

PREPARED BY:
C. WILLIAMS
CHICAGO, ILL. 60657

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RECORD AND RETURN TO:

1992 JUN 9 AM 11:18

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LASALLE BANK LAKEVIEW
3201 NORTH ASHLAND AVENUE
CHICAGO, ILLINOIS 60657

(Space Above This Line For Recording Data)

MORTGAGE

314779-7

THIS MORTGAGE ("Security Instrument") is given on MAY 27, 1992
JOHN D. BARTLETT, DIVORCED NOT SINCE REMARRIED
AND PERRY J. CASTROVILLARI
AND EILEEN M. CASTROVILLARI, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
LASALLE BANK LAKEVIEW

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 3201 NORTH ASHLAND AVENUE
CHICAGO, ILLINOIS 60657 ("Lender"). Borrower owes Lender the principal sum of
FIFTY THOUSAND
AND 00/100 Dollars (U.S. \$ 50,000.00)

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 JUNE 1, 2007.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewal,
extensions and modification 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:

THE SOUTH 25 FEET OF LOT 12 IN BLOCK 2 IN ARIZALE BEING A
SUBDIVISION OF LOTS 1 AND 2 IN FUSSEY AND FEENIMORE'S SUBDIVISION
OF THE SOUTHEAST FRAGMENTAL 1/4 OF SECTION 36, T. 37N. R. 7E
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL
OF LOTS 1 AND 2 OF COLEHOUR AND CONARROE'S SUBDIVISION OF LOT
3 OF SAID FUSSEY AND FEENIMORE'S SUBDIVISION ALL IN COOK
COUNTY, ILLINOIS.

350
no

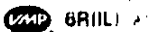
14-08 404 018

which has the address of 5050 NORTH WINTHROP, CHICAGO
Illinois 60640 ("Property Address")

Street, City

Zip Code

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



DPS 1089
Form 3014 9-90

BOX 300

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DPF 1080
Form 3014 090

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. If Lender determines that any part of the Property is subject to a lien which may claim priority over enforcement of the lien, or (c) secures from the holder of the lien an agreement subordinating the lien 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 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

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, which may claim 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

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

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.

Funds held by Lender, 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.

Lender shall promptly return to Borrower any funds held by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender, 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.

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be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to

substantially equivalent mortgage insurance coverage. Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect from an alternate mortgage insurer approved by Lender. If

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

mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the

payment

date of commencement of the Note rate and shall be payable with interest upon notice from Lender to Borrower requesting

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security

7. Lender does not have to do so

reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph

include paying any sums secured by a lien which has priority over this Security Instrument appearing in court, paying

pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may

proceeding in bankruptcy, provide for condemnation or forfeiture or to enter a law of replevin, then Lender may do and

the Security Instrument, or there is a legal proceeding that may adversely affect Lender's rights in the Property such as a

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in

threshold and the fee title shall not merge unless Lender agrees to the merger in writing.

threshold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the

to representations concerning Borrower's ownership of the Property as a principal residence. If this Security Instrument is on a

to provide Lender with any material information in connection with the loan evidenced by the Note, including but not limited

Borrower, during the loan application process, gave materially false or misleading information or statements to Lender for failed

impairment of the lien created by this Security Instrument or Lender's security interest in the Property or other material

that in Lender's good faith determination includes forfeiture of the Borrower's interest in the Property or other material

and such a default and remedy as provided in paragraph 5, by causing the action or proceeding to be dismissed with a ruling

Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may

action or proceeding, whether civil or criminal, or a judgment that in Lender's good faith judgment could result in forfeiture of the

Property, allows the Property to deteriorate or is in a state of disrepair, or Lender shall be in default if any forfeiture

continuing, including a court which an Lender and Borrower, or Lender and Borrower, shall not be deemed to have, or unless

the date of occupancy, and Lender otherwise agrees in writing, which contract shall not be unreasonably withheld, or unless

this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after

Borrower shall occupy, establish, and the Property as Borrower's principal residence within sixty days after the expiration of

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Thresholds;

immediately prior to the acquisition

damage to the Property prior to the acquisition shall pass to Lender to the extent of the same secured by this Security Instrument

under paragraph 11. If the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

repay the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

These Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to

secured by the Security Instrument, as the case may be, until the end of the term of the note is given.

Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums

Property or to do not in excess of the amount of the loan from Lender that the amount of the loan is offered to settle a claim, then

secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the

repair not economically feasible for Lender's security would be provided, the insurance proceeds shall be applied to the same

Property damaged, if the restoration or repair is economically feasible and Lender's security is not harmed. If the restoration or

These Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

Lender may make good of loss if not made promptly by Borrower.

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

option, obtain coverage to protect Lender's right in the Property in accordance with paragraph 11.

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's

that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval

floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods

Property insured against loss by fire, hazard, included within the term "extended coverage", and any other hazards, including

5. Hazard or Property Insurance; Borrower shall keep the improvements now existing or hereafter erected on the

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payments may no longer be available 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.

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.

14. **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 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's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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Handwritten initials and marks at the bottom right of the page.

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

22. Release. Upon payment of all amounts secured by this Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Acceleration Remedies. Lender shall give notice 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.

19. Sale of Note; Change of Lender. 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 17 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments to which payments should be made. The notice will also contain any other information required by applicable law.

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) 90 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 the Security Instrument, or the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under the Security Instrument and the Note, as if no acceleration had occurred; (b) cures any default of any other covenant or agreement in this Security Instrument, including, but not limited to, reasonable attorneys' fees and other expenses incurred in enforcing this Security Instrument; and (c) pays all expenses incurred in pursuing the remedies provided in this paragraph.

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 for a beneficial interest in Borrower, or if a beneficial interest in Borrower is sold or transferred (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.

16. 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 the sums due prior to the expiration of the period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Borrower shall have the right to reinstate this Security Instrument if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

14. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, release, or release of any Hazardous Substances on or in the Property. Borrower shall not 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.

13. Environmental Law. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

12. NON-ENVIRONMENTAL COVENANTS. Borrower and Lender further covenant and agree as follows: (a) Borrower shall give notice 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.

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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))

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <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 |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

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

[Signature]
Witness

[Signature] (Seal)
JOHN D. BARTLETT
Borrower

[Signature] (Seal)
PERRY J. CASTROVILLARI
Borrower

[Signature] (Seal)
EILEEN M. CASTROVILLARI
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK County ss:

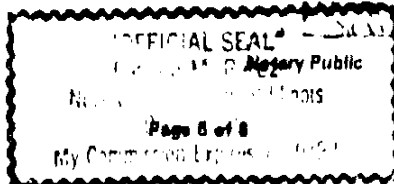
[Signature]
county and state do hereby certify that

JOHN D. BARTLETT, DIVORCED NOT SINCE REMARRIED AND
PERRY J. CASTROVILLARI AND EILEEN M. CASTROVILLARI, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of 1993

My Commission Expires



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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this TWENTY day of MAY 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LASALLE BANK LAKEVIEW (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

5050 NORTH WINTHROP, CHICAGO, ILLINOIS 60640

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including (but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against fire loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 1B is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender (he) have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agent. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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(Seal)
-Borrower

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-Borrower

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-Borrower

ELIEN M. CASTROVILLARI

PERRY J. CASTROVILLARI

JOHN D. BARTLETT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Security Instrument.

an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the
1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has

terminate when all the sums secured by the Security Instrument are paid in full.
waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall
judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or
maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or
will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and

secured by the Security Instrument pursuant to Uniform Covenant 7.

collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of

without any showing as to the inadequacy of the Property as security.
appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property
receiver shall be liable to account for only those Rents actually received, and (vii) Lender shall be entitled to have a receiver
Property, and then to the sums secured by the Security Instrument. (v) Lender, Lender's agents or any judicially appointed
on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the
and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums
provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of
Rents due and unpaid to Lender's or Lender's agents upon Lender's written demand to the tenant. (iv) unless applicable law
to collect and receive all of the Rents of the Property. (iii) Borrower agrees that each tenant of the Property shall pay all
for the benefit of Lender only, to be applied to the sums secured by the Security Instrument. (ii) Lender shall be entitled
If Lender gives notice of breach to Borrower. (i) all Rents received by Borrower shall be held by Borrower as trustee