NON-ASSUMABILITY NOTE ADDENDUM

(ADJUSTABLE RATE)

**THIS NON-ASSUMABILITY NOTE ADDENDUM** (the “Addendum”) is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the note made by the undersigned Borrower, (“I”, “me”, “my”) to evidence my indebtedness (the “Loan”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its successors and assigns (the “Note Holder”) and dated the same date as this Addendum (the “Note”). The Note is secured by a security instrument, as modified or amended, in favor of the Lender dated the same date as this Addendum (the “Security Instrument”). All terms defined in the Note shall have the same meaning in this Addendum.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Note, Note Holder and I further covenant and agree as follows:

Section 11 of the Note entitled “**UNIFORM SECURED NOTE**” is hereby deleted in its entirety and replaced with the following provisions:

**11. UNIFORM SECURED NOTE**

The Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under the Note, a Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”), dated the same date as the Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under the Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, I accept and agree to the terms and covenants contained in this Addendum.

DATED this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_.

|  |  |
| --- | --- |
| Borrower    Borrower | Borrower    Borrower |

*[Sign Original Only]*