Loan Number: {LOAN\_NUM}

[[CR]]

IF {LOAN\_TYPE} = “VA” THEN [[VA Partial Claim Loan No. {VA\_LOANNUM}

[[CR]]]]

IF {LOAN\_CASENUM} ≠ “” AND {LOAN\_TYPE} IN (“FHA”, “RHS”) THEN [[{LOAN\_TYPE} Case No. {LOAN\_CASENUM}]]

ELSE IF {LOAN\_CASENUM} ≠ “” AND {LOAN\_TYPE} = “VA” THEN [[Primary VA Guaranteed Loan Number:{LOAN\_CASENUM}

[[CR]]]]

PROMISSORY NOTE

[[CR]]

IF {LOAN\_TYPE} = “VA” THEN [[**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE SECRETARY OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

[[CR]]]]

{MOD\_DECDTE}

[[CR]]

uppercase({**BR\_FULLNAME**})IF {CBRxx\_FULLNAME} ≠ ““ THEN [[ AND uppercase({**CBRxx\_FULLNAME**})]]IF {NBRxx\_TYPECDE} = “SI” THEN [[ AND uppercase({**NBRxx\_FULLNAME**})]]

[[CR]]

{PROP\_ADDR1}IF {PROP\_ADDR2} ≠ “” THEN [[, {PROP\_ADDR2}]] {PROP\_CITY}, {PROP\_STATE} {PROP\_ZIP}

[[CR]]

1. PARTIES

[[CR]]

“Borrower” means each person signing at the end of this Note, and the person’s successors and assigns. “Secretary” or “Lender” means the IF {INDEMNIFICATION\_EXPDTE} > TODAY() THEN [[{SVR\_FULLNAME}, and its successors and assigns.]] ELSE IF {LOAN\_TYPE} = “RHS” THEN [[United States of America, acting through the Rural Housing Service, and its successors and assigns.]] IF {LOAN\_TYPE} = “FHA” THEN [[Secretary of Housing and Urban Development, and its successors and assigns.]] IF {LOAN\_TYPE} = “VA” THEN [[Secretary of Veterans Affairs, an Officer of the United States, and its successors and assigns.]]

[[CR]]

1. BORROWER’S PROMISE TO PAY

[[CR]]

In return for a loan received from Lender, Borrower promises to pay the principal sumIF {LOAN\_TYPE} = “VA” THEN [[, as calculated under Title 38 Code of Federal Regulations (“C.F.R.”), Section 36.4805(e),]] of {MOD\_FORBEARANCE\_AMT} Dollars (U.S. {MOD\_FORBEARANCE\_AMT}), to the order of the LenderIF {LOAN\_TYPE} = “VA” THEN [[ or Note Holder]].

[[CR]]

IF {PC\_BKDISC\_FLG} = “True” AND {BK\_STATUS} = “Discharged” AND {BK\_TYPECDE} = “7” THEN [[Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note dated {LOAN\_ORIGDTE} with an original principal balance of {LOAN\_ORIGAMT} has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

[[CR]]]]

IF {LOAN\_TYPE} = “VA” THEN

[[Borrower will make all payments under this Note in the form of cash, check, or money order.

[[CR]]

Borrower understands Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the “Note Holder”.]]

[[CR]]]]

1. PROMISE TO PAY SECURED

[[CR]]

Borrower’s promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the “Security Instrument”. The Security Instrument protects the Lender from losses, which might result if Borrower defaults under this Note.

[[CR]]

1. MANNER OF PAYMENT

[[CR]]

1. Time

[[CR]]

IF {LOAN\_TYPE} = “VA” THEN

[[Repayment of the full principal sum is required on {MOD\_MATUREDTE} or earlier, when the first of the following events occurs: (1) the transfer of title to the Property secured by the Security Instrument; or (2) the refinancing or payment in full otherwise, of all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments guaranteed by the Secretary, with which this Note and Subordinate Mortgage are associated.]]

ELSE

[[On, {MOD\_MATUREDTE} or, if earlier, when the first of the following events occurs:

[[CR]]

1. Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or

[[CR]]

1. The maturity date of the primary Note has been accelerated, or

[[CR]]

1. The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by IF {LOAN\_TYPE} = “RHS” THEN [the Agency] ELSE [the Secretary]]]

[[CR]]

1. Place

[[CR]]

Payment shall be made at IF {INDEMNIFICATION\_EXPDTE} > TODAY() THEN [[IF {SVR\_PYMNTNAME} ≠ “” THEN [{SVR\_PYMNTNAME}] ELSE [{SVR\_FULLNAME}], {SVR\_PYMNTADDR1},IF {SVR\_PYMNTADDR2} ≠ “” THEN [{SVR\_PYMNTADDR2}, ]{SVR\_PYMNTCITY}, {SVR\_PYMNTSTATE} {SVR\_PYMNTZIP}]] ELSE IF {LOAN\_TYPE} = “RHS” THEN [[USDA - Rural Development, Wholesale Lockbox, P.O. Box 790391, 3180 Rider Trail S., Earth City, MO 63045]]IF {LOAN\_TYPE} = “FHA” THEN [[FHA, Attention: Security Held Loan Servicing, 2000 N Classen Blvd #3200, Oklahoma City, OK 73106]] ELSE IF {LOAN\_TYPE} = “VA” THEN [[BSI Financial Services, P.O. Box 679002, Dallas, TX 75267]] or any such other place as Lender may designate in writing by notice to Borrower.

[[CR]]

1. BORROWER’S RIGHT TO PREPAY

[[CR]]

Borrower has the right to IF {LOAN\_TYPE}= “VA” THEN [[prepay]] ELSE [[pay]] the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

[[CR]]

IF {LOAN\_TYPE} = “VA” THEN [[

1. BORROWER’S FAILURE TO PAY AS REQUIRED

[[CR]]

1. Default

[[CR]]

If Borrower does not pay the full amount due on the date it is due, Borrower will be in default and Note Holder is entitled to exercise all remedies provided by, and in accordance with, applicable law.

[[CR]]

1. Notice of Default

[[CR]]

If Borrower is in default, Note Holder may send a written notice of default as required by applicable law.

[[CR]]

1. No Waiver By Note Holder

[[CR]]

If, at any time Borrower is in default, Note Holder does not require immediate payment in full, the Note Holder does not waive such right and may require immediate payment at any time Borrower remains in default.

[[CR]]

1. Payment of Note Holder’s Costs and Expenses

[[CR]]

In the event of Borrower’s default, Borrower will be liable to Note Holder for all costs and expenses of enforcing this Note to the full extent of applicable law, including but not limited to, reasonable attorney fees and court costs.

[[CR]]]]

1. WAIVERS

[[CR]]

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. “Presentment” means the right to require IF {LOAN\_TYPE} = “VA” THEN [[Note Holder]] ELSE [[Lender]] to demand payment of amounts due. “Notice of dishonor” means the right to require IF {LOAN\_TYPE} = “VA” THEN [[Note Holder]] ELSE [[Lender]] to give notice to other persons that amounts due have not been paid.

[[CR]]

1. OBLIGATIONS OF PERSONS UNDER THIS NOTE

[[CR]]

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all the amounts owed under this Note.

[[CR]]

IF {LOAN\_TYPE} = “VA” THEN [[

1. V.A. REGULATIONS

[[CR]]

Regulations (38 C.F.R. Part 36) issued under the U.S. Department of Veterans Affairs (“VA”) Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties, and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

[[CR]]

1. SEVERABILITY

[[CR]]

If one section of this instrument is found to be void or unenforceable such determination shall not affect the validity or enforceability of other provisions, all of which shall remain in full force and effect.

[[CR]]]]

IF {PROP\_STATE} = “AK” THEN [[

1. NOTICE OF OTHER REMEDIES

[[CR]]

To the extent set forth in this Note, (a) the Borrower is personally obligated and fully liable for all amounts due under this Note, and (b) the holder hereof has the right to sue on this Note and obtain a personal judgment against the Borrower for satisfaction of all amounts due under this Note either before or after a judicial foreclosure, under Alaska Statutes §§ 09.45.170 through 09.45.220, of the deed of trust which secured this Note.

[[CR]]]]

IF {PROP\_STATE} = “MO” THEN [[

1. NOTICE

[[CR]]

**Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

[[CR]]]]

IF {PROP\_STATE} = “NH” AND {LOAN\_TYPE} = “VA” THEN [[

1. ATTORNEYS’ FEES

[[CR]]

Pursuant to New Hampshire Revised Statute Annotated § 361-C:2, in the event that Borrower prevails in (a) any action, suit, or proceeding, brought by Note Holder, or (b) an action brought by Borrower, reasonable attorneys’ fees will be awarded to Borrower. Further, if Borrower successfully asserts a partial defense or set-off, recoupment, or counterclaim to an action brought by Note Holder, a court may withhold from Note Holder the entire amount of such portion of its attorneys’ fees as the court may consider equitable.

[[CR]]]]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

[[CR]]

IF {PROP\_STATE} = “AL” THEN [[

CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

[[CR]]]]

IF {PROP\_STATE} = “VT” THEN [[

**NOTICE TO ANY CO-SIGNOR**

**YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

[[CR]]]]

[[CR]]

{MOD\_PN\_SIGNATURELINES}

[[PAGE BREAK]]

IF {PROP\_STATE} IN (“WA”, “MO”) THEN [[3.0” margin the whole way across]]

IF {PROP\_STATE} = “MI” THEN [[2.5” margin the whole way across]]

IF {PROP\_STATE} = “MI” THEN [[IF {FLG\_MOD\_CORRECTIVE} = “True” THEN [CORRECTIVE][[CR]]

SUBORDINATE uppercase({MCDS\_SI\_TYPE})

[[CR]]]]

{MCDS\_APNLOCATION} = “FIRST” THEN [[{MCDS\_APNVERB} IF {TTL\_PROP\_APN} ≠ “” THEN [{TTL\_PROP\_APN}] ELSE [{PROP\_APN}]

[[CR]]]]

IF {PROP\_STATE} ≠ (“TX”, “MO”) THEN [[**Recording Requested By:**

{SVR\_FULLNAME}

{SVR\_CORPADDR1}

IF {SVR\_CORPADDR2} ≠ “” THEN [, {SVR\_CORPADDR2} ]

{SVR\_CORPCITY}, {SVR\_CORPSTATE} {SVR\_CORPZIP}

[[CR]]]]

IF {PROP\_STATE} = “MO” THEN [[**Recording Requested By and**]]

**After Recording Return To:**

{SVR\_FULLNAME} IF {REQ\_RETURNFLG} = “True” THEN [[C/O:

Mortgage Connect, LP]]

{SVR\_MODRETURNADDR1}

IF {SVR\_MODRETURNADDR2} ≠ “” THEN [[{SVR\_MODRETURNADDR2}]]

{SVR\_MODRETURNCITY}, {SVR\_MODRETURNSTATE} {SVR\_MODRETURNZIP}

IF {MCDS\_APNLOCATION} = “RETURN” THEN [[{MCDS\_APNVERB} IF {TTL\_PROP\_APN} ≠ “” THEN [{TTL\_PROP\_APN}] ELSE [{PROP\_APN}]]]

Recording Number: {TTL\_ORDERNO}

[[CR]]

This IF {PROP\_STATE} = “MN” AND ({TTL\_PROP\_COUNTY} = “LYON” OR {TTL\_PROP\_COUNTY} = “” AND {PROP\_COUNTY} = “LYON”) THEN [[instrument]] ELSE [[document]] was IF {PROP\_STATE} IN (“MI”, “MN”, “WI”) THEN [[drafted]] ELSE [[prepared]] by {SVR\_FULLNAME},IF {PROP\_STATE} = “KY” THEN [[{PREPARER\_FULLNAME\_KY}, ]] ELSE IF {PROP\_STATE} IN (“AL”, “FL”, “IN”, “IA”, “MI”, “MS”, “TX”, “WI”) THEN [[{PREPARER\_FULLNAME}, ]] {PREPARER\_FULLADDR}

IF {PROP\_STATE} = “PA” AND {TTL\_PROP\_COUNTY} = “LEHIGH” OR {TTL\_PROP\_COUNTY} = “” AND {PROP\_COUNTY} = “LEHIGH”) THEN [[I HEREBY CERTIFY THE MORTGAGEE ADDRESS IS IF {INDEMNIFICATION\_EXPDTE} > TODAY() THEN [{SVR\_CORPADDR1}, IF {SVR\_CORPADDR2} ≠ “” THEN [{SVR\_CORPADDR2},] {SVR\_CORPCITY}, {SVR\_CORPSTATE} {SVR\_CORPZIP}] ELSE IF {LOAN\_TYPE} = “RHS” THEN [4300 Goodfellow Blvd. Building 105E, FC 225, St. Louis, MO 63120-1703] ELSE IF {LOAN\_TYPE} = “FHA” THEN [451 Seventh Street, SW, Washington, DC 20410] ELSE IF {LOAN\_TYPE} = “VA” THEN [Department of Veterans Affairs, Loan Guaranty Service, 3401West End Avenue, Suite 760 W, Nashville, TN 37203]]]

[[CR]]

IF {PROP\_STATE} = “KY” THEN [[IF {PREPARER\_FULLNAME\_KY} ≠ “” THEN [{PREPARER\_FULLNAME\_KY}] ELSE [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[[CR]]]]

IF {PROP\_STATE} IN (“MO”, “MS”, “WA”) OR ({PROP\_STATE} = “PA” AND {TTL\_PROP\_COUNTY} IN (“YORK”, “MERCER”) OR {TTL\_PROP\_COUNTY} = “” AND {PROP\_COUNTY} IN (“YORK”, “MERCER”)) THEN [[IF {TTL\_PROP\_SHORTLEGALDESC} ≠ “” THEN [{TTL\_PROP\_SHORTLEGALDESC}] ELSE [{PROP\_SHORTLEGALDESC}]

[[CR]]]]

IF {MCDS\_REC\_PG1TEXT\_PC} ≠ “” THEN [[{**MCDS\_REC\_PG1TEXT\_PC**}

[[CR]]]]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Space Above This Line For Recording Data\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[[CR]]

IF {LOAN\_CASENUM} ≠ “” AND {LOAN\_TYPE} IN (“FHA”, “RHS”) THEN [[{LOAN\_TYPE} Case No. {LOAN\_CASENUM}]]

IF {LOAN\_TYPE} = “VA” THEN [[**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE SECRETARY OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

[[CR]]

VA Partial Claim Loan Number: {VA\_LOANNUM}

IF {LOAN\_CASENUM} ≠ “”THEN [Primary VA Guaranteed Loan Number: {LOAN\_CASENUM}]]]

IF {PROP\_STATE} = “TX” THEN [[{SL\_TX \_DISC4}

[[CR]]

IF {FLG\_MOD\_CORRECTIVE} = “True” THEN [[**CORRECTIVE**]]

IF {PROP\_STATE} ≠ “MI” THEN [[SUBORDINATE uppercase({MCDS\_SI\_TYPE})

[[CR]]

IF {FLG\_MOD\_CORRECTIVE} = “True” THEN [[This Subordinate {MCDS\_SI\_TYPE} is being re-executed and re-recorded to correct the {MOD\_CORRECTIVE\_REASON} shown below, which was incorrect on the earlier Subordinate {MCDS\_SI\_TYPE} from the IF {MCDS\_SI\_TYPE} = [Mortgage] THEN [Mortgagor(s)] ELSE [Grantor(s)] herein, recorded on {MOD\_RECDTE} in the Office of the County Recorder, IF {TTL\_PROP\_COUNTY} ≠ “” THEN [propercase({**TTL\_PROP\_COUNTY**})] ELSE [propercase({**PROP\_COUNTY**})] County in IF {MOD\_RECNUMBER} ≠ “” THEN [Instrument No. {MOD\_RECNUMBER}] IF {MOD\_RECBOOK} ≠ “” THEN [Bk {MOD\_RECBOOK}] IF {MOD\_RECPAGE} ≠ “” THEN [Pg. {MOD\_RECPAGE}]

[[CR]]]]

THIS SUBORDINATE uppercase({MCDS\_SI\_TYPE}) (“Security Instrument”) is given on {MOD\_DECDTE}.

[[CR]]

The Mortgagor is IF({TTL\_GRANTOR01}) ≠ “” THEN [[uppercase({**TTL\_GRANTOR01**})]] ELSE [[uppercase({**BR\_FULLNAME**})IF {CBRxx\_FULLNAME} ≠ ““ THEN [ and uppercase({**CBRxx\_FULLNAME**})]]]IF {NBRxx\_TYPECDE} IN (“RO”, “NO”, “SI”, “EX”) THEN [[ and uppercase({**NBRxx\_FULLNAME**})]]

[[CR]]

Whose address is {PROP\_ADDR1}IF {PROP\_ADDR2} ≠ “” THEN [[, {PROP\_ADDR2}]] {PROP\_CITY}, {PROP\_STATE} {PROP\_ZIP} (“Borrower”).

[[CR]]

IF {PROP\_STATE} IN (“AK”, “AZ”, “CA”, “CO”, “ID”, “MD”, “MS”, “MO”, “MT”, “NE”, “NV”, “NC”, “OR”, “TN”, “TX”, “UT”, “WA”, “WV”) THEN

[[**Trustee:** IF {TTL\_TRUSTEE01} ≠ “” THEN [{TTL\_TRUSTEE01}] ELSE [[{TRUSTEE01}]]

[[CR]]]]

IF {PROP\_STATE} IN (“DC”, “VA”) THEN

[[**Trustee:** IF {TTL\_TRUSTEE01} ≠ “” THEN [{TTL\_TRUSTEE01}] ELSE [[{TRUSTEE01}]]

[[CR]]

**Trustee Address:** IF {TTL\_TRUSTEE01ADDR1} ≠ “” THEN [{TTL\_TRUSTEE01ADDR1} {TTL\_TRUSTEE01CITY}, {TTL\_TRUSTEE01STATE} {TTL\_TRUSTEE01ZIP}] ELSE [{TRUSTEE01ADDR1} {TRUSTEE01CITY}, {TRUSTEE01STATE} {TRUSTEE01ZIP}]

[[CR]]]]

This Security Instrument is given to IF {INDEMNIFICATION\_EXPDTE} > TODAY() THEN [[{SVR\_FULLNAME}, {SVR\_CORPADDR1}, IF {SVR\_CORPADDR2} ≠ “” THEN [{SVR\_CORPADDR2},] {SVR\_CORPCITY}, {SVR\_CORPSTATE} {SVR\_CORPZIP}]] ELSE IF {LOAN\_TYPE} = “RHS” THEN [[The United States of America, acting through the Rural Housing Service, its successors and assigns, whose address is 4300 Goodfellow Blvd. Building 105E, FC 225, St. Louis, MO 63120-1703]] ELSE IF {LOAN\_TYPE} = “FHA” THEN [[the Secretary of Housing and Urban Development, its successors and assigns, whose address is 451 Seventh Street, SW, Washington, DC 20410]] ELSE IF {LOAN\_TYPE} = “VA” THEN [[the Secretary of Veterans Affairs, an Officer of the United States, its successors and assigns, whose address is Department of Veterans Affairs, Loan Guaranty Service, 3401West End Avenue, Suite 760 W, Nashville, TN 37203]](“Lender”). Borrower owes Lender the principal sumIF {LOAN\_TYPE} = “VA” THEN [[, as calculated under Title 38 Code of Federal Regulations (“C.F.R.”), Section 36.4805(e),]] of {MOD\_FORBEARANCE\_AMT} Dollars (U.S.{MOD\_FORBEARANCE\_AMT}). This debt is evidenced by Borrower’s note dated the same date as this Security Instrument (“Note”), which provides for the full debt, if not paid earlier, due and payable on {MOD\_MATUREDTE}.

[[CR]]

IF {LOAN\_TYPE} = “VA” THEN ≠

BORROWER MAY make prepayments for this subordinate loan, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment there will be no changes in the due date unless Lender agrees in writing to those changes.

[[CR]]]]

This SECURITY INSTRUMENT secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in IF {TTL\_PROP\_COUNTY} ≠ “” THEN [[propercase({**TTL\_PROP\_COUNTY**})]] ELSE [[propercase({**PROP\_COUNTY**})]] County, State of {PROP\_STATE\_FULLNAME} which has the address of {PROP\_ADDR1}IF {PROP\_ADDR2} ≠ “” THEN [[, {PROP\_ADDR2}]] {PROP\_CITY}, {PROP\_STATE} {PROP\_ZIP}, (“Property Address”) more particularly described as follows: ***See Exhibit A for Legal Description***

[[CR]]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.”

[[CR]]

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

[[CR]]

THIS 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.

[[CR]]

Borrower and Lender covenant agree as follows:

[[CR]]

UNIFORM COVENANTS.

[[CR]]

* + 1. **PAYMENT OF PRINCIPAL**. Borrower shall pay when due the principal of the debt evidenced by the Note.

[[CR]]

* + 1. **BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower’s successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower’s successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

[[CR]]

* + 1. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS**. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower’s covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower’s interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower’s consent.

[[CR]]

* + 1. **NOTICES**. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: IF {LOAN\_TYPE} = “RHS” THEN [[USDA, Rural Development 4300 Goodfellow Blvd. Building 105E, FC 225, St. Louis, MO 63120-1703]] IF {LOAN\_TYPE} = “FHA” THEN [[Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410]] IF {LOAN\_TYPE} = “VA” THEN [[Department of Veterans Affairs, Loan Guaranty Service, 3401West End Avenue, Suite 760 W, Nashville, TN 37203]] or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

[[CR]]

* + 1. **GOVERNING LAW; SEVERABILITY**. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

[[CR]]

* + 1. **Borrower’s Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

[[CR]]

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

[[CR]]

* + 1. MCDS TO INSERT STATE SPECIFIC NON-UNIFORM CONVENANTS

[[CR]]

IF {LOAN\_TYPE} = “FHA” THEN [[If the Lender’s interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 (“Act”) (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

[[CR]]]]

{S123}[[MCDS INSERT SIGNATURE AND NOTARY BLOCKS]]

[[PAGE BREAK]]

IF ({TTL\_PROP\_LEGALDESC} OR {PROP\_LEGALDESC}) ≠ “” THEN

[[{MOD\_EXHIBIT\_A}]]