## F. COVENANT DELETED

Non-Uniform Coverant 11 of the Security Instrument "Titure Alvanous") 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 same already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader may choose to make this permit by reducing the principal cwed 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 Gridiated Payment Rider Jother than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument and this Graduated Payment 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, Borrower has executed this Graduated Payment Rider.

GRAHAM E. KIKER Borrower

- Koris Il. Kiker (Seal)
DORIS H. KIKER SOTTOWER

\_\_(Seal) Sorrower

Sign Original Only)

**RECORDED NOV 17 1983** at 4136 PM.

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