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LOAN # 3604357 **9339675***

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181


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93396754 [Space Above This Line For Recording Data]

MORTGAGE

This instrument is a security instrument for the principal sum of \$**51,500.00** DEPT#4 RECORDING **#60574** 05/25/93 16:42:00
RECEIVED BY LENDER - PAY AS ADVICE GIVES THIS SECURITY INSTRUMENT TO THE BORROWER FOR THE SUM OF \$**51,500.00** TRAC#46795/93 COOK COUNTY RECORDER
RECEIVED BY LENDER - PAY AS ADVICE GIVES THIS SECURITY INSTRUMENT TO THE BORROWER FOR THE SUM OF \$**51,500.00** TRAC#46795/93 COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on MAY 18th, 1993 . The mortgagor is

BERNARD J. GUINAN and ANJANET GUINAN, AS TENANTS IN COMMON, hereinafter referred to as "the mortgagors" to the world that they, the said **BERNARD J. GUINAN and ANJANET GUINAN, AS TENANTS IN COMMON**, do hereby mortgage, grant and convey to the said **SUBURBAN BANK OF HOFFMAN SCHALMBURG**, hereinafter referred to as "the lender", their interest in the property described below, as security for the payment of all sums due by them to the lender, and for the performance of all covenants and agreements contained in this instrument, to the intent that the same shall be held by the lender as security for the principal sum of \$**51,500.00** (hereinafter referred to as "the principal sum"), for the payment of which the lender has given to the mortgagors a promissory note, dated May 18th, 1993, for the principal sum of \$**51,500.00** (hereinafter referred to as "the note").

The principal sum is to be paid to the lender in monthly payments of \$**333.33** (U.S. \$**333.33**), plus interest at the rate of **9.5%** per annum, commencing with the first payment due on June 1st, 1993, and continuing until the principal sum is paid in full. The lender may prepay the principal sum at any time, provided that the lender gives the mortgagors **30** days written notice of such prepayment. The principal sum will be applied to the principal amount of the note, and any remaining balance will be held in trust by the lender for the benefit of the mortgagors.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument, ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JUNE 1, 2003**. 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 **TAX ID #:** 07-09-007-037, **VOLUME NO.:** 187 **COOK** County, Illinois.

LOT 37 IN BLOCK 140 IN THE HIGHLANDS AT HOFFMAN ESTATES XI, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1960 AS DOCUMENT 17848413, IN COOK COUNTY, ILLINOIS.

This instrument is being prepared for you by Midwest Mortgage Services, Inc. It is not yet final, and the information contained herein is subject to change until you receive your copy of the final version. If you have any questions or concerns about the document, please do not hesitate to contact us at 1-800-521-7281. We appreciate your business, and we look forward to serving you.

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Hoffman Estates, IL

HOFFMAN ESTATES **(Signed, City)**

1455 GENTRY ROAD
60195 **(Property Address)**
[Zip Code]

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

3604357 **-SR(IL) (8108)**

VMP MORTGAGE FORMS - (313)223-8100 - (800)521-7281

Form 3614-8108
Amended 1991
Take late: **16**

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Form 301 (Rev. 6/19)

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Form 301 (Rev. 6/19)

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

Security Instrument, Lender may give Borrower a notice terminating the lease. Borrower shall notify the lessor or lessee of more than one part of the Property is subject to a security interest of the lessee. Borrower shall notify over this instrument if Lender determines that any part of the Property is subject to a lease which may affect this instrument or the lessee, or (c) notices from the holder of the lessor in possession subject to Lender's right to terminate the instrument of the lessee, in, legal proceedings which in the lessor's opinion operate to prevent the by, or defeats any claim of the lessor to do less in a manner acceptable to Lender; (b) notices in good faith the lessor authorizing to the payment of the obligation recorded by the lessor in any manner unacceptable to Lender; (a) notices in

Borrower shall promptly discharge any lessor which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly receive evidence of payment.

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 not paid in full manner, Borrower shall pay them on time directly to the which may affect priority over this Security Instrument. This includes payments of ground rents, if any. Borrower shall pay these 4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

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

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

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition of real as a credit toward the sums received by this held by Lender, if, under paragraph 2, Lender shall acquire of all the Property, Lender, prior to the acquisition of all of the upon payment in full of all sums received by this Security Instrument, Lender shall pay immediately to Borrower any Funds

monetary payments, if Lender's sole discretion.

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 may do ready Borrower, and, in such case Borrower shall pay the sufficient to pay the Escrow Items when due, unless applicable law, if the amount of the Funds held by Lender is any sum is the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender to be paid, Lender shall not be regulated by

regulations in connection with this loan, unless applicable law, provides otherwise. Unless an agreement is made or applicable law

However, Lender may require Borrower to pay a certain charge for an independent real estate tax reporting service used by

the Escrow Items, unlike Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

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

any amounts so held, except as detailed below, in accordance with this Security Instrument.

The Funds are pledged as additional security for all sums received by this Security Instrument.

annual accounting of the Funds, showing credits and debits to the funds and the purpose for which each debit to the Funds was

Lender may agree to writing, however, this instrument shall be paid on the Funds, Lender shall give to Borrower, without charge, an

regulates interest to be paid, Lender shall not be regulated by

law, unless applicable law, provides otherwise. Unless an agreement is made or applicable law

Lender may require Borrower to pay a certain charge for an independent real estate tax reporting service used by

the Escrow Items, unlike Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

However, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying

lenses. Lender may not charge Federal Home Loan Bank, Lender shall apply the Escrow Items, if Lender is in an institution

lender, if Lender is sure, an institution whose deposits are insured by a federal agency, including, a unitary

otherwise in accordance with applicable law.

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may

unpaid from time to time, 12 U.S.C. Section 2601 et seq. ("FSLPA"), unless another law that applies to the Funds sets a lesser

mortgage loan may require, for Borrower to pay a certain charge for an independent real estate tax reporting service used by

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

(e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

and assessments which may affect this Security Instrument as a lien on the Property; (e) yearly leasehold payments, if

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

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

principal 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; Prepayments and Late Charges. Borrower shall promptly pay when due the

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

Variations by jurisdiction to constitute a uniform Security Instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for normal use and non-uniform covenants with limited

granted generally to the Property against all claims and demands, subject to any encumbrances of record.

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

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

TOGETHER WITH all the improvements now or hereafter erected on the property. All replacements and additions shall also be covered by this Security Instrument, and

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment 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, those 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

shall consist of the amount of the unpaid balance of the principal amount of the note plus interest accrued thereon plus any other amounts due under the terms of the note, plus any amounts due under the terms of any other documents or instruments executed by the parties hereto.

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Form 304 (1966) Page 4 of 8

be severable. Given in witness whereof, the Borrower has affixed his signature below and the Note is hereby acknowledged and delivered to him.

IN WITNESS WHEREOF, the Lender has affixed his signature below and the Note is hereby acknowledged and delivered to him.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change in 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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My Commission Expires 5/22/96
Notary Public, State of Illinois
REND A CHRISTINE WEIGLE
NOTIFICATION SEAL

OAKBROOK TERRACE, IL 60181
1901 SOUTH MURRAY AVENUE, SUITE 300
MIDWEST MORTGAGE SERVICES, INC.
#R(1) (9106) RECORD AND RETURN TO: Page 6 of 6
My Commission Expires 5/22/96
REND A CHRISTINE WEIGLE
NOTIFICATION SEAL

This Instrument was prepared by:
JENNIFER PORTNER

Notary Public

Given under my hand and official seal, this 16th day of May, 1995.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s)

I, *Christine Weigle*, Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, *Christine Weigle*
County of *Christine Weigle*
-Borrower
(Seal)

ANJANEET GUINNAN *Anjaneeet Guinnan*
-Borrower
(Seal)

BERTRAM J. GUINNAN *Bertram J. Guinnan*
-Borrower
(Seal)

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

24. Rides to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- 1-A Family Rider
 - Condominium Rider
 - Planned Unit Development Rider
 - Graduate Payment Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Other(s) [Specify]
- V.A. Rider
Balloon Rider
Graduated Payment Rider
Second Home Rider

25. Rides to this Security Instrument. If one or more riders are recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

26. Rides to this Security Instrument. If one or more riders are recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

27. Rides to this Security Instrument. If one or more riders are recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

28. Rides to this Security Instrument. If one or more riders are recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

29. Rides to this Security Instrument. If one or more riders are recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

30. Rides to this Security Instrument. If one or more riders are recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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