

8

STATE OF INDIANA )  
 )  
COUNTY OF LAKE )

SS:

IN RE: JOHN T. MITCHELL, DECEDENT

# AFFIDAVIT FOR TRANSFER OF REAL PROPERTY

99020828

Mary T. Porento, being duly sworn states that:

1. I have personal knowledge of the facts stated herein and competent to testify thereto.

2. John T. Mitchell (hereinafter "Decedent") died testate on November 22, 1997 while domiciled in Cook County, Illinois; the Will of the Decedent was not probated in any jurisdiction; a copy of the Decedent's Will is attached to this Affidavit as Exhibit A and a certified copy of the Decedent's death certificate is attached as Exhibit B.

3. More than forty-five (45) days have elapsed since the death of the Decedent.

4. No application or petition for the appointment of a personal representative for the Decedent's estate is pending or has been granted in any jurisdiction, nor is any administration contemplated.

5. I am the natural daughter of the Decedent.

6. The following named persons were the only children born to the Decedent:

a. Mary T. Porento, Adult Daughter of Decedent  
17363 Mount Street  
Lowell, Indiana 46356

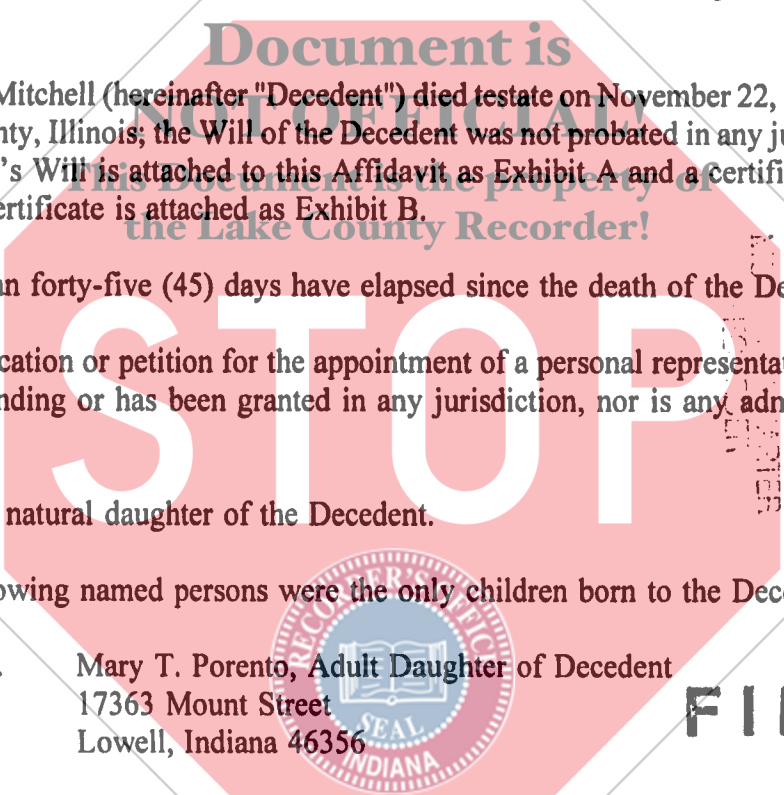
b. Gregory J. Mitchell, Adult Son of Decedent  
P.O. Box 47215  
Kansas City, Missouri 64188

7. No child born to the Decedent predeceased the Decedent.

8. The following named persons are the Decedent's only heirs at law:

a. Mary T. Porento; and

b. Gregory J. Mitchell



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING

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MAR 08 1999

PETER BENJAMIN  
LAKE COUNTY AUDITOR

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cash

9. At the time of the death of the Decedent, he was the owner in fee simple of the following described real estate located in Lake County, Indiana:

Lot No. Thirteen (13), as marked and laid down on the recorded plat of Woodland Hills 1st Addition Unit No. 2, being a resubdivision of the part of the N½, S½, Section 22, Township 34 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, as the same appears of record in Plat Book 43, page 135, in the Recorder's Office of Lake County, Indiana,

(hereinafter "Real Estate").

10. At the time of his death, Decedent was the surviving spouse of Catherine S. Mitchell; Catherine S. Mitchell died a resident of Cook County, Illinois on December 25, 1976. A certified copy of the death certificate of Catherine S. Mitchell (a/k/a Catherine Mitchell) is attached hereto as Exhibit C.

11. At the time of the death of Catherine S. Mitchell, John T. Mitchell and Catherine S. Mitchell, husband and wife, were the owners in fee simple of the above-described Real Estate.

12. At the time of the death of Catherine S. Mitchell, John T. Mitchell and Catherine S. Mitchell were not divorced and were living together as husband and wife.

13. The gross value of the Estate of Catherine S. Mitchell as determined for the purposes of federal estate taxes was less than the value required for the filing of a federal estate tax return; consequently, the Estate of Catherine S. Mitchell was not subject to federal estate tax.

14. The Estate of Catherine S. Mitchell was not subject to Indiana inheritance tax.

15. Following the death of Catherine S. Mitchell, ownership of the Real Estate was vested in John T. Mitchell.

16. The value of the probate estate of John T. Mitchell, less liens and encumbrances, does not exceed the sum of \$25,000.

17. Among the probate assets of John T. Mitchell is the above-described Real Estate which was owned by John T. Mitchell, individually at the time of his death.

18. The individuals entitled to the real estate as a result of the death of John T. Mitchell are the following devisees listed under Article Three of the Last Will and Testament of John T. Mitchell, a copy of which is attached as Exhibit A:

- a. Mary T. Porento; and
- b. Gregory J. Mitchell

19. The gross value of the Estate of John T. Mitchell as determined for the purposes of federal estate taxes was less than the value required for the filing of a federal estate tax return; consequently, the Estate of John T. Mitchell was not subject to federal estate tax.

20. The Estate of John T. Mitchell was not subject to Indiana inheritance tax.

21. This Affidavit is made to confirm that ownership in the Real Estate is now vested as follows:

an undivided one-half interest in Mary T. Porento and an undivided one-half interest in Gregory J. Mitchell, both as tenants in common and not as joint tenants.

22. This Affidavit is also made to induce the Auditor of Lake County to reflect the correct ownership of such Real Estate on said Auditor's records and to mail tax bills in the future to 17363 Mount Street, Lowell, Indiana 46356, until otherwise notified by the owners of record.

23. I affirm, under the penalties for perjury, that the foregoing representations are true.

Dated this 19<sup>th</sup> day of Feb., 1999.

*Mary T. Porento*  
\_\_\_\_\_  
Mary T. Porento

STATE OF INDIANA )  
                          )  
                          ) SS:  
COUNTY OF LAKE )




Before me the undersigned, a Notary Public in and for said County and State, personally appeared Mary T. Porento, and she being first duly sworn by me upon her oath, says that the facts alleged in the foregoing Affidavit are true.

Signed and sealed this 19 day of February, 1999.

*Sandy Olivotto*  
\_\_\_\_\_  
Notary Public

My Commission Expires: July 19, 2001  
My County of Residence: Lake

**SANDY L. OLIVOTTO**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires July 19, 2001  
Resident Of Lake County, Indiana

Prepared by:  Victor H. Prasco  
Burke Costanza & Cuppy LLP  
8585 Broadway, Suite 600  
Merrillville, Indiana 46410  
(219) 769-1313

LAST WILL AND TESTAMENT

OF

JOHN T. MITCHELL

I, JOHN T. MITCHELL, of the City of Chicago, County of Cook and State of Illinois, being of sound mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills and Codicils by me made.

ARTICLE ONE

I hereby direct that all of my just debts, including the expenses of my last illness and funeral and costs of the administration of my estate be paid by my Executor hereinafter named, out of my estate as soon as practicable after my death.


ARTICLE TWO

I hereby nominate and appoint my daughter, MARY T. PORENTO, of Burnham, Illinois, as Executor hereunder and I direct that no bond, either with or without surety be required of her to so act.

In the event that my said daughter, MARY T. PORENTO, dies, fails, refuses or is otherwise unable to act as Executor hereunder, I hereby nominate and appoint my son, GREGORY J. MITCHELL, of Chicago, Illinois, as Executor hereunder and I direct that no bond, either with or without surety be required of him to so act.

ARTICLE THREE

I hereby give, devise and bequeath my entire estate, real, personal and mixed, of every kind and nature and wheresoever situated to my said daughter, MARY T. PORENTO and my said son, GREGORY J. MITCHELL, in equal shares.

 John T. Mitchell <sup>2, 7, 15</sup>

In the event that either of my aforesaid children, namely, MARY T. PORENTO or GREGORY J. MITCHELL shall predecease me, the share of such child dying before me shall lapse and I hereby give such lapsed share to the other of them.

ARTICLE FOUR

I hereby give my Executor full power, authority and discretion to sell any or all of my property, real, personal or mixed, at either public or private sales, for cash or partly cash and partly credit and upon such terms as to my Executor shall seem advisable and to the best interests of my estate and no purchaser shall be obliged to see to the application of the purchase money hereby waiving any and all statutory bonds which may be required by the laws of the State of Illinois in connection with such sales. Such power of sale may be without order of Court, may be exercised at any time after my death, shall be general and shall not be restricted to purposes related to the administration of my estate.

I also give my Executor full power and authority to settle and compound any and all claims, either in favor of or against my estate as to my Executor shall seem best and for the purposes aforesaid to execute and deliver any and all necessary and proper documents and to give full releases and discharges.

IN WITNESS WHEREOF, I, the said JOHN T. MITCHELL, have hereunto set my hand and seal to this, my Last Will and Testament, contained in three (3) typewritten sheets of paper upon each of which I have affixed my signature in the City of Chicago, County of Cook and State of Illinois, this 10th day of November A.D. 1977.

ARB

John T. Mitchell (SEAL)  
-2-



Signed, sealed, published and declared by the said Testator, JOHN T. MITCHELL, as his Last Will and Testament, in the presence of us, who at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses the day and year first above written, all at Chicago, Illinois.

We do further certify that the said JOHN T. MITCHELL, appeared to be the age of 57 years, of sound mind, memory and understanding and not under duress or undue influence.

[Signature] ADDRESS: 9138 S Commercial  
[Signature] ADDRESS: 9138 S Commercial  
ILLINOIS  
ILLINOIS

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

We attesting witnesses to the Will of JOHN T. MITCHELL, on oath state that each of us was present and saw the Testator, sign the Will of which this affidavit is a part, in our presence, that the Will was attested by each of us in the presence of the Testator and that each of us believed the Testator to be of sound mind and memory at the time of signing.

[Signature]  
[Signature]

SUBSCRIBED and SWORN to before me this 10th day of November A.D. 1977.

Virginia Nemanski NOTARY PUBLIC John T. Mitchell

**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 paragraph 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.

**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 right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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 the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**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.



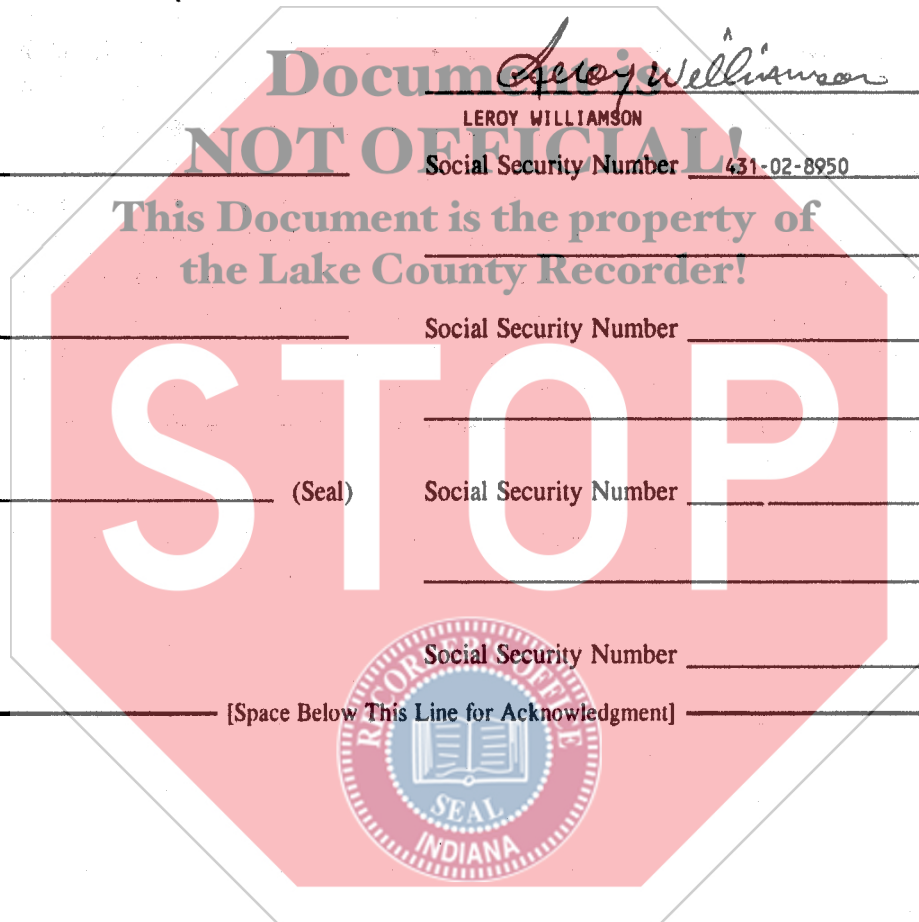
**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument 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"/> 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.

Witnesses:



*Leroy Williamson* (Seal)  
 LEROY WILLIAMSON -Borrower

Social Security Number 431-02-8950

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

Social Security Number \_\_\_\_\_

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

(Seal) Social Security Number \_\_\_\_\_

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

Social Security Number \_\_\_\_\_

[Space Below This Line for Acknowledgment]

STATE OF ILLINOIS, COUNTY OF COOK SS:

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY,  
IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT \_\_\_\_\_

Lee Ray Williamson

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE  
NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT,  
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED  
THAT he SIGNED, SEALED AND DELIVERED THE SAID  
INSTRUMENT AS his FREE AND VOLUNTARY ACT, FOR THE  
USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE  
AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 28 DAY OF  
Oct, 1999.

MY COMMISSION EXPIRES: 3/6/02

Susan Miedema

NOTARY PUBLIC



OFFICIAL SEAL  
SUSAN MIEDEMA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAR. 6, 2002

Case No. 99-4766

**Legal Description**

Lot 1, Block 10, Second Addition to Indiana Harbor, in the City of East Chicago, as shown in plat book 5, page 18, in Lake County, Indiana

**Property Tax Number**

**Document is  
NOT OFFICIAL!**

**30-0342-0001**

**Property Address:**

**East Chicago, ILLINOIS 46312**

**This Document is the property of  
the Lake County Recorder!**

**STOP**



**AMERITITLE, INC.**

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 28th day of October, 1999, 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:  
Specialty Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
3801 CATALPA EAST CHICAGO, IL 60430  
[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 (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 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 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 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) 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.



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

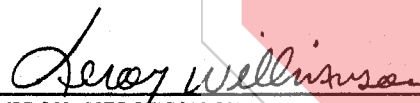
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

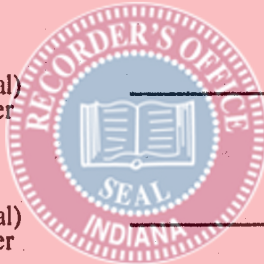
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

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

**I. 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 the remedies permitted by the Security Instrument.

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

  
LERoy WILLIAMSON (Seal)  
-Borrower



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

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

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