

manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

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 SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

If all or any part of the Property, or any interest therein is sold or transferred (or if a beneficial interest in Borrower(s) is sold or transferred and Borrower(s) is/are not a natural person) without Lender's prior written consent (excluding: (a) the creation of a mortgage or lien subordinate to the lien of this Mortgage; (b) the grant of any leasehold interest of three years or less not containing an option to purchase; (c) the creation of purchase-money security interests in household appliances; (d) transfers arising by virtue of devise, descent, operation of law, death or divorce; and (e) transfer to a trust when the Borrower(s) remain a beneficiary and which does not transfer the Borrowers' rights of occupancy) then Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable by the Borrower(s) executing the Mortgage. Provided, however, if an X appears in the following box the Lender has determined that the property pledged as collateral for the aforesaid loan is "owner occupied", the Lender will not exercise its right to declare all sums hereby secured immediately due and payable by the Borrower(s) executing this Mortgage upon the following terms and conditions:

1. The Lender is provided with written notice prior to the sale that the person buying the Property wishes to assume the Mortgage.

VOL 1667 PAGE 143

E 7 5

1328-112