NON-UNIFORM COVENANTS. Borrower and Lender futher covenant and agree as follows: 17. Acceleration. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Contract, including the covenants to pay when due any sum secured by this Mortgage, Lender may accelerate all sums due by giving notice to Borrower as provided in paragraph 12 hereof and without further demand may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect at such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary 18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to either take possession or have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, retain such rents as they become due and payable. but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received. 19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Berrower. Borrower shall pay all costs of recordation, if any 20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property. REQUESTS FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has pricity over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action. IN WITNESS WHEREOF, Borrower has executed this Mortgage "JAMES E. BELL DEVY SIMMONS-BELL - Borrower County ss: INDIANA STATE OF a Notary Public in and for said county and state, do hereby certify that CHRIS HOFFMAN and Devy Simmons-Bell personally known Bell to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, their free and voluntary act, signed and delivered the said instrument as the <u>y</u> and acknowledged that \_ for the uses and purposes therein set forth. Given under my hand CHRIS HOFFMAN My Commission expires: Notary December ASSIGNMENT OF MORTGAGE which is recorded in the office of the Recorder of CRAFTER CORPORATION the annexed Mortgage to and the contract described County Winois as Document Number Home Owners Security Corporation without recourse upon the mortgage. therein which it secures are hereby assigned and transferred to hath hereunder caused its corporate seal to be affixed and these his eighteenth day of October, 20 04 CRAFTER CORPORATION IN TESTIMONY WHEREOF, the said Secretary this eighteenth and attested to by its \_ presents to be signed by its Pres. Attest TNDTANA State of LAKE \_)SS County of I, the undersigned, a Notary Public in and for said County in the state aforementioned, DO HEREBY CERTIFY THAT: the persons whose names

are subscribed to the foregoing instrument, are personally known to me to be duly authorized officers of the and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said Corporation and caused the corporate seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and deed of said Corporation for the uses and purposes therein set forth. Given under my hand and notarial seal, this day and year first above written

My Commission Expires:

**RETURN TO:** 

**Notary Public** 

This instrument prepared by: CRAFTER CORPORATION, 1252 West 127th Street, Calumet Park, Illinois 60827

CHRIS HOFFMAN Lake County My Commission Expires December 2, 2011

HOME OWNERS SECURITY CORPORATION

Post Office Box 683

Schererville, Indiana 46375