

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.

E. LEGISLATION.

An additional non-uniform covenant 33 of the Security Instrument is added and it shall read as follows:

33. **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 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.

IN WITNESS WHEREOF, the Borrower has executed this document the date first above written.

SMITH & STEELE BUILDERS, INC.

(Seal)

By

Ted D. Smith
Ted D. Smith, President

—Borrower

(Seal)

—Borrower

By

John R. Steele
John R. Steele, Vice President

(Seal)

—Borrower

(Sign Original Only)

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