

obligations under this Mortgage and the Note and (ii) the credit of such person is satisfactory to the Lender. The foregoing exception to Lender's right to declare such sums due and payable shall only apply to such first transfers or sale by the Borrower executing this Mortgage and Lender's right to make such declaration in all other instances shall be in its sole discretion.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 20 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 27 hereof.

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. NOTICE**

Uniform Covenant 20 of the Security Instrument is amended to read as follows:

**20. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivery or by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**F. UNIFORM MORTGAGE; GOVERNING LAW; SEVERABILITY**

Uniform Covenant 22 is amended to read as follows:

**22. Uniform Mortgage; Governing Law; Severability.** This form of Security Instrument combines uniform covenants for national use and non-uniform covenants 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 this end the provisions of this Security Instrument and the Note are declared to be severable.

**G. NO FUTURE ADVANCES**

Non-Uniform Covenant 31 of the Security Instrument ("Future Advances") is deleted.

**H. LOAN CHARGES**

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

**33. 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 exceeds 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 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 reduction will be treated as a partial prepayment under the Note.

**I. LEGISLATION**

An additional non-uniform Covenant 34 of the Security Instrument is added and it shall read as follows:

**34. 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 F) 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.

Joseph D. Fazio, Sr. (Seal)  
Joseph D. Fazio, Sr. — Borrower  
Julia Faye Fazio (Seal)  
Julia Faye Fazio — Borrower  
\_\_\_\_ (Seal)  
— Borrower

(Sign Original Only)

\$20,000.00  
Lot 58, S. VALLEY LN., RIVERDALE

RECORDED DEC 15 1983 at 3:19 P.M.

19170

Filed for record in the Office of  
the Clerk of the Superior Court  
County of Santa Clara, California  
at 3:19 o'clock  
P. M. Dec. 15, 1983  
and recorded in Real Estate  
Mortgage Book 1640  
Page 155  
RMC for G. Co. S. A.

DEC 15 1983

19170 X