

(H) 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. NOTICE

Uniform Covenant 20 of the 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 Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at Borrower's Address stated below 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 Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

C. UNIFORM MULTIFAMILY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 22 of the Instrument is amended to read as follows:

22. Uniform Multifamily Instrument; Governing Law; Severability. This form of multifamily 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 and related fixtures and personal property. This 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 Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Instrument and the Note are declared to be severable.

D. NO FUTURE ADVANCES

The Non-Uniform Covenant of the Instrument headed by the caption "FUTURE ADVANCES" is deleted.

E. LOAN CHARGES

If the loan secured by the 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 exceed 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.

F. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Instrument or this Adjustable Rate Rider (other than this paragraph G) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the 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 Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

George R. Fain, Jr. (Seal)
GEORGE R. FAIN, JR. Borrower

Marilyn B. Fain (Seal)
MARILYN B. FAIN Borrower

..... (Seal)
..... Borrower

(Sign Original Only)

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