

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 that notice.

C. TRANSFER OF PROPERTY OR BENEFICIAL INTEREST IN BORROWER; ASSUMPTION. Uniform Covenant 17 of the Security Agreement is hereby 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 is sold or transferred and Borrower is 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 remains a beneficiary and which does not transfer the Borrower's 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 executing this Mortgage, except that prior to the conversion of this Mortgage to a Fixed Rate, Fixed Term Mortgage, the Lender will not exercise its right to declare all such sums immediately due and payable by the Borrower executing this Mortgage, provided that the Borrower is not then in default under this Mortgage, 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 the Lender shall release Borrower from all Obligations under this Mortgage and the Note and (ii) has credit satisfactory to Lender, and (iii) agrees in writing as a condition to the Note Holder waiving its right to accelerate that the loan terms, including the interest payable on the sums secured by the Mortgage, the margin for future interest rate changes, and the maximum interest rate change cap of not more than 2.00 % nor less than 2.00 % for the first Change Date and beginning with the second Change Date a change cap of not more than 2.00 % nor less than 2.00 % shall be subject to modification at the sole discretion of the Note Holder. In the event of the transfer or sale by the Borrower executing this Mortgage, Lender's right to make such declaration in all other instances shall be at the Lender's sole discretion.

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

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

### 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 to 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

9  
9  
9  
9  
9

2328-112