

33. E. Legislation

An additional non uniform covenant 33 of the Security Instrument is added and it reads as follows:

Legislation. If after the date hereof, enactment of 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 E 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 be immediately due and payable.

34. F. CONVERSION OPTION

(A) Provided Borrower is current with respect to all payments due on this Note for twelve months prior to the date the first, second, or third "Notice of Payment/Interest Rate Adjustment" pursuant to Section 4(E) above is prepared, Borrower may, at Borrower's option, modify the repayment terms of the Indebtedness evidenced hereby on the first, second, or third Change Date. At that time, Borrower may convert the adjustable rate loan evidenced by this Note into a fixed interest rate, fixed payment, fixed term loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of this loan (i.e. 29, 28, 27 years, depending on the conversion date selected).

(B) Note Holder's "Notice of Payment/Interest Rate Adjustment" to Borrower given prior to the first, second, or third Change Date shall contain the following information pertaining to Borrower's option to convert:

- i) The approximate fixed interest rate payable by Borrower if Borrower converts into a fixed interest rate loan (the actual rate will be the rate in effect on the date the Notice of Intent to Convert is received by the Lender) and
- ii) The approximate amount of Borrower's new monthly payment at the fixed rate of interest; and
- iii) A date, at least 15 days from the date the notice is given, by which Borrower must provide Lender a Notice of Intent to exercise Borrower's option to convert by returning the appropriate form to be provided by Note Holder concurrently with the Notice of Payment/Interest Rate Adjustment.

(C) The fixed rate of interest payable by Borrower will be established and determined as the Federal National Mortgage Association's (FNMA) sixty (60) day mandatory delivery rate as published by FNMA on the date the Notice of Intent is received by Note Holder. The new fixed interest rate will become effective on the applicable Change Date. Borrower's monthly payments at the new fixed interest rate will begin as of the first monthly payment after the applicable Change Date. The monthly payment will be the amount that is necessary to repay in full the principal Borrower will owe (assuming timely payment of all amounts due prior to that date) on that Change Date in substantially equal payments by the Maturity Date at the fixed interest rate.

(D) Borrower must provide Note Holder Notice of Intent to Convert, pay any applicable fees and must complete, execute and deliver to Note Holder the document evidencing the modification

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