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REF ID:  
3286735

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WHEN RECORDED MAIL TO

**TCT MORTGAGE CORPORATION**

#### **COLLABORATIVE AVANTAGE**

WINDHAM POINTS, NH 55402

1495 NUMBER 1 591854341

**COOK COUNTY, ILLINOIS  
FILED FOR RECORD**

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**93266755**

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# MORTGAGE

**THIS MORTGAGE ("Security Instrument") is given by  
The Proprietor, RACHEL F. CUMMINGS AND MARY ANN CUMMINGS, as Husband and Wife,**

**TCP MORTGAGE CORPORATION**, a duly organized corporation of the state of Minnesota, whose address is **801 MARQUETTE AVENUE, MINNEAPOLIS, MN 55402**, and whose principal place of business is at the above address, is the holder of the promissory note of **ONE HUNDRED TWENTY NINE THOUSAND AND NO/100** (\$129,000.00) dated January 1, 1988, made by **Borrower** to **Lender**. Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY NINE THOUSAND AND NO/100 Dollars (U.S. \$ 129,000.00). 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 MAY 1ST, 2013. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extenstions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security in 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**

1. **Breakfast** - including the price of a **hot meal** or **coffee** and **juice** (not breakfast tea or soup) and **coffee** and **juice** for **two persons** (not breakfast tea or soup).

**PROBLEMS** 1. A rectangular plot of land has an area of 400 square meters. If the width of the plot is 10 meters, what is its length?

WILLIAMSON, ROBERT W., 1870-1943. *Williamson's guide to the British Isles*. London: T. C. & E. C. Jack, 1902.

which has the address of 7434 N. LAWLER and the telephone number 6-1866 or longer, if necessary, and the name of the business  
the office of which is located at 7434 N. LAWLER, and the name of the city, town or place where it is located, and the name of the  
business, office, or place where it is located, and the name of the city, town or place where it is located.

**Zip Code:**  Indicates zip code for delivery purposes only

**GREAT LAKES REGIONAL PARTNERSHIP**  
12 Southgate Drive • Suite 100 • Duluth, MN 55804-2200 • (218) 722-0000

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(selected for good) 06/01 1100 hours

ITGM 18702 (2022)

Paragraph 2: third, to increase due; fourth, to mitigate due; and last, to any late charges due under the lease.

### **3. Applications of Payments.**

Secured by this Security Instrument.

Upon payment in full of all sums accrued by this Society instrumental, Lands shall promptly refund to Bowdoin my funds held by Lands, etc., under paragraph 21, Lands shall acquire of all the property lands, prior to the acquisition or sale of the property, shall apply any funds held by Lands as the time of acquisition of said lands, and a copy of the deed or

If the Funds held by Lender exceed the amounts permitted, it shall be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the excess Funds held by Lender exceeds twelve monthly payments, it Lender's sole discretion.

second by the St. Simeon Synodicon.

The Funds shall be held in an account whose deposits are limited by a federal agency, institutionally, or entity (including Lender, if Lender is such an institution) as in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Bechtow Items, Lender may not charge Borrower for holding and applying the Funds and usually analyzes the Bechtow Items, unless Lender pays Bechtow interest on the Funds and applies the law generally account, or voluntary the Bechtow Items, unless Lender pays Bechtow interest on the Funds and applies the law generally Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an unperformed service used by Lender in connection with him, unless applicable law provides otherwise. Lender in addition shall give to Borrower, without charge, an annual account showing credit and debits to the Funds under which each debt is due, The Banks are entitled to sue all Lender shall give to Borrower, without charge, an annual account showing credit and debits to the Funds, showing credit and debits to the Funds of amounts on the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds at rates or percentages on the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds at rates agreed to, except to the extent that interest is required to pay Borrower any interest agreement to be paid. Lender shall not be required to pay Borrower any interest

amounts may be exceeded due to losses / potential losses may exceed the amount of funds due on the basis of current debt and reasonable estimates of economic / future factors. In case of otherwise in accordance with applicable law.

amounts to a lesser fee a reasonably related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, § 2601 et seq., ("RESPA"), unless otherwise set forth in this Article.

payments of \$2,000 funds on the property, U.S. (c) every hundred of property interests, U.S. (d) every hundred of property interests, U.S. (e) yearly wages balance premium, U.S. (f) any sums payable by borrower to Lender, in excess of what the providers of partnership, U.S. (g) any amount not to exceed the maximum items are called "extra items," Lender may, at any time, collect and hold funds in an amount not to exceed the maximum

1. Payment of Protection and Insurance; Preparation 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 the  
lender under the Note.

2. Friends for Taxes and Liens or Taxes. Subjacent to applicable law or to a written waiver by Lender, Borrower shall pay  
in Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Friends") for (a) yearly  
taxes and assessments which may accrue over this Security Instrument as a loss on the Property; (b) yearly taxes and  
assessments which may accrue over this Security Instrument as a loss on the Property; (c) yearly taxes and

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

**THIS SCATTERITY INSTRUMENT** combines uniform convenience for national use and non-uniform conveniences within limited variations by justification to constitute a uniform security instrument covering real property.

SONG HEAVEN CLOUDS AND MOUNTAINS  
magnificent, grand and convey the Property and that the Property is unencumbered, except for encumbrances of record.

**TOOBRIGHT** WITH THE USE OF APPROPRIATE INSTRUMENTS, HOW TO MEASURE AND RECORD THE PROGRESS, AND THE ESTIMATES, UPON WHICH THE BUDGET IS BASED.

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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, 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 or 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; Tenants.** 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 foreclosure 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 ordering 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 insurance company 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. Inspections.** Lender or its agent may make measurable 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 Item 107(a) (eees)

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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 countermold 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, in its option, require immediate payment in full of all sums accrued by this Security Instrument. However, this option shall not be exercised by lender if exercise is prohibited by federal law or this Security Instrument. Lender may, in its option, require immediate payment in full of all sums accrued by this Security Instrument.

**13. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Purchaser is located. In the event that any provision of this Security Instrument is held to be invalid or unenforceable, such provision shall not affect other provisions of this Security Instrument, and the Notes can be given effect without the conflicting provision. To this end the provisos of this Security Instrument and the Notes are declared to be severable.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of a notarized method. The notice shall be directed to the mailing address or any other address Borrower designates by notice to Lender. Any notice provided for in this instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**13. Loan Charges.** If the loan accrued by this Society, instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the intention of the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan as may be reduced by the amount necessary to reduce the charge to the permitted limits, if it is a refund reduction by reducing the principal owed under the Note or by making a direct payment to Borrower; (b) any sums already collected from Borrower which exceed permitted limits will be charged to the permitted limits, if it is a refund reduction by reducing the principal owed under the Note without any premium payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower.

11. Borrower's Right to Remedy: Forbearance by Lender Not a Waiver. Expansion of the time for payment of principal or the date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

If the Proprietary is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium officer 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 made under is authorized to collect and apply the proceeds, at its option, either to reapplication or repart of the property or to sue sums received by this Security instrument whether or not then due.

are then due.

other wireless providers, the proceeds shall be applied to the sums secured by this Security Instrument which or for the purpose

occurred immediately before the linking, unless a Botowocer and Lederachter otherwise agree in writing or unless applicable law

any condominium or other interest of any part of the Property, or for conveyance in lieu of condemnation, the Party  
assigned and shall be paid to Lender.

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## EXHIBIT A

LOT 31 IN SHEKLETON'S ORIOLE PARK, BEING A SUBDIVISION OF PART OF LOTS 14, 15, 16  
AND 17 IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF  
THE NORTH HALF OF THE SOUTH EAST QUARTER AND THE SOUTH WEST QUARTER OF THE SOUTH  
EAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN. ALSO THAT PART LYING WEST OF THE EAST LINE OF ROAD OF THE  
NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE

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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 a under 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 recording costs.

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

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

WITNESS:

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF ST. CLAIR, MICHIGAN, ON THE 10TH DAY OF JUNE, 2002.

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF ST. CLAIR, MICHIGAN, ON THE 10TH DAY OF JUNE, 2002.

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF ST. CLAIR, MICHIGAN, ON THE 10TH DAY OF JUNE, 2002.

Form 2024-0700 (page 3 of 8 pages)

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ITEM 1476L0 (92G2)

801 MARGUETTE  
(names)  
(address)

TCF MORTGAGE CORPORATION

This document was prepared by

Many People

you a man

May 1, 1921, day of -  
S

My Commission expires: 12-2-44

Given under my hand and official seal, this

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free and voluntary act, for this was and purpose therefore set  
and delivered by said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

*(Signature)* , personally known to me to be the same person(s) whom(s) I witnessed name(s).

are by certainty that

• A Notary Public can and for valid country and state.

County as:

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BY SIGNED BELOW, Borrower accepts and agrees to the terms and conditions contained in page(s) 1 through 6 of the Security Instrument and in any rider(s) executed by Borrower and recorded with it.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Creditworthiness Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> Guaranteed Premium Rider	<input type="checkbox"/> Indexed Premium Rider	<input type="checkbox"/> Incentive Premium Rider	<input type="checkbox"/> Interest Only Rider	<input type="checkbox"/> Life Insurance Rider	<input type="checkbox"/> Non-Participating Premium Rider	<input type="checkbox"/> Participating Premium Rider	<input type="checkbox"/> Premium Deferral Rider	<input type="checkbox"/> Premium Increase Rider	<input type="checkbox"/> Premium Reduction Rider	<input type="checkbox"/> Premium Waiver Rider	<input type="checkbox"/> Premium Yield Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Second Rider	<input type="checkbox"/> Special Rider
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24. **Warranties to third Security Intermediaries.** If one or more persons who executed by electronic and recorded telephone transmission, the covernotes and agreements of such other shall be incorporated into and shall amend and supplement the covernotes and agreements of this Security Intermediary in accordance with the terms and conditions of this Agreement.