

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.

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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 Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, the Borrower has executed this Adjustable Rate Rider.

Samuel M. Moss (Seal)  
Samuel M. Moss -Borrower

Gwendolyn M. Moss (Seal)  
Gwendolyn M. Moss -Borrower

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(Seal)  
-Borrower

(Sign Original Only)

Recorded July 26, 1984 at 10:08 A/M

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