

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.
2. The Lender approves the credit of the assuming party and approves an appraisal of the Property (at Lender's expense) in accordance with the Lender's then existing underwriting and appraisal standards.
3. The assuming party signs such documents as the Lender may require to undertake and assume the promises and agreements made in the Note and the Mortgage, including, but not limited to an assumption agreement.
4. The Borrower selling or transferring the Property must be the original Borrower or a party who has received the express written consent of the Lender to assume the obligations contained in the Note and the Mortgage pursuant to the exclusions set forth in (d) or (e) hereinabove.
5. The Lender is paid a fee equal to one percent (1%) of the unpaid principal balance, not to exceed \$250.00.

Provided further that in the event there is any change in either state or federal laws or regulations making the transactions contemplated hereby usurious or unenforceable in any manner, the Lender shall not be obligated to grant the written consent or to permit the Mortgage to be assumed as set forth in this Paragraph.

**F. COVENANT DELETED**

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

**G. 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.

**H. 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 H) 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