

# UNOFFICIAL COPY

96238166



When Recorded, Mail To:  
WFD - GMAC Mortgage  
P.O. Box 808024

Petaluma, CA 94975-8024

DEPT-01 RECORDING \$29.50  
140011 TRAN 0954 03/23/96 14:39:00  
\$7684 + RV #96-238166  
COOK COUNTY RECORDER

21 AD

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 23RD, 1996  
The mortgagor is GRACIELA MIRANDA, AN UNMARRIED PERSON

("Borrower"). This Security Instrument is given to  
GMAC MORTGAGE CORPORATION OF PA  
which is organized and existing under the laws of PENNSYLVANIA  
P.O. BOX 808024, PETALUMA, CA 94975 , and whose address is

(("Lender"). Borrower owes Lender the principal sum of  
SIXTY THOUSAND AND NO/100  
Dollars (U.S. \$ 60,000.00). 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  
MARCH 1ST, 2026 . 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 45 IN COLLINS AND GAUNTLETT'S DIVERSEY AVENUE SUBDIVISION OF THE  
SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

## ATTORNEYS' NATIONAL TITLE NETWORK

PIN: 13-29-118-009

96238166

which has the address of 2935 NORTH MOODY AVENUE,  
[Street]

CHICAGO  
[City]

Illinois 60634 ("Property Address");  
[Zip Code]

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

ITEM 1076L1 (0408)  
MFL3112 - 01/95

(Page 1 of 6 pages)

Form 3014 9/90  
Great Lakes Business Forms, Inc. ■  
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041-006335-8

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1011-102-019 194 □ C008-009-001  
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Form 303 (Rev. 9-90)  
A-50 (9/90) (10)

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3. Hazarded or Property Insurance. Power shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "accident covered" and any other hazard, including floods or flooding, for which carrier requires insurance. This insurance shall be maintained in the amounts and

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 accrued by the lien in a manner acceptable to Lender; (b) consents in good faith the Lender to the assignment of the obligation accrued by the lien in a manner acceptable to the Lender; or (c) secures from the Lender in writing a legal proceeding which in the Lender's opinion operates to prevent the Lender from holding the lien by, or defers the enforcement of the lien in, legal proceedings in a manner acceptable to the Lender; or (d) secures from the Lender an agreement of the parties to the obligation to pay the amount of the lien in a manner acceptable to the Lender.

If Bottower makes these payments directly, Bottower shall promptly furnish to Lender receipts evidencing the payment.

4. **Charges:** Leses, Borrover shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect the security instrument, and leasehold payments of ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in full, Borrover shall pay the same over due amounts in full, and Borrover shall pay the same in full.

### **3. Application of Payment Methods.** Unless a applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to principal due; and last, to any late charges due under the Note; second, to amounts payable under paragraphs 2, third, to interest due; fourth, to attorney's fees; fifth, to collection costs; and sixth, to any other charges due under the Note.

Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the completion or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the amount secured by this Security Interest.

Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

agreements in nature of apprenticeship require law to be paid, learner shall not be required to pay borrower any interest or charges on the funds. Borrower and lender may agree in writing, however, that interest shall be paid on the funds. Under such agreement, an annual account of the funds, showing credits and debits to the funds and the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, 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 account, or certify that the Escrow holder may not charge Borrower for holding and applying the Funds to pay the Escrow account, or certify that the Escrow holder may not charge Lender fees or charges for holding and applying the Funds to pay the Escrow account, or make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless a applicable law provides otherwise. Unless an Lender to make such a charge, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless a applicable law provides otherwise.

of expenditures of future Excesses or otherwise in accordance with applicable law.

amounts a lender to a generally required mortgage loan may require for Borrower's escrow account under the general Rule that applies to the funds held by a lender may, at any time, collect and hold Funds in an amount not to exceed \$2601 as provided from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another State's Statute provides for lesser amounts. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed \$2601 as provided from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another

payments of ground rents on the Property, if any); (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any); and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly license fees and assessments.

UNIFORM COVENANTS. Borrower and Lender covenant to observe the following real property:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with characteristics of record.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 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, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a 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. Inspection.** Lender or its agent 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.

MFIL3112 - 01/93

ITEM 1078L3 (940B)

(Page 3 of 6 pages)

041-006335-B  
Form 3014 9/90

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ITEM 10764 (8409)

NFL112 - 01/95  
041-006335-8 Form 3014 9/90

conforcement of this Security Instrument disclosed or any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Remedy. If Borrower makes certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument without notice or demand on Borrower.

17. Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any day 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 day than 30 days from the date the notice is given by Borrower to Lender under section 30 of this Note to provide a period of 15 days Security instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 15 days Security instrument.

16. Borrower's Copy. Borrower shall be given one 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 Note.

18. Governing Law; Severability. This option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by state Security instrument.

19. Waiver of Jury Trial. Lender may waive trial by jury in any action or proceeding brought by Borrower to recover any amount due under this Note.

20. Entire Agreement. This Security Instrument shall be governed by the laws of the state in which it is executed and the law of the state where it is delivered.

21. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires otherwise. The notice shall be given by deliverying it or by

22. Prepayment. Any notice under this Note.

23. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan fees or make any accommodations which regard to the terms of this Security Instrument or the Note without the

24. Borrower's Interests in the Property. If a refund reduces principal, the reduction will be used as a partial prepayment of any direct payment to Borrower. Lender may choose to make this refund by reducing the principal owing to the Note or by making a

25. Waiver of Jury Trial. (a) Any sum already collected from Borrower which exceeded permitted limits will be charged to the permitted limits; and (b) Any such loan charge by notice to Borrower. Any notice provided for in

26. Address of Borrower. Borrower designates his address to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in

27. Governing Law; Severability. This Security Instrument shall be deemed to have been given to Borrower or Lender within 30 days of this paragraph.

28. Security instrument. Any notice given to Borrower or Lender within 30 days of this paragraph.

29. Waiver of Jury Trial. (a) Any such loan charge which exceeded by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other to an charges collected or to be collected in connection with the loan exceed the permitted limits, then:

30. Prepayment. If a refund reduces principal, the reduction will be used as a partial prepayment of any direct payment to the Note or by making a

31. Waiver of Jury Trial. (a) Any such loan charge which exceeded by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other to an charges collected or to be collected in connection with the loan exceed the permitted limits, then:

32. Successors and Assigns; Bound; Dots; and Successors and Assigns. The covenants and agreements of this

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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 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 insurance.

**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.

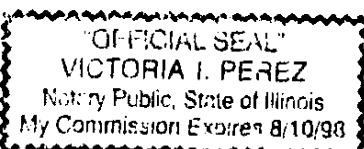
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(Address) P.O. BOX 808024,  
BETHELMA, CA 94975

(Page 6 of 6 pages)

ITEM 187016 (4408)  
To Order Call 1-800-330-0303 Fax 618-781-1131  
Official Lender Documents Form, Inc.



(Name) GMAC MORTGAGE CORPORATION OF PA.

This instrument was prepared by

Victoria Perez

Given under my hand and official seal, this  
day of February 1996

EE

My Commission expires: 8-20-98

Given under my hand and official seal, this

and delivered the said instrument as 1-4-1,  
free and voluntary act, for the uses and purposes herein set  
forth.  
subscribed to the foregoing instrument, appeared before me this day in person, and declared before me that S/M, signed  
and personally known to me to be the same person(s), whose name(s) S/M

do hereby certify that C Victoria I. Perez is a Notary Public in and for said county and state,  
STATE OF ILLINOIS, CO. OF  
County ss:

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

GRACIELA MIRANDA

Witness:

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 6 of this  
Security Instrument, and in any rider(s) executed by Borrower and recorded with it.

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider      |
| <input type="checkbox"/> Rate Improvement Rider  |   | <input type="checkbox"/> Second Home Rider      |   |

[Check applicable box(es)]

24. Riders to This Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.