

9560

11. PAYMENTS ON THE LOAN

(A) Regular Increase. My first monthly payment will be in the amount of \$365.20 on the anniversary of the date my first monthly payment is due. Through the twentieth year that the loan is outstanding, I will keep paying a new monthly payment which will be equal to the amount I have been paying multiplied by the factor 1.075, unless I exercise the "Monthly Payment Freeze Option" or "Full Payment Option" as described in Section 5(B). Beginning in the twenty-first year and for the remaining term, I must pay the Full Payment Amount. I will pay the new amount of my monthly payment until it changes in accordance with this Section 5 or Section 6 or 7 below.

(B) Monthly Payment Freeze Option. Instead of having my monthly payments increase during the second and third years that my loan is outstanding, I may elect to have my monthly payment frozen for the second and/or third years that the loan is outstanding at the monthly payment amount due during each respective preceding year. Alternatively, I may elect to have the Note Holder recalculate my Full Payment Amount as described in Section 5, and I will then make payments of the Full Payment Amount beginning with the first monthly payment due after my election on the third and on each subsequent anniversary of the date my first monthly payment is due until, but not including, the twentieth anniversary date. I may only choose to have my payment adjusted in accordance with Section 5(A) or make the Full Payment Amount beginning with the twenty-first year and continuing through the term of the loan. I must pay the Full Payment Amount. The Note Holder will notify me as provided in Section 6 below, prior to one of the anniversaries of the date my first monthly payment is due and will inform me that I have the options set forth in this Section 5. Subject, however, to the limitations imposed by Section 5(C), I must notify the Note Holder of my election prior to the time that the first monthly payment is due after the respective anniversary date. If I do not choose from the options I have under this Section 5 prior to my first two anniversary dates, I will make the payments provided for in 5(A). If, after my second anniversary or for any subsequent anniversary date until, but not including, the twentieth anniversary date, I fail to make the payment required by the adjustment provided for in 5(A), then I will make the Full Payment Amount.

12. PAYMENTS ON THE LOAN IN EXCESS OF THE FULL PAYMENT AMOUNT

A. Payments in Excess of the Full Payment Amount

If I pay more than the Full Payment Amount, the amount of the interest portion of a monthly payment which then would be sufficient to repay my unpaid principal balance in full on the maturity date at my current rate of interest in substantially equal payments. If so, I will notify the Note Holder that the amount of my monthly payment is less than the interest portion. The Note Holder will subtract the amount of my monthly payment from the interest portion and will add the difference to my unpaid principal balance. The Note Holder will also add interest on the interest added to principal will be the rate required by Section 2 above.

B. Payments in Excess of my Unpaid Principal Balance

My monthly payment could be greater than the amount of a monthly payment which then would be sufficient to repay my unpaid principal balance in full on the maturity date at my current rate of interest in substantially equal payments. If so, the Note Holder will subtract the difference from the unpaid balance of my loan until the next interest due date as if I had not made that payment under Section 12(A) of the Note.

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