RETURN TO:

GMAC MORTGAGE CORPORATION OF PA

9501 WZST 144TH PLACE

ORLAND PARK

IL 50462 ,

DEPT-01 RECORDING

\$31.00

T\$0012 TRAH 9361 02/28/96 12:52:00 \$5278 \$ ER * 75-15292; COOK COUNTY RECORDER 152927

96009161

[Space Above This Line For Recording Data]

MORTGAGE

LOAN #

4-005827-61

THIS MORTGAGE ("Security I strument") is given on PEBRUARY 26, 1996

. The mortgagor is

ENRIQUE B. GERVAIS AND APPREY O. GERVAIS, HIS WIFE

("Borrower"). This Security Instrument is given to

GMAC MORTGAGE CORPORATION OF PA

which is organized and existing under the laws of aidress is 8360 OLD YORK ROAD, ELKINS PARK, PA 19027-1590

and whose

ONE HUNDRED EIGHTY-FIVE THOUSAND AND 00/100

("Leuder"). Borrower owes Lender the principal sum of

185,000.00 Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly MARCH 01, 2026 payments, with the full debt, if not paid earlier, due and payable on 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 County, Illinois: described property located in

LOT 55 IN DYNASTY LAKE ESTATES UNIT II, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, BAST OF THE TRIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINCIS.

TAX I.D. NUMBER: 31-02-100-011-0000 (THIS EFFECTS UNDERLYING PROPERTIES)

which has the address of 60429 Rlinois

3902 STREAMWOOD DRIVE

HAZEL CREST

[Street, City],

[Zip Codel

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

GMACM - CMS.0012.IL (9508)

Page 1 of 6

Form 3014 SINO Initials: >

("Property Address");

BOX 333-CTI

UNOFFICIAL COPY

GMACM - CMS.0012.1L (9606)

06/6 A 1'05 mon

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

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

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold gayments or ground rents, if any. Borrower shall pay

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

purgrephy Land 2 shall be applied: first, to any prepayment charges due under the Note; second, to an ounts payable under Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a creat apply any Funds held by Lender at the time of acquisition or sale as a creat apply any Funds held by Funds held by Lender. If, under paragraph 21, Lender shall acquire orisell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender size promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

chall pay to Leader the amount necessary to make up the deficiency, Borrower stall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so notiny Bortower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable lay. If the amount of the Funds held by Lender at any if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credit, and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interist shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, unless apprehale law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pays Bergwer interest on the Funds and applicable law permits Lender to make such Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, it Lender is such an in thin hon) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an incattation whose deposits are insured by a federal agency, instrumentative, or entity

Escrow items or otherwise in accordance vith applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. It so, beader may, at any time, collect and hold Funds in an amount not to exceed the lesser amount: 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan tay equire for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any ince, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of purgraph 8, in tieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if any; (c) years mongage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority ever this Security instrument as a lien on the Property; (b) yearly leasehold payments 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

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Bottower and Lender covenant and agree as follows:

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

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

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." fixtures now or bereafter a part of the property. All replacements and additions shall also be covered by this Security

TOCETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, and

Lender may make proof of loss if not made promptly by Borrower. premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lener. The right to hold the policies and renewals. If Leiter requires, Borrower shall promptly give to Lenuer an receipts of the insurance carrier and Lender. Policies and lenewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender all receipts of Borrower Wils to maintain coverage described above, Lenger may, at Lenger s solviding the regulate shall be chosen by Borrower subject to Lender's approval the lemi classes and any other hazards, including improvements top existing or hereafter erected on the Unless Lender and Borrower otherwise agree in writing, insurance process shall be applied to restoration or repair of the restoration or Unless Lender and Borrower Outerwise agree in the restoration or repair is economically feasible and Lender's ecurity is not lessened. If the restoration or incompanies resourced shall be applied to the sums Property damaged, if the restoration or repair to become, the insurance proceeds shall be applied to the sums of the insurance of the insuranc secured by this Security leasure or Length Society Instrument, whether or not then due, with any excess Paid to Bottower. If Bottower abandons the Secured by this Security Instrument, Whiching the from Lender that the insurance carrier has offered to settle a ciaim, then property or to pay sums Property, or does not answer within so ways a month of the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums Lender may collect the insurance process. Leaves and this Security Institution, whether of not then due. The 30-day period will begin when the notice is given as a natural of noticinal shall not established. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extent or and 2 on shanow the amount of the nayments. If under Unless Lender and Borrower of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments, it uncer and proceeds resulting from Postpone the due date of the monthly payments to the Process is acquired by Lender, Borrower's fight to any insurance policies and proceeds resuming the secured by this Security Instrument. Paragraph 21 the Property is acquired by Lenuci, Southways a comment of the source for the sums secured by this Security Instrument * **Vi** * S 4

He which the which the which any provision or clause of this security instrument of the which can be which can be seen in the svent that any provision or clause of this security is localed. In the event that any provision or clause security instrument and the work are declared thin said in conflict shall not affect other provisions of this security instrument and the work are declared to the provision of the said the which said the work are declared to the said the which said the work are declared to the said t Law, Geverability instrument shall be governed by federal law and the law of the hole which can be law, becautify instrument or clause of this Security instrument or the country instrument or the same of this Security instrument or the which can be instrument or the hole property is located. In the event that any provisions of this Security instrument or the hole which can be instrument. Scurity in the property is located in the event that any provided in this paragraph. 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Other address Lender designates by notice to lender when given as provided in this paragraph. Lender's address since to have been given to Borrower or Lender when given as provided in this paragraph. Address mail unless applicable law requires use of another method. The notice thalf be given by first class mail to have the form of the f Address Address Address and the security instrument shall be directed to the property Address of motive method. The notice shall be directed to the property and the class mail to the motive of motive to Lender and the motive of Lender and the law regulars by instead to Lender and the law first class mail to the law and the law and the law in the law Mayinen shall be given by delivering it or by mailing security instrument shall be given by delivering it or by mailing strument shall be given by delivering it or by mailing struments shall be directed to the property Address ld. Notices to an integrate of another method. The notice shall be directed to the property Address ld. Borrower. Lender may choose to make this refund by state principal owed under the Note or by making a direct may choose to make this refund by the reduction will be treated as a panial prepayment without any payment to Borrower. If a refund reduction will be treated as a panial prepayment without any payment the Note. to the principal owed under the Notes of by making a direct of the need to the to reduce the entried limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the refunded to be making a direct which exceeded permitted limits will be refunded to be making a direct loan entried limit and (b) any such loan charge the permitted limit and (c) any such loan from Borrower which load under the Note or by making a direct loan limit limit limit charge this refund by salveing the permitted limit and consistent and loan entries and limit and limits will be refunded by salveing the permitted by salveing the permitte and that is thatly interpreted so that the interest or other form borrower which exceeded permitted limits will be refunded to loom energy which exceeded permitted limits, then: (a) any such loom charge shall be reduced by the amount necessary to reduced to any such loom charge shall be reduced by the amount of limits will be refunded to loom energy in any such loom charge shall be reduced by the amount of limits will be refunded to loom energy of any such loom charge shall be refunded to loom energy in the permitted limits will be refunded to loom energy in the permitted limits will be refunded to Loun Charges. It the loan secured by this Security Instrument is subject to a taw Which sets maximum foan charges with the table to the confection with the charges of the beginning in connection with the table to the charges collected or to be collected in connection with the charges and that the table to that the charge to the charge to the charge to the charge to the charge the charge to the charge the charge that the permitted limits, then it is the permitted in the permitte Lour Charges, If the loan secured of the confection with the loan charges collected of 10 be collected in connection with the loan secured by this Security Instrument of the Note connection with the loan secured by the Security Instrument of the Note collected of 10 be collected in connection with the loan charges collected of 10 be collected in connection with the loan charges collected of 10 be collected in connection with the loan charges. security instrument; and (e) agrees that Lender and any other bornower that agree to extend, meanly, tonce, who with regard to the terms of this Security instrument is subject to a law with regard to the terms of this Security instrument is subject to a law with regard to the terms of this Security instrument is subject to a law with regard to the terms of this Security instrument is subject to a law with regard to the terms of this Security instrument is subject to a law with regard to the terms of this Security instrument is subject to a law with regard to the terms of this security instrument is subject to a law with regard to the terms of this security instrument. Borrower's incommodations with regard to the terms of this Security Instrument, (b) is not personally contained in the property under the terms of this Security Instrument of the Note any other without that Borrower's consent. Borrower's in the property under the terms of this Security Instrument of the Note without that Borrower's consent. Instrument, only to morteage, grant and convey that security instrument, only to morteage, grant and convey that Bottower, astreet to extend, medity, forbeat or sometiment, but does not extend, medity, forbeat or sometiment, but does not personally obligated to pay the sums of this Security Instrument, but does not extend, medity, forbeat or sometiment by this Security does not be sometiment. Paragraph 13. Bottower's covenants and agreements shall be joint and several. Any Bottower who co-signs this security instrument only execute the property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums horten and agreements of this Security Instrument, (b) is not personally obligated to pay the sums hortens and agreements of this Security Instrument, (b) is not personally obligated to pay the sums are sums. Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of lender and Borrower who co-signs this Security instrument shall be joint and several, the successors and assigns be joint and several that the successors are and convey that provided the stant and convey that provided the stant and convey that the successors that the successors are an encourage to the stant and convey that the successors are an encourage to the stant and convey that the successors are all the successors and the successors are all the successors are all the successors and the successors are all the successors are all the successors are all the successors and the successors are all the successors ar Security Insumment and Assigns Bound; Joint and Several Liability; Co-sayiters. The covenants and agreements of this Security Insumment shall be light and several Liability; Co-sayiters who co-signs this Security Insumment who co-signs this Security Bornower who co-signs this Security Insumment when the security Successors and agreements of this covenants and agreements of this formations of this first in the provisions of the pro of the sums secured by this security instrument by reason of any demand made by the ongwal borower of or preclude the sums secured by this security instrument by reason of any demand made by the sum white of or preclude the sums secured by the sum of any demand of any demand of any demand by the sum of any fight of security instrument by the sum of any demand of any demand of any fight of the sum of any fight o commence proceedings against any successor in interest or reliase to exterigating the original borrower of borrower's securing the processor in interest of any demand by the original borrower of or preclade the sums successor in interest of or preclade the sums of the sum of not operate to release the informer of bottower of bottower's successors in interest. 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Unless Leave to the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. award or scribe a claim for damages, Bottower rails to respond to restoration or repair of the property or to the sums Lender by this specifical and apply the proceeds, at its applon, either to restoration or repair of the property or to the sums Lender by this Security Instituted to collect and apply the proceeds. If the Property is abundaned by Bortower, or it, after notice by Lender to Borrower that the condemnor offers to make 2. If the Property is abundaned by Borrower, or it, after notice by Lender within 30 days after the date the notice is given. Sinker to restoration or repair of the property or to the sums award or solver in the property or to the sums. Lender is authorized to collect and apply the proceeds, at its spoion, sinker to restoration or repair of the property or to the sums. Lender is authorized to collect and apply the proceeds, at its spoion, sinker to restoration or repair of the property or to the sums. Lender is authorized to collect and apply the proceeds, at its spoion, sinker to restoration or repair of the property or to the sums. 4 or settle 3 days after the due security is a bottower fails to respond to Lender within 30 days after the date the notice is given. If the property is abundanced by lender within 30 days after the date the notice is given. Annal in the manner of the property of the pro marksi value of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking or unless applicable law otherwise provides, the proceeds shall take them the amount of the sums are then due. before the taking of the property in which the event of a partial taking of the property in which the take the sums secured inmediately before the sum of the sums secured inmediately before the sum of the sums secured inmediately before the taking is less than the action of the sums secured inmediately before the taking to unless applicable law otherwise provides, the proceeds shall make: While the property inmediately before the taking to unless applicable law otherwise provides, the proceeds shall the taking the proceeds shall be proceeds and the taking of the sum of the proceeds shall be provided. mount of the sums secured immediately before the taking to the sums secured immediately before the hand to the sums secured immediately before the taking to the sums secured immediately before the before the market value of the sums secured immediately before the taking is the sums of the sums secured immediately before the mount of the sums secured immediately before the market value of the sums secured immediately before the market value of the sums secured immediately before the market value. anount of the sums secured introduce that the proceeds multiplied by the tollowing traction; 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In the event of a partial taking with any excess paid to Borrower. In the event of a partial taking with any excess paid to Borrower. In the event of a total taking with any excess paid to Borrower. In the event of a total taking with any excess paid to Borrower. in the paid to Lender of the property, or for conveyance in lieu of condemnation, are hereby assigned and in the property. Consequential, in connection with any leasonable cause for the inspection, with any in the inspection specified of changes, direct of condemnation, are hereby assigned and 10. Conveyance in lieu of condemnation, are hereby assigned and 10. Conveyance in lieu of condemnation, are hereby assigned and 10. Conveyance in lieu of condemnation, are hereby assigned and 10. The state of the property. Lender shall give the state of the inspection. The ends in accordance with any written agreement to provide a non tenery, and me tely property. The ends in accordance with any written agreement between Bostower and Lender or applicable law. The property of the property of the property of the property. unit the requirement to provide a loss reserve, unit the requirement to the provide a loss reserve, unit the requirement to the provide a loss reserve, unit the requirement in effect, or to provide a loss reserve, unit the insurance in effect, or to provide a loss reserve.

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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 I Istrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall dontinue 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 inder paragraph 17.
- 19. Sale of Note: Change of Lain 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 p yments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sa'e of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with far graph 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 to ernmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is use seary, 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 takic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic primiteum 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 licalth, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lenger 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.

Form 3014 9/90

initials:

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My Commission Expires 5/20/96 Signaturille, State of Illinois MARCARET HARMS

GMACM - CMS,0012,1L (9606)

Y.A. Rider

Balloon Rider

Graduated Payn ent. Lider

Adjustable p. le kider

101/6 ATOE mio:

Second Home Rider

1-4 Family Rider

Biweekly Payment Rider

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		Notary Public	• .	,		
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our poudis and	me to be the same gerecknowledged that Transposes therein set forton	ay in person, and ac	before me this d	stroment, appeared as tree and	cribed to the foregoing in ered the said instrument	sous rilob
	0	•				
				TOWN WINDSET	ENKLUUE B. GERVA	
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the covenants and Loreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement

[Check applicable 20x(25)]

Condominium Rider

[Viisəqs] (s)rədiOi Rate Improvement Rider

24. Riders to this Security Instrument. If one or more riders are executed by Berrower and recorded together with this

Planned Unit Development Rider

23. Waiver of Homestend. Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument