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United COVENANTS. Borrower and Londer covenant and agree as follows:

1. Payment of Principal and interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and any prepayment and late charges due under the Note.

2. Funds for Texes and Insurance. Subject to applicable law or to a written waiver by Londer. Borrower shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly load insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow seq. "RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds as an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current date and reasonable. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items. Lender shall apply the Funds to pay the Escrow Items, unless Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless Borrower to pay a one-time charge for an independent real e

secured by this Security Instrument.

If the Funds held by Lender exceed the amounts parmitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency, in no more than twelve monthly payments, at

Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Llens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give the giving of notice.

Borrower a notice Identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

the giving of notice.

5. Herard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance space against loss by fire, hereafter erected within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that lender requires. The withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's approval which shall not be unreasonably rights in the Property in accordance with paragraph 7.

rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall lifectude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prempt notice to the insurance carrier and Lender. Lender may make proof of

loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excass paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The

Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lender may collect the Insurance proceeds. Lender may use the proceeds to principal shall not extend to the property or to pay sums secured by this Security Instrument, whether or not then due. The days period will begin when the notice is given.

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30-days period will be a begin the property security instrument of the payments. If under paragraph 21 the property are under the property of the property security instrument immediately prior in the property and the solides of the property security instrument immediately prior and acquisition.

4. Occupancy, Preservation, Maintenance and Protection of the Property in management immediately prior and expensive and shall continue and use the Property as Borrower's principal residence within sixty days efter the execution of the Security instrument lender chronives agrees in writing, which consent sh.ll not be unreasonably withheld, or unless extenuating circumstances exist which waste on the Property.

4. Description of the Property and the Property of the Property of the Property and the Proper

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9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

concernation or gither taking or any part of the property, or for conveyance in lieu of condemnation, are breaby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower, and Lender, otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking unless Borrower and Lander otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Sorrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due:

Unless Lender and Borrower c. ierwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forberance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.

Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and 'Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's corsent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum ioan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connaction with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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

permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this retund 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 without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address. Borrower designates by notice to Borrower. Any notice be charge shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. 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 provision. To this and the provisions of this Security Instrument and the Note and dectare to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Baneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all issums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as

Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will stat, the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not do, nor allow anyone else to do; anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic peroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedias. Lender shall give notice to Borrower plot to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the same secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lander at its option may require immediate payment in full of all sums secured by this Security instrument without further domand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys, fees and costs of title evidence.

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If Lander invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give indicated by applicable law. Trustee, without demand on Borrower and to other persons prescribed by applicable law. After the time required by applicable law. Trustee, without demand on Borrower, shall sell the Property at public saction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcols and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by of sale in one or more parcols and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property at any public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

public announcement at the time and place of any present of the processed of sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prime facie syldence of the truth of the statements made therein. Trustee's and the proceeds of the sale in the following order: (a) to all exponess of the sale, including, but not limited to, reasonable Trustee's and the proceeds of the sale in the following order: (a) to all exponess of the sale, including, but not limited to, reasonable Trustee's and the proceeds of the sale; (b) to all sums secured by this Security instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable trustee.

Irustee snall reconvey the Property without warranty and Lender snall charge corrower a release ree in an amount showed by applicable law. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed property. The successor trustee shall succeed to all the title, power and duties conferred upon the property. Trustee herein and by applicable law.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees," shall include any attorneys' fees awarded by an applicable law.

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THIS ADJUSTABLE RATE RIDER is made this 1st day of June, 1998	
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed o	f
riost of Security Deed (the "Security Instrument") of the same data diven by the tradecolors	3.
tine borrower") to secure "Borrower's Additistable (1) Rate (2) Mote (2) (1) have the secure to borrower's	
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A. MINTEREST RATE AND MONTHLY PAYMENT CHANGES entireliged in progress of the	
Interest will be charged on unpaid principal until the full amount of principal has been paid	
will pay interest at a yearly rate of	•
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the Note is the rate I will pay both before and after any default described in Section 7(B) of the	ľ
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The Note provides for changes in the interest rate and the monthly payments, as follows:	÷
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Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the Twelve-Month Average, determined as set forth below, of the monthly yields ("Monthly Yields") on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (G.13)". The Twelve-Month Average is determined by adding together the Monthly Yields for the most recent twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each interest Rate Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(ाग(C) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points the Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old index was available and the average of the new index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the nearest 1/8 of 1%.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment, total vone SNLSTMOD 31 At 2011

- g (D) Limits on Interest Rate Changes TIMIL STOM SHIT ATTEX PAYMENT. My interest rate will never be increased or decreased on any single Change Date by more percentage point(s) (\_\_\_\_\_\_\_\_\_%) from the months. My interest rate rate of interest I have been paying for the preceding \_\_TWELVE will never be greater than to the early stone of the state of the stat
- (E) Effective Date of Changes: Bango bas measured hard telegraphic telegraphic telegraphics My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes lagain to biogram to beginn be and the problem.
- of off) Notice of Changes regressif off. At 200 ... to assert these a sections and the The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the smount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice, and and was a size
- If for any reason Note Holder falls to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. l'also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

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## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Covenant 17 of the Security Instrument is amended to read as follows:

greening to decerately reflect the terms of the Agreement Letwies Bondwer and Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender, (c) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed (cr, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower) within which Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower hereby agrees to execute any document necessary to	
this Adjustable Rate Rider. Borrower nereby agrees to the Agreement between Borrower and	
this Adjustable Rate Rider. Borrower hereby agrees to execute any distance and reform this Agreement to accurately reflect the terms of the Agreement between Borrower and reform this Agreement to accurately reflect the terms of the Agreement is lost, mutilated or destroyed.	
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