

9
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 053646

2007 JUL -2 AM 11:11

This document was prepared by:
DONNA BARBER, AVP-ML.....
1111 DIXIE HWY., P.O. BOX 457.....
BEECHER, IL 60401.....

MICHAEL A. BROOKS
RECORDER

When recorded, please return to:
FIRST COMMUNITY BANK AND TRUST
1111 DIXIE HWY., P.O. BOX 457.....
BEECHER, IL 60401.....

37177

State of Illinois

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is06-23-2007..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: ROBERT STAELIN; CINDIE STAELIN; ALTHEA MACHTEMES

LENDER: FIRST COMMUNITY BANK AND TRUST
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS
1111 DIXIE HWY., P.O. BOX 457

BEECHER, IL 60401

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

** SEE LEGAL DESCRIPTION ATTACHED **

KEY NO. 08-15-0020-0009
KEY NO. 08-15-0020-0079

The property is located in LAKE at 5333 WILSON PLACE
(County) INDIANA
..... MERRILLVILLE XPMX 46410
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

MORTGAGORS OWE LENDER THE PRINCIPAL SUM OF \$150,000.00 AS EVIDENCED BY

MORTGAGORS' NOTE DATED THE SAME DATE AS THIS MORTGAGE, WHICH PROVIDES FOR
INTEREST TO BE PAID MONTHLY, AND WITH THE FULL DEBT, IF NOT PAID SOONER, DUE AND
PAYABLE ON SEPTEMBER 23, 2007.

ILLINOIS - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagee will in no way rely on the inspection.

Lender will notify Lender of all demands, proceedings, claims and actions against Mortgagee, and of any loss or damage to the Property due to the occupancy and use will not substantially change without Lender's prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagee will not make all repairs that are reasonably necessary. Mortgagee shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagee will keep the Property free of noxious weeds and grasses. Mortgagee agrees that the nature of the occupancy and use will not affect the secured debt until the Secured Debt is paid in full and this Security instrument is released.

7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security instrument is released.

6. CLAIMS AGAINST TITLE. Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend title to the Property against any claims that would impair the lien of this Security instrument. Mortgagee agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have against parties who supply labor or materials to maintain or improve the Property.

C. Not to allow any modification of extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

A. To make all payments when due and to perform or comply with all covenants.

5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagee agrees:

4. PAYMENTS. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security instrument.

This Security instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission. D. All additional sums advanced and expenses incurred by Lender under the terms of this Security instrument the property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security instrument will, not limited to, liabilities for overdraws relating to any deposit account between Mortgagee and Lender, but not obligations Mortgagee owes to Lender, which may later arise, to the extent not prohibited by law, including, but future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

B. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guarantee, or other evidence of debt executed by Mortgagee in favor of Lender after this Security instrument whether or not this Security instrument is specifically referenced. If more than one person signs this Security instrument, each Mortgagee agrees that this Security instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagees, or any one or more Mortgagees and others. All future advances and other future obligations are secured by this Security instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security instrument. Nothing in this Security instrument shall constitute a commitment to make additional or further obligations in any amount. Any such commitment must be agreed to in a separate writing.

9. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

11. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

12. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

13. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

[Handwritten signature]

Instrument.

Leender's option, obtain coverage to protect Leender's rights in the Property according to the terms of this Security which shall not be unreasonably withheld. If Mortgagee fails to maintain the coverage described above, Leender may, at the loan. The insurance carrier providing the insurance shall be chosen by Mortgagee subject to Leender's approval, for the periods that Leender requires. What Leender requires pursuant to the preceding sentence can change during the term reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and

17. INSURANCE. Mortgagee shall keep Property insured against loss by fire, flood, theft and other hazards and risks

of other lien document. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or instrument. Such proceeds shall be considered payments and will be applied as provided in this Security any part of the Property. Such proceeds shall be connected with a condemnation or other taking of all or assigns to Leender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or Mortgagee authorizes Leender to intervene in Mortgagee's name in any of the above described actions or claims. Mortgagee authorizes to purchase or take any or all of the Property through condemnation, eminent domain, or any other means, entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means.

16. CONDEMNATION. Mortgagee will give Leender prompt notice of any pending or threatened action, by private or public

Hazardous Substance or the violation of any Environmental Law.

D. Mortgagee shall immediately notify Leender in writing as soon as Mortgagee has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any

C. Mortgagee shall immediately notify Leender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagee shall take all necessary remedial action in accordance with any Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Leender, Mortgagee and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

A. Except as previously disclosed and acknowledged in writing to Leender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

Mortgagee represents, warrants and agrees that:

U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretations concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous to the public health, safety, welfare, environment or a hazardous substance; and (2) that are generally recognized to be appropriate for the normal use and maintenance of the Property.

and (2) that are generally recognized to be appropriate for the normal use and maintenance of the Property.

that are generally recognized to be appropriate for the normal use and maintenance of the Property.

under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagee shall take all necessary remedial action in accordance with any Environmental Law.

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law

expenses. This Security instrument shall remain in effect until released.

under this Security instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses to pay all costs and expenses incurred by Leender in collecting, enforcing or protecting Leender's rights and remedies agreed upon in full at the highest rate in effect as provided in the terms of the Secured Debt. Mortgagee

agrees to pay all costs and expenses incurred by Leender in collecting, enforcing or protecting Leender's rights and remedies agreed upon in full at the highest rate in effect as provided in the terms of the Secured Debt. Mortgagee

otherwise provides protecting the Property and Leender's security interests. These expenses will bear interest from the date of the instrument. Mortgagee will also pay on demand any amount incurred by Leender for insuring, inspecing, preserving or prohibiting by law, Mortgagee agrees to pay all of Leender's expenses if Mortgagee breaches any covenant in this Security instrument. Mortgagee will also pay on demand any amount incurred by Leender for insuring, inspecing, preserving or

14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of Lender and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

18. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.

19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

22. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

23. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisalment and homestead exemption rights relating to the Property.

PREPARED BY: *Donna M. Barber*
SECURITY NUMBER IN THIS DOCUMENT:
PERJURY, THAT I HAVE TAKEN REASON-
ABLE CARE TO READ EACH SOCIAL
SECURITY PENALTIES FOR

Commissioner of Illinois
Dona M. Barber

My commission expires 4/8/2011

STATE OF ILLINOIS COUNTY OF WILL
This instrument was acknowledged before me this 23RD day of JUNE, 2007
by ROBERT STAHELIN, CINDIE STAHELIN; ALTHEA MACHTMES
(Individual) (Signature)
{ ss.

ACKNOWLEDGMENT:

Althea Machtmes (Date)

(Date)

(Signature) CINDIE STAHELIN

(Date)

Cindie Staehelin

Althea Machtmes

If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

SIGNATURES: By signing below, Mortgagor agrees to the terms and conditions contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.
**This Document is the property of
the Lake County Recorder!**

- Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- Condominium Rider Planned Unit Development Rider Other DEFAULT RIDER
- Additional Terms.
- Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Common Law. Mortgagor agrees to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

24. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 150,000.00. This limitation of amount does not include interest, attorney fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

****THIS LEGAL DESCRIPTION IS HEREBY ATTACHED TO
AND MADE PART OF MORTGAGE DATED JUNE 23, 2007,
EXECUTED BY ROBERT STAELIN; CINDIE STAELIN
AND ALTHEA MACHTEMES****

PARCEL I: THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.

PARCEL II: COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 1320 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 WEST; THENCE SOUTH A DISTANCE OF 467 FEET TO THE NORTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED SUCH POINT ALSO BEING THE POINT OF BEGINNING OF SAID PROPERTY WHICH IS DESCRIBED AS FOLLOWS:

STARTING AT THE POINT OF BEGINNING; THENCE WEST 467 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN; THENCE SOUTH 467 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 WEST; THENCE EAST 467 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 WEST; THENCE NORTH 467 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

KEY NO. 08-15-0020-0009
KEY NO. 08-15-0020-0079

COMMON ADDRESS: 5333 WILSON PLACE, MERRILLVILLE, IN 46410



DEFAULT RIDER

THIS DEFAULT RIDER is made on June 23, 2007 is incorporated into and shall be deemed to amend and supplement the Mortgage or Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note, of the same date, to FIRST COMMUNITY BANK AND TRUST, organized and existing under the laws of the State of Illinois (the "Lender") and covering the property described in the Security Instrument and located at:

5333 Wilson Place, Merrillville, IN 46410
(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree, as follows:

- A. **Event of Default.** Any one or more of the following shall be an Event of Default: Borrower will be in default if any party obligated on the Loan fails to make payment of principal and/or interest when due; Borrower will be in default if a breach occurs under the terms of the Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Loan; a good faith belief by the Lender that Lender at any time is insecure with respect to any person or entity obligated on the Loan or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- B. **Rights and Remedies on Default.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

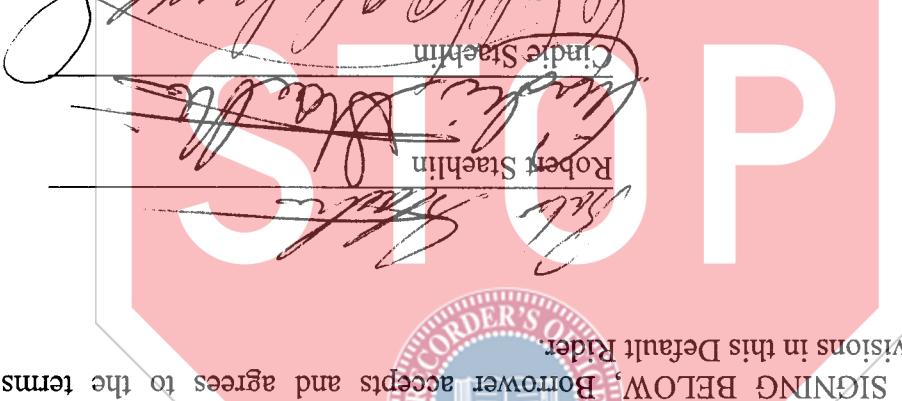
Accelerate indebtedness. Lender shall have the right at its option to accelerate the indebtedness in accordance with Section 22 of the Mortgage.

Collect rents. Lender shall have the right to take possession of the Property and collect Rents in accordance with the 1-4 Family Rider, Assignment of Rents.

Mortgagee in possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgage in possession or

Document is NOT OFFICIAL!

This Document is the property of
the Dallas County Recorder!



BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Default Rider.

C. 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 instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

the appointment of a receiver shall exist whether or not the apparent value of the receiver may serve without bond, if permitted by law. Lender's right to
by Lender shall not disqualify a person from serving as a receiver.
the property exceeds the indebtedness by a substantial amount. Employment
the appointment of a receiver shall exist whether or not the apparent value of
the receiver may serve without bond, if permitted by law. Lender's right to