

5. That from and after October 1, 1984 and throughout the remaining term of the loan, Franklin shall pay interest to American Federal at the rate of 14 per cent per annum with the payment to be \$ 555.84, to be applied first to interest and then to principal.

6. That Franklin shall have the right to prepay this loan in whole or in part. All outstanding balances of principal and interest, if not sooner paid, shall be due on the 1st day of September, 2011

7. It is understood and agreed that the only changes in the underlying "Mortgage", "Note" and "Renegotiable Rate Mortgage and Note Rider" which are hereby made affect the interest rate, monthly payment and due date. All other terms of these documents shall remain in full force and effect.

8. That the terms of Paragraph 17 of the Mortgage notwithstanding, Franklin may transfer or sell the subject property and American Federal shall provide mortgage financing to the transferee or purchaser, provided, however, that said transferee or purchaser must qualify for the loan according to the normal and usual underwriting standards of American Federal; that American Federal shall have no obligation to extend financing in any greater amount than is outstanding on this loan at the time of the transfer; and that the form of instruments interest rate and schedule for repayments and all other terms of the loan, and documents thereto pertaining shall be solely determined by American Federal.

9. That if any portion of this Modification Agreement shall be stricken or ruled invalid or illegal by any Court of competent jurisdiction, then to the extent of such ruling, the terms of the original instruments shall be considered to have been controlling as though in no way altered. Computations shall be made as to the sums which would have been due under the terms of the original instrument and in the event Franklin is entitled to any credits, these shall be made by American Federal and likewise in the event American Federal is entitled to any additional payments, these shall be made by Franklin. It is the intent of the parties hereto, and it is their specific understanding, that the validity of the Note, Mortgage, and supporting documents and the debt shall in no way be jeopardized by this Modification Agreement and said Agreement has

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