

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

#### C. Notice

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

#### D. UNIFORM MORTGAGE; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 is amended to read as follows:

15. **Uniform Mortgage; Governing Law; Severability.** This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

#### E. NO FUTURE ADVANCES

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

#### F. LOAN 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 exceeded permitted limits will 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.

#### G. 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 Adjustable Rate Rider (other than this paragraph G) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable as otherwise provided in the Security Instrument and this Adjustable Rate 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 such event, Borrower shall not have the right to reinstate otherwise provided in Non-Uniform Covenant 19 of the Security Instrument.

#### H. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read 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 (which consent shall be in Lender's sole discretion), excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument (b) the creation of a purchase money security interest for household appliances, (c) 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 the option to purchase, Lender may, at Lender's option, declare all the sums secured by the Security Instrument to be immediately due and payable, except that Lender will not exercise its right to declare all such sums immediately due and payable in the case of the first transfer or sale by the Borrower executing this Security Instrument, provided that the Borrower is not then in default under this Security Instrument and the Note and the person to whom the Property is to be sold and transferred (i) executes a written assumption agreement satisfactory to and accepted in writing by Lender, in which event Lender shall release Borrower from all obligation under this Security Instrument and the Note and (ii) the credit of such person is satisfactory to Lender. The foregoing exception to Lender's right to declare such sums due and payable shall only apply to such first transfers or sale by the Borrower executing this Security Instrument and Lender's right to make such declaration in all other instances shall be in its sole discretion.

Ted B. Opie (Seal)  
Ted B. Opie -Borrower  
Maisie A. Opie (Seal)  
Maisie A. Opie -Borrower  
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-Borrower

(Sign Original Only)

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