

095
0.

3. UNIFORM SECURITY INSTRUMENT - BORROWER'S AGREEMENT

Uniform Security Instrument Security Agreement is intended to read as follows:

15. Uniform Security Instruments Governing Law; Governing Law. This form of Security instrument embodies that the contents of this national uniform instrument agree with limited variations by jurisdiction to constitute a uniform security instrument covering real property. 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 law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision, and to the extent that provisions of this Security instrument and the Note are required to be severable,

3. TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Security Instrument Security Agreement is intended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or an interest therein is sold or transferred by Borrower or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity, without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the Security instrument which does not relate to a transfer of title of ownership in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not constituting an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security instrument to be immediately payable.

If Lender receives such notice as aforesaid, Lender shall mail Borrower notice of intent to do so in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed to Borrower, during which Borrower may pay the sums secured by the Note and interest accrued up to the date prior to the expiration of such notice, including, if no such notice or demand is received, interest upon amounts payable by paragraph 15 hereof.

Notwithstanding the above, if Lender is advised that the Borrower causes to be maintained on Lender's behalf and retains sufficient funds to estimate the transferred or leased property, the amount that Lender's security will not be impaired and that there is no record of any covenant or agreement of the Seller or Tenant to Lender that the interest is payable on the same account as this Security instrument at a rate acceptable to Lender, and otherwise to the terms of the Note and this Security instrument imposed by Lender (see, e.g., including, for example, periodic statement of the interest due, a different final payment date for the Note, and addition of unpaid interest to principal), and if the transferee signs 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, as is otherwise required by Lender, to the extent permitted by applicable law, Lender also may charge a reasonable fee, as a contribution to Lender's interest in any sale or transfer.

Borrower will continue to be obligated under the Note and this Security instrument unless Lender releases Borrower in writing.

4328.W.23

S. D. 1974
Date of filing
Page 5 of 5