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Recorded
AFTER RECORDING MAIL TO:

WESTAMERICA MORTGAGE COMPANY

1 S. 660 MIDWEST ROAD
OAKBROOK TERRACE, IL. 60181

DEPT-01 RECORDING \$35.50
T#0014 TRAN 7762 10/03/95 09:45:00
#2467 JW #95-668364
COOK COUNTY RECORDER

AP# 00097853 #97
LN# 00097853 #97

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 21, 1995. The mortgagor is HENRY HAMBLIN, MARRIED TO KATIE HAMBLIN

SJ439425W
("Borrower"). This Security Instrument is given to WESTAMERICA MORTGAGE COMPANY A COLORADO CORPORATION existing under the laws of THE STATE OF COLORADO 5655 S. YOSEMITE STREET, ENGLEWOOD CO. 80111 ("Lender"). Borrower owes Lender the principal sum of Seventy One Thousand Two Hundred Fifty Dollars and no/100 Dollars (U.S. \$71,250.00). 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, 2025. 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 18 IN BLOCK 3 IN TITLEY'S SUBDIVISION OF LOT 1 IN THE CIRCUIT COURT PARTITION OF THE WEST HALF OF THE SOUTHEAST QUARTER (EXCEPT THE SOUTH 33.33 ACRES THEREOF) AND OF THE NORTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE SOUTH 33.33 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #13-29-401-017

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which has the address of 2715 NORTH MASON AVENUE , CHICAGO
[STREET] (CITY)
Illinois 60639 ("Property Address");
[ZIP CODE]

35.00 SR

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FRAME/FILM INSTRUMENT
PAGE 2 OF 8
ISCS/CMDT1/0894/3014(0990)-L

2. Funds held in applicable law under Note to a written waiver by Lender, Borrows shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue under the Note; (b) yearly leasehold payments of gross rents on the Note; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federal, state or local 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, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise provided in the Note. Lender may hold Funds in an amount not to exceed the lesser of current basis of collection or the lesser of current basis of collection plus reasonable expenses of future Escrow Items in accordance with applicable law.

The Funds shall be held in an institution whose officers are insured by a federal agency, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, or charge Borrows for holding the Funds and applying the Funds annually during the escrow account, or vice versa the charge Borrows for holding the Funds, unless Lender pays Borrows interest on the Funds and applies law permits a Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for a undeposited real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay interest on interest or earnings on the Funds. Borrower and Lender may agree, notwithstanding any provision of the Funds held by Lender in writing, and, in such case Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the date of the note by Lender to the Borrower in writing, and, in such case Borrower shall pay to Lender the amounts necessary to pay the Escrow Items when due, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the account to Borrower for the excess Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the date of the note by Lender to the Borrower in writing, and, in such case Borrower shall pay to Lender the amounts necessary to pay the Escrow Items when due, Lender shall make up the deficiency in sole discretion.

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform property with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the entire 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteances, 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 recorded to in this Security instrument as "Property".

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

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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.

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9. Inspection. Lender or its agents 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.

8. Mortgage Insurance. If Lender receives a demand of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in accordance with any writing between Borrower and Lender or applicable law.

Borrower shall pay the premiums required to maintain mortgage insurance ends in accordance with any writing between Borrower and Lender, or to provide a service, until the requirements for mortgage insurance ends in accordance with any writing between Borrower and Lender are satisfied.

Lender (referred to herein as "Borrower") provides by Lender appropriate becomes available and is satisfied.

Required coverage (in the amount and for the periods that

required, all the option of Lender, if mortgage insurance coverage (in the amount and for the periods that

required, all the option of Lender, if mortgage insurance coverage (in the amount and for the periods that

case payments as a loss reserve in lieu of mortgage insurance. Loss reserve payable amounts may no longer be

Borrower when the insurance coverage lapses or ceases to be in effect, Lender will use and certain

Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by

Lender, if substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to

Borrower of the mortgage insurance previously in effect, from an estimate mortgage insurance to obtain coverage substantially equivalent to the cost to

equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to

Lender, if substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to

Borrower when the insurance coverage lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially

insurance in effect, for any reason, the mortgage insurance coverage required by Lender lapses or

ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially

secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage

secured by this Security Instrument as a condition of making the loan

Any judgments issued by the court under this paragraph shall become additional debt of Borrower unless Security instrument specifies otherwise from the date of disbursement; at the Note rate and shall be payable in installments upon notice from Lender to Borrower requiring payment.

7. Protection of Landowner's Rights. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Landowner's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws as regulations), then Landowner may do and pay for whatever is necessary to protect his interests in the Property until such time as a final judgment is entered in the proceeding.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lien/Security; Borrower shall not merge unless Lender agrees to the merger in writing. Property as Borrower's principal residence for at least one year after the date of occupancy the circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or encumber otherwise agrees in writing, which consent shall not be unreasonably withheld, unless Lender 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 licen created by Lender's security interest. Borrower may cure such a default and remitiate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that Lender's good faith determination of the licen creates no right to sue for damages or attorney fees. Borrower's security interest in the property in default, in information shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information which the loan evidence by the Note, including, but not limited to, representations concerning Borrower's credit history of the property as a principal residence. If this security instrument is on a leasehold, Borrower shall comply with all the provisions of the property as principal residence. Borrower agrees to the merger in writing.

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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 Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers 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 given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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.

11. Borrower Not Released; Forbearance 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 commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, 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 and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 sums 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 making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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20. Hazardous Substances. Borrower shall not cause or permit the presence, storage, 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 sections shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (including with this Security Instrument) may be sold one or more times without prior notice to Buyer(s). A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments under this Note and this Security Interest instrument. There also may be one or more changes of the Loan Servicer in the event of bankruptcy (known as the "Loan Servicer"), which may pay more than under the Note and this Security Interest instrument. There also may be one or more changes of the Loan Servicer in the event of a change in the security interest (known as the "Loan Servicer") that collects monthly payments due under this Note and this Security Interest instrument. The Note or a partial interest in the Note (including with this Security Instrument) may be sold one or more times without prior notice to Buyer(s). A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments under this Note and this Security Interest instrument.

18. Borrower's Right to Recourse. If Borrower meets certain conditions, Borrower will have the right to have recourse against his Security Instrument if he fails to pay him prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for recourse) before Prepayment plus sum to pay off the principal amount due under the Note; or (b) 60 days from the date of the original payment if the Note has not been paid in full. Those conditions are that Borrower: (a) pays Lender all sums which Lender would be entitled to receive under this Security Instrument and the Note as if no recourse had occurred; (b) certifies in writing that he has not received any acceleration notice; and (c) pays all expenses incurred by Lender in collecting on the Note.

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 this notice is delivered or mailed within which Borrower must pay all sums accrued by this Securitization instrument. If Borrower fails to pay these sums to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. **Printer's Copy:** Borrower shall be given one contemporaneous copy of the note and of this security instrument.

15. **Governing Law; 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 instrument is held invalid or unenforceable, it will not affect the validity of the remaining provisions of this instrument or the Note. The Note constitutes a valid and enforceable note of record.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender when given as provided in this Paragraph.

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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.

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)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] _____

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

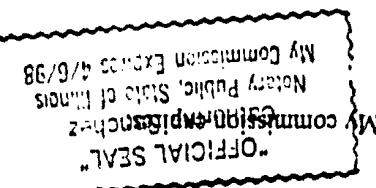
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FINMA/FHLMC UNIFORM INSTRUMENT
IS/CMDTIL//0894/3014(0990-L PAGE 8 OF 8

This instrument was prepared by: WEST AMERICA MORTGAGE COMPANY
Address: 1 S. 660 MIDWEST ROAD
OAK BROOK TERRACE, IL 60181



Given under my hand and official seal, this 21st day of September 1993
for the said instrument as he is hereinafter voluntary act, for the uses and purposes herein
delivered to the said instrument, appeared before me this day in person, and acknowledged that he/she signed and
acknowledged the same in his/her presence, and subscribed to the foregoing
personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing
set forth.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
HENRY HAMBLIN, MARRIED TO KATIE HAMBLIN and Katie Hamblin,
personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he/she signed and
subscribed to the same in his/her presence, and acknowledged the same to be his/her true and
legitimate signature.

STATE OF ILLINOIS
County ss:

[Space Below This Line For Acknowledgment]

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

* HAS EXECUTED THIS MORTGAGE
FOR THE SAME PURPOSE OF
PERFECTING THE WAIVER OF
HOMESTEAD RIGHTS.

Witnesses:
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in pages 1
through 8 of this security instrument and in any rider(s) executed by Borrower and recorded with it.

LNN# 00097853 #97 AP# 00097853 #97

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