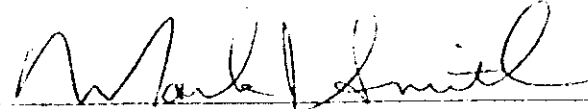


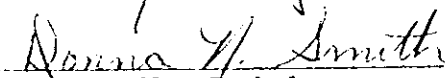
If Note Holder exercises such option to accelerate, Note Holder shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower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

The Note Holder shall have waived such option to accelerate if, prior to the sale or transfer, the Note Holder 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 the Note Holder. As a condition to waiving the Note Holder's right to accelerate, the loan terms, including the interest rate payable on the Note, the Margin for future interest rate changes (as that term is defined in the Note), and the maximum interest rate Cap of 5.75% above or below the initial interest rate shall be subject to modification by the Note Holder.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Note Holder has released Borrower in writing.

By signing this, Borrower agrees to all of the above.



Mark J. Smith


Donna N. Smith

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