

Prepared by e-Mail to:

Fan American Financial  
Services, Inc.  
4250 N Marine Dr #228  
Chicago, IL 60613

MORTGAGE

**THIS MORTGAGE** (Security Instrument") is given on January 13, 1998. The mortgagor is DONALD L LEWIS AND CHERLYN LEWIS, HUSBAND AND WIFE, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to Fan American Financial Services Inc, which is organized and existing under the laws of Illinois and whose address is 4250 N. Marine Drive Suite 228 Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of SIXTY NINE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$69,500.00). 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 JANUARY 20, 2028. 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:

8

LOT 4 IN BLOCK 5 IN JAS COUCH'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 13 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16 13 120-007 0000

3360-00

which has the address of 3000 W JACKSON CHICAGO IL 60612

PREPARED BY: K.GRZESZCZAK OF FAN AMERICAN FINANCIAL SERVICES, INC.  
4250 N. MARINE DRIVE #228, CHICAGO IL 60613

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

more of the amounts set forth above within 30 days of the passage of notice. Lender may give Borrower a notice demanding the lien. Borrower shall satisfy the lien or take one in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach to the Security Instrument, Lender shall determine the holder of the lien and require the holder to execute an agreement satisfactory to Lender subordinating the lien to enforcement of the lien, or to secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to enforcement of the payment of the obligation secured by the lien in a manner acceptable to Lender. (b) Lender shall have the right to obtain payment of the obligation secured by this Security Instrument from the borrower in writing, or to details enforcement of the lien on legal proceedings which in the Lender's opinion operate to prevent the borrower from paying the obligation secured by the lien in a manner acceptable to Lender. (c) Lender shall have the right to obtain payment of the obligation secured by this Security Instrument from the borrower in writing, or to details enforcement of the lien on legal proceedings which in the Lender's opinion operate to prevent the borrower from paying the obligation secured by the lien in a manner acceptable to Lender. (d) Lender shall have the right to obtain payment of the obligation secured by this Security Instrument from the borrower in writing, or to details enforcement of the lien on legal proceedings which in the Lender's opinion operate to prevent the borrower from paying the obligation secured by the lien in a manner acceptable to Lender.

**4. Charges; Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Security Instrument, and shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Security Instrument. Borrower shall promptly pay these payments directly to Lender, or shall provide receipts evidencing the payment. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

**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. If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the owner of the Property for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender is not sufficient to pay the Escrow Items when due, Lender may, so long as Borrower is in default, make up the deficiency in no more than twelve monthly payments at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 2, 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.

**2. Funds for Taxes and Insurance.** Subject to applicable law to a written waiver by Lender, Borrower shall pay principal of and interest on the debt evidenced by the Note and any prepayment and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges.

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

**SHS SECRETARY INSTRUMENT.** continues and contains the terms and conditions of use and non-warranty covenants with members of record. mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record. Borrower grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record.

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

**ESCROW ITEMS.** Lender may not charge Borrower for holding and applying the funds, annually, to pay the Escrow Items. Lender may not charge Borrower for holding and applying the funds, annually, to pay the Escrow Items. Lender may not charge Borrower for holding and applying the funds, annually, to pay the Escrow Items. Lender may not charge Borrower for holding and applying the funds, annually, to pay the Escrow Items.

**ACCOUNTING.** Lender shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the balance for which each debit to the funds was made. Lender shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the balance for which each debit to the funds was made. Lender shall give to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the balance for which each debit to the funds was made.

**APPLICABLE LAW.** If the amount of the funds held by Lender is not sufficient to pay the Escrow Items when due, Lender may, so long as Borrower is in default, make up the deficiency in no more than twelve monthly payments at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 2, 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.

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 4 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 repair 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 by public 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 (to 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.

enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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 for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

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. A 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.

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 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.

12. Successors and Assigns Bound, Joint and Several Liability; Co-signers. The covenants and agreements of this

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or the entry of a judgment enforcing this Security Instrument. These 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 11 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 litigation.

**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.

(Address)

(Name)

This instrument was prepared by

Notary Public

*[Handwritten signature]*  
1322 day of January 1998

My Commission expires:

(Given under my hand and official seal, this

form

and delivered the said instruments as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed free and voluntary act, for the uses and purposes therein set

personally known to me to be the same persons whose names are

do hereby certify that

*[Handwritten signature]*

STATE OF ILLINOIS,

(County ss:)

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

*[Handwritten signature]*  
Mark F. Fazio

Witness

Witness

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

- |                          |                         |                                     |                                |                          |                  |
|--------------------------|-------------------------|-------------------------------------|--------------------------------|--------------------------|------------------|
| <input type="checkbox"/> | Adjustable Rate Rider   | <input type="checkbox"/>            | Condominium Rider              | <input type="checkbox"/> | Others (Specify) |
| <input type="checkbox"/> | Graduated Payment Rider | <input type="checkbox"/>            | Planned Unit Development Rider | <input type="checkbox"/> |                  |
| <input type="checkbox"/> | Ballroom Rider          | <input type="checkbox"/>            | Kate Improvement Rider         | <input type="checkbox"/> |                  |
| <input type="checkbox"/> |                         | <input checked="" type="checkbox"/> | 1-4 Family Rider               | <input type="checkbox"/> |                  |
| <input type="checkbox"/> |                         | <input type="checkbox"/>            | Biweekly Payment Rider         | <input type="checkbox"/> |                  |
| <input type="checkbox"/> |                         | <input type="checkbox"/>            | Second Home Rider              | <input type="checkbox"/> |                  |

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 riders were a part of this Security Instrument. [Check applicable boxes]

PROPERTY OF COOK COUNTY CLERK'S OFFICE

**1-4 FAMILY RIDER**  
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 13TH day of JANUARY, 1998 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

**PAN AMERICAN FINANCIAL SERVICES, INC.**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

**3009 W JACKSON CHICAGO, IL 60612**

(Property Address)

**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, paneling 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 for 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 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 rent 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 18 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 shall 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 lease hold.

(Page 2 of 2 pages)

[Sign (Original Only)]

\_\_\_\_\_  
 Borrower (Seal)

\_\_\_\_\_  
 Borrower (Seal)

\_\_\_\_\_  
 Borrower (Seal)

*Mark Ferraro*

*[Signature]*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this 1-4 Family Rider.

the remedies permitted by the Security Instrument.

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

are paid in full. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument application of Rents shall not cure or waive any default or failure to pay the full amount of any other right or remedy of Lender. Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, and take

paragraph. Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, and take paragraph. Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, and take paragraph. Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, and take paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. Property and of collecting the Rents any funds expended by Lender for such purposes shall become as security.

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

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;

assignment and not an assignment for additional security only. If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;

that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute default pursuant to paragraph 21 of the Security Instrument and: (ii) Lender has given notice to the tenant(s) or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents; regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or

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 agents. 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) or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of

2. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.