charges due under the Note; second, to amounts payable under paragraph 2; third,

Instrument. Upon payment in full of all sums secured by this Security instrument, Lender shall account to the Note.

shall apply any funds held by Lender at the time of acquisition or sale a credit against the sums accrued by this Security by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property.

Upon payment in full of all sums secured by this Security instrument, Lender shall refund to Borrower any Funds held

payments, at 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 to pay the Escrow items when due, Lender has so notify Borrower in writing; and, in such case Borrower shall pay all sufficient to pay the Escrow items when due, Lender has 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

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

pledged as additional security for all sums secured by this Security instrument.

of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are in writing, however, than interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting to the paid, Lender shall not be required to pay Borrower any interest on the Funds. Borrower and Lender may agree to be paid, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest connection with this loan, unless applicable law permits Lender to make such a charge. However,

Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in items, unless Lender is liable under the applicable law to pay the escrow account, or verifying the Escrow items.

Lender, it Lender is liable in institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including

applicable law.

due on the basis of current data and reasonable estimates of expenditures of future Escrow items of otherwise in accordance with may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds 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

loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from may, at any time, collect and hold Funds in an amount not to exceed the maximum amount for a federally related mortgage

provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums. These items are called "escrow items". Lender may already mortgagor insurance premiums, if any; and (c) any sums payable by Borrower to Lender, in accordance with the

any; (d) yearly flood insurance premiums; (e) yearly monthly insurance premiums, if any; (f) yearly hazard of property insurance premiums; (g) yearly flood insurance premiums; (h) ground rents on the Property, if any; (i) yearly hazard of property insurance premiums; (j) yearly hazard of property insurance premiums; (k) yearly liability insurance premiums; (l) yearly leasehold payments of

assessments which may affect property over this Security instrument as a lien on the Property; (m) yearly taxes and on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (n) yearly taxes and

2. Funds for Taxes and Insurance. Subject to applicable law and late charges due under the Note.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines and summarizes covenants for a limited use and non-transferable covenants with limited variations

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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 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

18. Borrower's Right to Reinstatement without further notice or demand on Borrower.
of this Security Instrument at any time prior to the earlier of (a) 5 days after 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; (b) early upon receipt of a judgment entered against this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which he would be due under this Note as it no acceleration had occurred; (b) pays Lender all sums which he would be due under this Note as it no acceleration had occurred; and the Note is paid in full. Note 19. Security Instruments. This instrument and the Note are the only instruments and agreements between the parties hereto relating to the property described above.

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 law.

17. Transfer of the Property or a Beneficial Interest in Borrower's interest of any part of his property of any interest in it is sold or transferred to a third party by Lender or he exercises his option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by the date of this instrument.

15. **Governing Law; Severability.** This Security Instrument shall be governed by the federal law and the law of the jurisdiction in which the Property is located. In the event that any provision 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 copy of the Note and of this Security Instrument.

Be advised that no holder of a U.S. Patent or Trademark registration may sue for infringement of a U.S. Patent or Trademark unless he has been given a proceeding in this paragraph.

14. Notices. Any notice to Borrower provided for in this Section shall be given by delivery in writing or by mailing a copy of any letter addressed as a formal pleading without any preparation charge under the notice.

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 sum 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 taking a direct payment to Borrower. If a refund

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Shippers.** The covenants and agreements of this Security instrument shall bind and affect 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 assigns this Security instrument but does not execute the Note; (a) to assign his Security instrument only to mortgagee, 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 sums secured by this Security instrument; and (c) agrees that Lender, or 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 that Borrower's consent.

11. Borrower Not Responsible for bearable 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 release the liability of the original Borrower or Borrower's successors in interest if Lender has received payment in full of all amounts due under this instrument.

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.

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 due at the time.

Security Lien 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.

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as if no acceleration had occurred. However, the 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 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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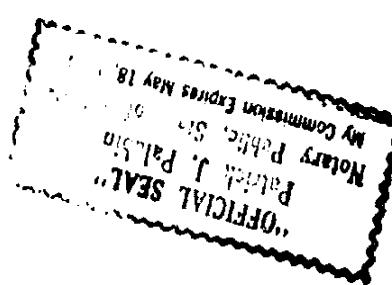
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My Commission expires:

Given under my hand and official seal, this 7TH

Notary Public

19 93

day of SEPTEMBER

Beth J. Palubin

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 to do **THEY**
(personally known to me to be the same person(s) whose name(s))

do hereby certify that **STEVEN B GOSSEAGE AND BARBARA J GOSSEAGE, HUSBAND AND WIFE**
, a married couple, Public in and for said county and state,

County of

Cook Co., IL

STATE OF ILLINOIS,

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witnesses:

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.

Other(s) [Specify]

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