

**PROHIBITION OF LEASING  
MINERAL, OIL AND GAS RIGHTS RIDER**

This Prohibition of Leasing Mineral, Oil and Gas Rights Rider, is made this 3rd day of May 2013, 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 Sovereign Bank, N.A. ("Lender"), of the same date and covering the property described in the Security Instrument and located at:

312 [REDACTED] Cranford, NJ 07016

Property Address

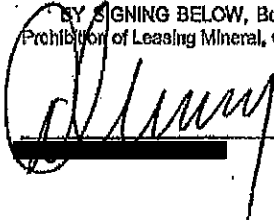
**COVENANTS RELATING TO MINERAL, OIL AND GAS RIGHTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower shall not allow any part of the Property securing the repayment of the Loan, including the area directly below the Property, to be leased, assigned or otherwise transferred for use to extract minerals, oil or gas from said land or area, nor shall Borrower allow any surface activity to be permitted to occur on the Property in the furtherance of any such extraction activity. In the event there is an existing lease or similar instrument affecting such a transfer of rights, then the Borrower shall take affirmative steps to prevent any renewal or expansion of such prior grant, to the extent possible under the terms of such instrument.

This covenant restricting the use of the Property, including the area directly below the Property, shall run with the land and a violation thereof shall subject the Borrower, until the violation is cured, to injunctive or equitable relief, to bring the Property back into compliance with this covenant restricting the use of the Property in addition to the payment of reasonable expenses and attorney's fees and costs incurred by the Lender, its successors or assigns, in any successful legal action to obtain such other equitable relief to enforce this covenant.

Any violation of this covenant which remains uncured for more than thirty (30) days, after written notice by first class mail sent to Borrower at the Property Address, shall be deemed a default as defined under the terms of the Security Instrument. The Lender shall have all of the rights then resulting from a "default" by the Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Prohibition of Leasing Mineral, Oil and Gas Rights Rider.

  
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05/03/2013

Date

  
\_\_\_\_\_

05/03/2013

Date

mineral rights rider - sb 0270  
rev 03/13

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