

PREPARED BY:  
BONNIE LEGENZA  
CHICAGO, IL 60639

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
CRAGIN FEDERAL BANK FOR SAVINGS  
5133 WEST FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639

93092874

[Space Above This Line For Recording Data]

## MORTGAGE

1-67204-02

DEPT-01 RECORDING \$31.00  
T61232 TRAN 3441 02/04/93 11:12:11:00  
9315 4 44-93-092874  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on JANUARY 26, 1993  
CARLOS J. QUINO  
AND NELLY R. QUINO, HUSBAND AND WIFE

The mortgagor is

(\*Borrower"). This Security Instrument is given to  
CRAGIN FEDERAL BANK FOR SAVINGS

93092874

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose  
address is 5133 WEST FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639  
Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED NINE THOUSAND 109,000.00  
AND 00/100 Dollars (U.S. \$ 109,000.00).

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 FEBRUARY 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 COOK

County, Illinois:  
LOT 251 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDENS  
SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

which has the address of 2149 WEST BERTEAU, CHICAGO  
Illinois 60648 ("Property Address");  
Zip Code

Street, City,

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

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VAMP MORTGAGE FORMS - 13131203-8100 - 19601621-7201

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DPS 10BB

Form 3014 9/90

Index

B. J. L.  
N.R.E.

Box 403

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Form 301A 800

APR 1960

Rev. 2-6-6

ENRUL 800

make of the Note and forth above within 10 days of the giving of notice.

If Security Lien terminates, Lender may give Borrower a notice terminating the lien. Borrower shall notify the Lien of like one or two days before terminating it. Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Lien.

Assignment of the Lien, or (c) action from the holder of the Lien in a manner susceptible to transfer notwithstanding the Lien to him, or otherwise against the Lien in legal proceedings, which in the Lender's opinion adequate to prevent the Lender from recovering his principal payment of the Lien in the ordinary course of law, or (d) continuation of the Lien in good faith if the Lien relating to the payment of the principal directly due by the Lender over this Security Lien is in any manner susceptible to transfer; (e) continues in good faith if the Lien in

Borrower fails to pay the principal directly due by the Lender according to Lender's evidence of the payment.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence of the payment.

If the person used pays, Borrower shall promptly furnish to Lender all notices to be paid under the Partnership, these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly which may affect priority over this Security Lien, and Borrower shall pay them on time directly to the Partnership.

4. (Change) Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions which relate to the Partnership, to Lender direct, to principal due, and last, to any late charge due under the Note.

1 and 2 shall be applied: first, to any prepayment charge due under the Note; second, to amounts payable under paragraphs 2;

3. Application of Payment, Lender applies law providers otherwise, all payments made by Lender under paragraphs

this Security Lien.

of the Note.

Funds held by Lender, (c) under paragraph 2, Lender shall require of all the Partnership, Lender, prior to the application of any

Upon payment in full of all sums accrued by this Security Lien, Lender shall promptly refund to Borrower any

overdue payment, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

time to the next payment to pay the Secured Lender when due, Lender may notify Borrower in writing, and, in such case Borrower

for the sum of Funds in consideration permitted to be held by Lender shall be held by Lender until application to amounts on the Funds.

If this Funds held by Lender exceed the amount permitted to be held by Lender shall be held by Lender until application to Borrower.

debt to the Funds was incurred. The Funds are used exclusively for this Security Lien.

within charge, in annual accounting of the Funds, showing: date and debts to the Funds and the purpose for which and

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall be entitled to pay Borrower any interest or advances on the Funds,

and by Lender in connection with this loan, unless applicable law provides otherwise, Lender is entitled to the foregoing service

charge. However, Lender may require the borrower to pay a one-time charge for an immediate and extra the foregoing service

or otherwise, unless funds held by Lender interest on the Funds and applicable law permits Lender to make such

exception, Lender may not charge Lender for holding and applying the Funds, similarly understanding the exception, to

(including Lender, if Lender is also a creditor) or in any federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in a separate account which depends on a federal agency, independently, or entity

borrower terms of otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current debt and reasonable estimates of future

debt a lesser amount of, and held Funds in an amount not to exceed the lesser amount

1/4 as standard from time to time, (2) (S.C. Section 2607 et seq., (RESPA)), under another law that applies to the Funds

Lender may, at any time, collect and hold Funds to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage interest premiums, these fees are called "escrow fees,"

if any; (c) ready money insurance premiums, if any; (d) any sum payable by Borrower to Lender, in accordance with

of ground rents on the Property; (f) any ready money premium; (g) ready fixed insurance premiums,

and assessments which may attach priority over this Security Lien as a lien on the Property; (b) ready fixed insurance premiums,

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) ready fixed

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

provided it and interest on the debt evidenced by the Note and any prepayment and late charge due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charge, Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT contains covenants covering real property.

which by its substance to contain mutual covenants with limited

and will defend generally the Property against all claims and demands, subject to any encumbrances of record, Borrower waives

and convey the Property to the Borrower, except for amounts and non-amounts of record, Borrower waives

any and every right to have the Property repossessed, except for amounts and non-amounts of record, Borrower waives

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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; Leasetholds.** 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 1a, 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 leasethold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasethold 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 trust reserve in lieu of mortgage insurance. Loss reserve

DPB 1001

Form 2014, 08/00

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1004 (V) MDP

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DPS 1092

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

13. **GOVERNMENT LAW AND 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 of this Security Instrument is held invalid or unenforceable without affecting the remaining provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it by first class mail unless otherwise required by law or other method, if the notice shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the property address of my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the address of Lender designated by notice to Borrower. Any notice provided for in this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Joint Guaranty.** If the loan secured by this security instrument is subject to a law which bars intercession against, and that law is lawfully interpreted so that the intercessor or other joint obligors 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 loan secured by the jointed limits; and (b) any sums already collected from borrower which exceed the principal owed under the note or by making a direct payment to borrower, if a refund redemptions principal, the reduction will be treated as a partial prepayment without any power, lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to borrower. However, if a refund redemptions principal, the reduction will be treated as a partial prepayment without any power, lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to borrower.

**12. Successions and Acquisitions** **Founders, Joint and Separate Liability** (available) The shareholders and beneficiaries 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 convienants and agreements shall be joint and several. Any Borrower who co-opts this security instrument shall be liable to Lender and Borrower, subject to the provisions of this paragraph 17, for the obligations and benefits the successors and assigns of Lender and Borrower, subject to the provisions of Note without limit Borrower's consent.

11. Borrower Not Releasee; Post-Exercise Rights by Lender Not a Waiver. Extension of the time for payment of principal and of amortization of the sums advanced by the Security Interimant granted by Lender to any successor in interest of Lender shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to pay over to any successor in interest of Borrower's share of the sums advanced by the Security Interimant granted by Lender to any other person.

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

If the Property is demanded by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of title to either of the condominiums, 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, in its option, either to restoration of part of the Property or to the sum awarded by this Security Instrument, whether or not then due.

If Lender's demand and Borrower's failure to respond to Lender within 30 days after the date the condominium offers to make an award of title to either of the condominiums, Borrower, any application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 1 and 2 or change the amount of such payments.

In the event of a total taking of the property, the proceeds shall be applied to the sum set aside by the first holder of the same paid to the property manager, but if there is less than the amount of the sum received before the taking, unless the owner and lessee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be kept by the property manager but the lessee is entitled to less than the amount of the sum received immediately before the taking. Any balance shall be paid to the owner. In the event of a partial taking of the property in which the first holder of the property manager has the right to withdraw, he may do so provided that the property is worth the sum received before the taking. Any balance shall be paid to the owner. In the event of a partial taking of the property in which the first holder of the property manager has the right to withdraw, he may do so provided that the property is worth the sum received before the taking.

10. A non-assignment, the proceeds of any award to claim for damages, other than compensation within any  
11. Compensation of other liability of any part of the Property, or for conveyance in lieu of condemnation, we hereby agree and  
12. shall be paid to [REDACTED]

9. Inspection. Under or by agreement may make reasonable inspection upon and inspection of the property. Landlord shall give

the following year (1999) provided by an independent appraiser and later confirmed by Landauer & Associates, Inc., a nationally known appraisal firm.

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**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 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.

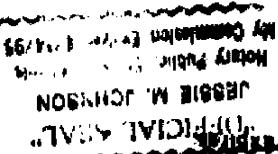
**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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QPS 1084

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Given under my hand and official seal, this 26th day of  
June 1998, for the uses and purposes herein set forth,  
I, CARLOS J. QUINO, and wife, sign and deliver this said instrument to THEIR  
nearest and voluntary agent, for the uses and purposes herein set forth,  
per sonality known to me to be (the name of person whose name(s) is subscribed to this foregoing instrument, apparend before  
me this day in person, and acknowledged the same).

CARLOS J. QUINO AND NELLY R. QUINO, HUSBAND AND WIFE

County and state do hereby certify that  
we, Notary Public in and for said

County as:

STATE OF ILLINOIS, COOK

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

Borrower

(Signature)

NELLY R. QUINO

CARLOS J. QUINO

Witness

Witness

In any order(s) indicated by Borrower and recorded with it,  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider       | <input type="checkbox"/> Grandfathered Payment Rider    | <input type="checkbox"/> V.A. Rider         |
| <input type="checkbox"/> Gundamium Rider             | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Ballroom Rider     |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Second Home Rider  |
|  | <input type="checkbox"/> Rate Improvemant Rider         | <input type="checkbox"/> Other(s) (specify) |

(Check applicable box(es))

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.