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Prepared by:

Middleberg Riddle & Gianna

2323 Bryun Street

Suite 1600

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Dallas, Texas 75201

Return to:

**ACCUBANCMORTGAGE CORPORATION** 

P.O. BOX 809068

DALLAS, TEXAS 75380-9068

(Space Above This Une For Recording Data)

Loan No: 0861431:

Borrower: KIM A. WILSON

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Data ID: 889

TRAN 5800 03/04/97 09:28:00

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DEPT-01 RECORDING

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COOK COUNTY RECORDER

**MORTGAGE** 

THIS MORTGAGE ("Security Instrument") is given on the 6th day of February, 1997. The mortgagor is KIM A. WILSON MARRIED TO SAMUEL WILSON, HER HUSBAND

("Borrower").

This Security Instrument is given to THE FIRST MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 19831 GOVERNORS HIGHWAY, FLOOSMOOR, ILLINOIS 60422

("Lender").

Borrower owes Lender the principal sum of ONE IUNDRED NINETY-FIVE THOUSAND and NO/100----Dollars (U.S. \$ 195,000.00). 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, a not paid earlier, due and payable on March 1, 2027. 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 pryment 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 17 IN WILLIAM TURKINGTON'S BOULEVARD AND PAPK RESUBDIVISION OF BLOCK 9 (EXCEPT THE NORTH 317 FEET THEREOF) IN DREXEL AND S'NITH'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

Form 3014 9/

(Page 1 of 6 pages)



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Lender subordinating the lien to this Security Instrument, 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 at notice, operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion of the holder of the lien and sentent of the lient of t agrees in which to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) comosts in the first have a first in the Borrower shall promptly discharge any hen which has priority over this Security Instrument uniess Borrower: (a)

amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of Borrower that pay these obligations in the manner provided in paragraph 2, 10 if not paid in that manner, Borrower shall now them on the manner and to the manner and to the manner and th Property which may attain priority over this Security Instrument, and leasehold payments or ground rema, if any, 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

under paragraph 2; third, to inferest due; fourth, to principal due; and last, to any late charges due under the Note. persgraphs I and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable measurements of third to interest due from the front in articles of the model the block that the block that the block the model that the block the block the block the block that the block the model that the block that the block t 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

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

in such case Borrower shall pay to Lender the amount necessary to make up the deficient. Sorrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so willy Borrower in writing, and, in such cases morning and, in such cases and in the deficience shall make in make in Bortower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held is a serious is not sufficient to some the serious of applicable law. If the Funds held by Lender exceed the amounts permitted to be held by I onder aball account to a fact the more and the remineration of an interest and the second to the

credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged shall be paid on the Funds. Lender shall give to Borrower, without charge, in annual accounting of the Funds, showing and debits to the Edwing of the Funds and the Edwing of the Funds are made pay Borrower any interest or carnings on the Funds. Borrower and Lenker may agree in writing, however, that interest otherwise. Unless an agreement 3 made or applicable law requires rierest 10 be paid, Lender shall not be required to independent real catale tax reporting service used by Lender a canaction with this loan, unless applicable law provides permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an include and state for an include opening that form makes and the form makes and the charge for an experience opening the form makes and the charge for an experience of the form makes and the charge for the charge f escrow account, or verifying the Escrow lients, unless Leads Borrower inferest on the Funds and applicable law to pay the Bacrow items. Lender may not charge Bornows for holding and applying the Funds, annually analyzing the (including Lender, if Lender is such an institution) of in any Federal Home Loan Bank. Lender shall apply the Funds on the man is made and a property of the Funds of the Funds. The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentality, or entity and I make it I make it and a small insurance in the small insurance is such as institutional in a make it is a make it is

on the basis of current data and reasonable estimates of expenditures of future Escrow Rems or otherwise in accordance collect and hold Funds in an amount 10% of exceed the lesser amount. Lender may estimate the amount of Funds due see, ("RESPA"), unless another 18-2 'that applies to the Funds sets a lesser amount. If so, Lender may, at any time, under the federal Real Estate Settlement Procedures Act of 1974 85 amended from time to time, 12 U.S.C. § 2601 et exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's cacrow account a fact a rest of the federal part of the federal pa premiums. These items are railed "Escrow licens." Lender may, at any time, collect and hold Funds in an amount not to Borrower to Lender, it records with the provisions of paragraph 8, in lieu of the payment of mortgage insurance yearly flood insurance premiums, if any, (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by yearly lesscholo payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums; (d) (a) yearly taxe and assessments which may strain priority over this Security Instrument as a lien on the Property, (b) pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall send on the day mentile accomments over the Mote in Marie is said in fall a country of the c the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note and any prepayment and late charges due under the Note and any prepayment and late charges due under the later than the principal of the payment and later than the principal of I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

UNIPORM COVERANTS. BOTTOWER and Lender coveriant and agree as follows:

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

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

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Toderness With all the improvements now or hereafter erected on the property, and all easements, appartenances,

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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 by 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 30day 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 27, 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 occupanty, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circ implences exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the superty 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. Withis Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquire, see 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,

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the Note are declared to be reverable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Coverning Law; Severability. This Security instrument shall be governed by federal law and the law of the as provided in this paragraph.

notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given first clear mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this reurity Instrument shall be given by delivering it or

as a partial prepayment without any prepayment charge under the Note.

under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reducing will be treated permitted himits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Sociower which exceeded connection with the loan exceed the permitted limits, then: (a) any such loan charge show to reduced by the amount loan charges, and that law is finally interpreted to that the interest or other loan charges of lected or to be collected in

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum Note without that Borrower's consent.

sgree to extend, modify, forbest or make any accommodations with regard to the forms of this Security Instrument or the obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may grant and convey that Borrower's interest in the Property under the terms of 'nis Security Instrument; (b) is not personally signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, provisions of paragraph 17. Borrower's covenants and agreements stati be joint and several. Any Borrower who coof this Security Instrument shall bind and benefit the successors and sasigns of Lender and Borrower, subject to the

12. Successors and Assigns Bound; Joint and Several Lability; Co-signors. The covenants and sgreements

remedy shall not be a waiver of or preclude the exercise of any right or remedy.

by the original Borrower or Borrower's successors in injector. Any forbestrance by Lender in exercising any right or payment or otherwise modify amortization of the sums so and by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release in Jability of the original Borrower or Borrower's successors in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; For Searance By Lender Not a Walver. Extension of the time for payment or paymenu.

or postpone the due date of the months nayments referred to in paragraphs 1 and 2 or change the amount of such Unless Lender and Borrower ofterwise agree in writing, any application of proceeds to principal shall not extend Property or to the sums secured to this Security Instrument, whether or not then due.

notice is given, Lender is sutherized to collect and apply the proceeds, at its option, either to restoration or repair of the

to make an award or settice a claim for damages, Borrower fails to respond to Lender within 30 days after the date the If the Property is ab indoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers whether or not the war are then due.

unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or taking of the Part erty in which the fair market value of the Property immediately before the taking is less than the value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in which the fair market value of the Property inmediately before the taking is equal to or greater than the amount of instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 19. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender any written agreement between Borrower and Lender or applicable law.

insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with by Lender again becomes available and a obtained. Borrower shall pay the premiums required to maintain mortgage if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved

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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 sams 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 Lan 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 investiga ion, 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 flan make or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formald in se, 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.

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Address Public	,eidgir baste-smod
pose of watving	KIW Y MITSON VND SYWNEF MITSON
40 1 10 yeb 9	The foregoing instrument was acknowledged before me this
Co	State of ILLINOIS
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(Inot)	(1.36)
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KIM A. WILSON Borrowor	Stanting solety (or tring will sold Barving S.
Hen a Wilson (Soel)	(Scal)
	and in any rider(s) executed by Borrower and recorded with it
terms and covenants contained in this Security Instrument	
Maria array array	Other(s) [sheeth)
	Graduated Payment Rider
Rider Development Rider Biweekly Payment Rider	Adjustable Rate Rider  Condominium  Graduated Pavment Rider  Planned Unit

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Instrument. [Check applicable box(cs)]