

the amount of any appreciation above the Original Purchase Price of the Home. However, unless Lender waives this requirement, if the difference between the two appraised values equals or exceeds 10% of the Original Purchase Price, the two appraisers will select an independent, third appraiser to perform a written appraisal, and the average of these three written appraised values will be used to calculate the amount of any appreciation above the Original Purchase Price of the Home. The expense of securing the third written appraisal will be divided equally between the Borrower and the Lender. In all events, the appraisal procedure provided for herein will be concluded within thirty (30) days from the date Lender notifies Borrower of the Current Appraised Value.

AND, WHEREAS, the said Mortgage provides in paragraph 17 thereof as follows:

17. TRANSFER OF THE PROPERTY; Assumption. 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 income and credit of such person are satisfactory to Lender. 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.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

AND, WHEREAS, the borrower is desirous of modifying paragraph 17 of the mortgage effective January 1, 1983, so as to require that prior to the sale or transfer of the Property, Lender shall have been paid the amount of its Unpaid Accrued Interest Account Balance. It is specifically understood and agreed that except as hereinbelow modified and amended, the terms and provisions of said Mortgage remain unchanged and continue in full force and effect as therein written.

NOW, THEREFORE, the lender and borrower, in consideration of the premises and the sum of \$1.00 to each in hand paid by the other, the receipt and sufficiency of which is hereby acknowledged by each, do hereby agree that effective January 1, 1983, the provisions recited in the Mortgage above referred to and as hereinabove recited, should be and the same are hereby modified and amended to provide, in lieu of as above recited, as follows: