

"If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate, if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note."

NOW, THEREFORE, in consideration of the premises and covenants herein contained and in accordance with the above quoted Mortgage provision, it is mutually agreed as follows, to wit:

A. That as a novation of the subject indebtedness, Payee agrees to and does hereby accept and substitute the Assumptor in place of the Original Borrower and does hereby release the Original Borrower from further liability under the Note and Mortgage.

B. That Assumptor hereby assumes and agrees to be bound by the provisions, conditions and covenants of the Mortgage debt herein described and as modified herein below.

C. That the interest rate specified in the above described Note and Mortgage is changed and amended to be Nine (9%) Percentum Per Annum effective on and commencing with the next monthly installment due and payable May 1, 1975.

D. That the principal and interest installments, as required by said Note and Mortgage, are increased to Two Hundred Seventeen and 78/100 ~~and 78/100~~ (\$ 217.78 ) Dollars per month due and payable commencing May 1, 1975 and continuing in like amount on the first day of each succeeding month thereafter until paid in full.

The prepayment penalty stated in said note shall be changed and amended to provide that in the event of any prepayments, the undersigned shall pay the Holder (a) during each of the first 3 loan years (beginning with the original date of the note 4 1/2% of the amount by which prepayment exceeds 20% of the original principal amount and (b) during the fourth and fifth loan years, 2% of such amount.

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