

F. COVENANT DEFERRED

Non-Uniform Covenant 11 of the Security Instrument ("Future Advances") is deleted.

G. LAW CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) any sums already collected from Borrower which exceed permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Graduated Payment Rider (other than this paragraph H) unenforceable regarding to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument and this Graduated Payment Rider, or of diminishing the value of lender's security, then lender, at lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Graduated Payment Rider.

J. Keith Brooks (Seal)
Borrower
J. KEITH BROOKS

Kerry P. Brooks (Seal)
Borrower
KERRY P. BROOKS

____ (Seal)
Borrower
(Sign Original Only)

16375

RECORDED NOV 21 1983 at 10:34 AM

810

16375