800x 1578 PAGE 706

balance as of the Interest Change Date in full on the maturity date at my new rate of interest in substantially equal payments. The result of this calculation is my new Full Payment Amount.

Each new rate of interest will become effective on each Interest Change Date, and each new Full Payment Amount will become effective on the first monthly payment date after the Interest Change Date.

### (B) Required Full Payment Amount

I will pay the Full Payment Amount as my monthly payment beginning with my 61st monthly payment if my new rate of interest is equal to or less than the Initial Rate of Interest or if I do not choose to limit the amount of my monthly payment as permitted by Section 6 (A) below. Even if I choose to limit my monthly payment, I will pay the Full Payment Amount beginning with my 121st monthly payment.

### 5. GRADUATED MONTHLY PAYMENTS 1-60

# 6. BORROWER'S RIGHT TO LIMIT AMOUNT OF MONTHLY PAYMENTS 61-120

#### (A) Calculation of Graduated Monthly Payment Amount

If my new rate of interest at the first Interest Change Date is greater than the Initial Rate of Interest, I may choose to limit the amount of my new monthly payment. If I do so, on each of the 5th through 9th anniversaries of the date my first monthly payment is due, I will begin paying a new monthly payment which will be equal to the amount I have been paying multiplied by the number 1.075. Even if I have chosen to limit my monthly payment, Sections 6 (B) or 6 (C) below may require me to pay a different amount. I will give the Note Holder notice that I have chosen to limit my monthly payments at least 15 days before my 61st monthly payment is due.

### (B) Reduced Monthly Payment Amount

My 73rd, 85th, 97th or 109th graduated monthly payment calculated under Section 6 (A) above 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, I will instead then begin paying a new monthly payment, which will be equal to the lower amount, until my 121st monthly payment when I will begin paying my new Full Payment Amount.

#### (C) Increased Monthly Payment Amount

My paying a monthly payment calculated under Section 6 (A) above could cause my unpaid principal balance to exceed the limit stated in Section 8 (B) below. If so, on the date that my paying a monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment. This new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal balance in full on the maturity date at my current rate of interest in substantially equal payments, until my 121st monthly payment when I will begin paying my new Full Payment Amount.

## 7. MONTHLY PAYMENT 121 AND REMAINING PAYMENTS

Beginning with my 121st monthly payment, I will pay the Full Payment Amount as my monthly payment.

### 8. INCREASES IN THE PRINCIPAL AMOUNT TO BE PAID

## (A) Additions to My Unpaid Principal Balance

Each of my first 120 monthly payments could be less than 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, each month 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 amount of the interest portion and will add the difference to my unpaid principal balance. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month. The rate of interest on the interest added to principal will be the rate required by Sections 2 or 4 (A) above.

### (B) Limit on Unpaid Principal Balance

My unpaid principal balance can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed.

### 9. NOTICE OF CHANGES

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice."

### **B. CHARGES; LIENS**

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

# C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

