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**Note Hybrid ARM (30-Day Average SOFR) – SBL (6-13-2023)**

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| **Freddie Mac Loan Number:** |  |
| **Property Name:** |  |

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| **Borrower**: |  |
| **Lender**: |  |
| **Effective Date**: |  |

FOR VALUE RECEIVED, Borrower (jointly and severally if more than one), promises to pay to the order of Lender the Principal Amount shown below, plus interest, according to the terms provided in this Note (**“Note”**).

**1. Key Terms.**

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| **Principal Amount**: US $\_\_\_\_\_\_\_\_\_\_\_\_  | **First Payment Date**: \_\_\_\_\_\_\_\_\_\_\_\_ |
| **Loan Term**: \_\_\_ months | **Maturity Date**: \_\_\_\_\_\_\_\_\_\_\_\_  |
| **Amortization Period**: \_\_\_ months |  |

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| **Fixed Rate Period:**  \_\_\_ months |
| **Fixed Annual Interest Rate**: \_\_\_% | **Fixed Monthly Principal and Interest Payment Amount**: $\_\_\_\_\_\_\_\_\_\_\_\_  |
| *(applies during the Fixed Rate Period only)* | *(applies during the Fixed Rate Period only)* |

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| **Floating Rate Period:** \_\_\_months | **First Change Date:** \_\_\_\_\_\_\_\_\_\_\_\_ |
| **Variable Annual Interest Rate:** CurrentIndex + Margin, subject to the limits described in Section 2(d)(iv)**Current Index:**  30-Day Average SOFR (*see Section 2(d)(ii)*) | **Subsequent Change Dates:** the first day of every 6th month after the First Change Date  |
| **Margin:** \_\_\_% |

**Complete the following for full or partial term interest-only loans:**

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| **Interest-Only Period:** \_\_\_ months |
| **Per Diem Interest-Only Payment Amount:** $\_\_\_\_\_\_\_\_\_\_\_\_  *(expressed to the fifth decimal place)* |
| **First Principal and Interest Payment Date:** \_\_\_\_\_\_\_\_\_\_\_\_ |

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| **Prepayment Charge** |
| *(see Schedule 1 for a full description of the applicable Prepayment Charge)*: |
|  | 60 Month Fixed Rate Period + 180 Month Floating Rate Period Step-Down Prepayment Option #1 – (5%, 4%, 3%, 2%, 1%) |
|  | 60 Month Fixed Rate Period + 180 Month Floating Rate PeriodStep-Down Prepayment Option #2 – (3%, 2%, 1%, 1%, 1%) |
|  | 60 Month Fixed Rate Period + 180 Month Floating Rate PeriodStep-Down Prepayment Option #3 – (3%, 1%, 0%, 0%, 0%) |
|  | 84 Month Fixed Rate Period + 156 Month Floating Rate Period Step-Down Prepayment Option #1 – (5%, 5%, 4%, 4%, 3%, 2%, 1%) |
|  | 84 Month Fixed Rate Period + 156 Month Floating Rate PeriodStep-Down Prepayment Option #2 – (3%, 3%, 2%, 2%, 1%, 1%, 1%) |
|  | 120 Month Fixed Rate Period + 120 Month Floating Rate PeriodStep-Down Prepayment Option #1 – (5%, 5%, 4%, 4%, 3%, 3%, 2%, 2%, 1%, 1%) |
|  | 120 Month Fixed Rate Period + 120 Month Floating Rate Period Step-Down Prepayment Option #2 – (3%, 3%, 3%, 2%, 2%, 2%, 1%, 1%, 1%, 1%) |
|  | Yield Maintenance Prepayment Charge |

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| **Property Jurisdiction (State)**: |
| *(see Schedule 3 for applicable State-specific provisions)* |
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| **Lender Address for Payment**: |
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**2. Interest.**

(a) **Interest Rate.**

(i) **During Fixed Rate Period**. Prior to the First Change Date, interest will accrue on the outstanding principal balance of this Note at the Fixed Annual Interest Rate, subject to the provisions of Section 5(b) of this Note related to the Default Annual Interest Rate.

(ii) **During Floating Rate Period**. On and after the First Change Date, interest will accrue on the outstanding principal balance of this Note at the Variable Annual Interest Rate, subject to the limits on Variable Annual Interest Rate Changes described in Section 2(d)(iv) of this Note and further subject to the provisions of Section 5(b) of this Note related to the Default Annual Interest Rate.

(b) **Interest Due for Partial Month.** Unless Lender disburses the Principal Amount to Borrower on the first day of a month, Borrower must pay interest for that partial first month.

(c) **Interest Calculation.**

1. Lender will determine and allocate interest using an actual/360 interest schedule (interest is payable for the actual number of days in each month, and each month’s interest is calculated by multiplying the unpaid Principal Amount as of the 1st day of the month for which interest is being calculated by the applicable interest rate, dividing the product by 360, and multiplying the quotient by the number of days in the month for which interest is being calculated). The amount of each payment attributable to principal and the amount attributable to interest will be based on an actual/360 interest schedule so it will vary based upon the number of days in the month for which such payment is paid.
2. For convenience, to calculate the actual monthly principal and interest payment amounts, Lender will use a 30/360 interest calculation payment schedule (each year is treated as consisting of twelve 30-day months).
3. If Lender receives any monthly payment before its Payment Date, Lender will be deemed to have received the payment on its Payment Date for the purpose of calculating interest due.
4. Any accrued interest remaining past due for 30 days or more may be added to and become part of the unpaid Principal Amount and any reference to “**accrued interest**” will refer to accrued interest which has not yet become part of the unpaid Principal Amount. Any amount added to the Principal Amount pursuant to the Loan Documents will bear interest at the applicable rate or rates specified in this Note and will be payable with such interest upon demand by Lender and, absent such demand, as provided in this Note for the payment of principal and interest.

(d) **Variable Annual Interest Rate.**

(i) **Change Dates**. The Variable Annual Interest Rate may change on each of the following:

1. First Change Date
2. Subsequent Change Dates
3. A Benchmark Replacement Date (as defined on Schedule 2)

Each of the First Change Date, the Subsequent Change Dates, and any Benchmark Replacement Date is a “**Change Date**.” The new Variable Annual Interest Rate will become effective on each Change Date.

(ii) **Index.**

(A) The “**Index**” is defined as follows:

(1) Beginning on the Effective Date, the Index is 30-Day Average SOFR.

(2) Notwithstanding Section 2(d)(ii)(A)(1) , if Lender determines that a Benchmark Transition Event (as defined in Schedule 2) has occurred, then beginning on each Benchmark Replacement Date, the Index is the applicable Benchmark Replacement (as defined on Schedule 2).

“**SOFR”** means the Secured Overnight Financing Rate.

“30-Day Average **SOFR”** means the compounded average of SOFR over a rolling 30-calendar day period as such rate is currently identified on the Index Source as “30-Day Average SOFR”.

(B) Reserved.

(C) Reserved.

(D) The applicable Index published on the Index Source on the Determination Date is the “**Current Index**.” If at any time the Current Index is less than zero, the Current Index will be deemed to be zero for all purposes of this Note.

“**Determination Date**” means, with respect to each Change Date:

(1) If the Index is 30-Day Average SOFR, 3:00 p.m. (New York time) on the U.S. Government Securities Business Day most recently preceding such Change Date;

(2) If the Index is 30-Day Average SOFR and 30-Day Average SOFR does not so appear on such day, the Determination Date for 30-Day Average SOFR is 3:00 p.m. (New York time) on the first preceding U.S. Government Securities Business Day for which such rate was published by the Index Source; or

(3) If the Index is a Benchmark Replacement (as defined on Schedule 1), the date and time determined by Lender in accordance with the Benchmark Replacement Conforming Changes.

“**Index Source**” is defined as follows:

(1) If the Index is 30-Day Average SOFR, the Index Source is the website of the Federal Reserve Bank of New York, currently at <https://apps.newyorkfed.org/markets/autorates/sofr-avg-ind>, or at such other page as may replace such page on such website.

(2)

If the Index is a Benchmark Replacement, the Index Source is such source as contemplated by the definition of Benchmark Replacement in Schedule 2.

(3) If the then-current Index Source ceases to publish the Index, the Index Source is such other source that is selected by Lender in its sole discretion.

“**U.S. Government Securities Business Day**” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association (or a successor organization) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(E) Reserved.

(F) Lender will have the right, from time to time and in Lender’s sole discretion, to make SOFR Adjustment Conforming Changes. Notwithstanding anything to the contrary in this Note or in any other Loan Documents, any amendments to this Note or the other Loan Documents implementing such SOFR Adjustment Conforming Changes will become effective and binding on Borrower upon Notice by Lender to Borrower without the necessity of any action by or consent of Borrower.

 “**SOFR Adjustment Conforming Changes**” means, with respect to 30-Day Average SOFR, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that Lender decides, from time to time, may be appropriate to adjust 30-Day Average SOFR in a manner substantially consistent with or conforming to market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice exists, in such other manner as Lender determines is reasonably necessary).

(G) Lender’s determination with respect to the following matters will be conclusive and binding on Borrower: (i) the Index Source, and (ii) any SOFR Adjustment Conforming Changes. If Freddie Mac is the Lender, each such designation or determination will be in Lender’s sole discretion. If Lender is not Freddie Mac, each such designation or determination will be made at, and in accordance with, the written direction of Freddie Mac, which will be given in Freddie Mac’s sole discretion.

(iii) **Calculation of Variable Annual Interest Rate**. Before each Change Date, Lender will calculate the new Variable Annual Interest Rate by adding the Margin to the Current Index, such sum to be calculated to the 5th decimal place without rounding. Subject to the limits stated in Section 2(d)(iv) below, this sum will be the new Variable Annual Interest Rate until the next Change Date.

(iv) **Limits on Variable Annual Interest Rate Changes**.

(A) The Variable Annual Interest Rate will never be less than the Fixed Annual Interest Rate.

(B) The Variable Annual Interest Rate will never be greater than the Fixed Annual Interest Rate plus 5%.

(C) On each Change Date, the Variable Annual Interest Rate will not be more than 1% higher or 1% lower than the interest rate applicable immediately prior to the Change Date, subject to the limits in Sections 2(d)(iv)(A) and (B) above.

(v) **Effect of Benchmark Transition Event.** Upon the occurrence of a Benchmark Transition Event (as defined on Schedule 2), the provisions set forth on Schedule 2 will apply.

**3. Payments.**

(a) **Time of Payments.** Borrower will make a payment every month on the first day of each month (each, a “**Payment Date**”) beginning on the First Payment Date; provided that, if the applicable Payment Date is not a Business Day, the Payment Date will be the next succeeding Business Day, except as otherwise expressly provided in this Note. Borrower will make these payments every month until Borrower has paid the entire Principal Amount, accrued interest on the Principal Amount, and any other charges that Borrower may owe Lender, whether described in this Note or in any other Loan Document. Each payment will be applied as of its scheduled Payment Date, and, if the payment consists of both principal and interest, it will be applied to accrued interest before principal. If, on the Maturity Date, Borrower still owes amounts under this Note or any other Loan Document, Borrower will pay those amounts in full on the Maturity Date.

(b) **Payments during the Fixed Rate Period**

(i) **Payments if there is no Interest-Only Period.** If Section 1 does not specify an Interest-Only Period, then beginning on the First Payment Date, each monthly payment until and including the First Change Date will be equal to the Fixed Monthly Principal and Interest Payment Amount.

(ii) **Payments if** **there is an Interest-Only Period.** If Section 1 specifies an Interest-Only Period, then beginning on the First Payment Date, each monthly payment during the Interest-Only Period will only be for the amount of interest due on the unpaid Principal Amount. Each monthly payment during the Interest-Only Period will vary, and will equal the Per Diem Interest-Only Payment Amount multiplied by the number of days in the month prior to the Payment Date. Beginning on the First Principal and Interest Payment Date and continuing to and including the First Change Date, each monthly payment will be equal to the Fixed Monthly Principal and Interest Payment Amount.

(c) **Payments during the Variable Rate Period.**

(i) **Calculation of Payments.** When Lender calculates the Variable Annual Interest Rate for each Change Date under Section 2(d)(iii), Lender will also determine the amount of the new monthly payment of principal and interest payable on a Payment Date so as to equal the monthly payment amount which would be payable on the Payment Date as if the Principal Amount of this Note as of the Change Date immediately preceding the Payment Date were to be fully amortized, together with interest at the new interest rate, in equal consecutive monthly payments paid on each Payment Date over the Remaining Amortization Period. The “**Remaining Amortization Period**” means the original Amortization Period specified in Section 1 minus the number of scheduled monthly payments of principal and interest that have elapsed since the Effective Date of this Note.

(ii) **Payments After a Change Date.** Borrower will pay the amount of the new monthly payment as described in Section 3(c)(i) beginning on the first Payment Date after the applicable Change Date until the amount of the monthly payment changes again.

(iii) **Notice of Interest Rate and Payment Changes**. Lender will provide Borrower with Notice of any changes to the Variable Annual Interest Rate pursuant to Section 2(d) and to the amount of the monthly payment due under this Note as a result of the application of the Variable Annual Interest Rate on a Change Date. However, if Lender has not provided Borrower with prior Notice of the monthly payment due on any Payment Date, then on that Payment Date, Borrower will pay an amount equal to the monthly payment for which Borrower last received Notice from Lender, or if Borrower has received no Notice of a payment change from Lender, then Borrower will pay an amount equal to the Fixed Monthly Principal and Interest Amount. If Lender at any time determines that Borrower has paid one or more monthly payments in an incorrect amount because of the preceding sentence, or because Lender has miscalculated the Variable Annual Interest Rate or has otherwise miscalculated the amount of any monthly payment, then Lender will give Notice to Borrower of such determination. If such determination discloses that Borrower has paid less than the full amount that should have been due, then within 30 calendar days after receipt of the Notice from Lender, Borrower will pay Lender the full amount of the deficiency. If such determination discloses that Borrower has paid more than the full amount that should have been due, then the amount of the overpayment will be credited to the next payment(s) of principal and interest due under this Note (or, if an Event of Default has occurred and is continuing, such overpayment will be credited against any amount Borrower owes Lender).

 (d) **Manner and Place of Payment.** Borrower will authorize Lender to make arrangements so that all payments under this Note are transferred by automated clearinghouse transfer initiated by Lender directly from an account at a U.S. bank designated by Borrower to an account designated by Lender.

**4. Borrower’s Right to Prepay.**

(a) **Prepayment**. If Lender receives any principal payment or other amounts before the Maturity Date other than monthly payments specified in Sections 1 and 3, it will be considered a prepayment (“**Prepayment**”). Borrower may not make a partial Prepayment unless expressly permitted by the Loan Documents. If Lender accepts and applies any partial Prepayment, Lender will not change the Payment Dates nor will it change the Monthly Principal and Interest Payment Amount. Lender may apply any Prepayment to any amounts due under this Note as Lender determines, including to any accrued and unpaid interest on the Principal Amount and the Prepayment Charge specified in Section 1 (as more fully described on Schedule 1), if applicable, before applying a Prepayment to reduce the Principal Amount.

(b) **Prepayment Charge.**

1. Except as provided in Section 4(b)(ii), Borrower must pay the Prepayment Charge specified in Section 1 in connection with any Prepayment under this Note, whether voluntary or involuntary or resulting from a default by Borrower.
2. Notwithstanding Section 4(b)(i), no Prepayment Charge will be payable with respect to any of the following:
3. Any Prepayment made during the Window Period (as defined on Schedule 1).
4. Any Prepayment occurring as a result of the application of any Insurance proceeds.
5. Any Prepayment occurring as a result of the application of any Condemnation award, or otherwise required under the terms of the Loan Agreement in connection with a Condemnation, unless (A) the Condemnation is intended to result in the continued use of the Mortgaged Property subject to the Condemnation for residential purposes, or (B) applicable law expressly requires or permits that the condemning authority or acquiring entity reimburse prepayment charges incurred in connection with a prepayment occurring as a result of a Condemnation; in either of the situations described in (A) or (B) above, a Prepayment Charge will be due to the extent permitted by applicable law.

(c) **Designation of Payment Date for Prepayment**. If Borrower gives at least 30 days’ prior Notice to Lender, then Borrower may make a full Prepayment on a Payment Date. If the Payment Date is not a Business Day, then the “Payment Date” for this full Prepayment will mean the Business Day immediately before the Payment Date and the calculation of any required Prepayment Charge will be made as if the Prepayment had actually been made on the scheduled Payment Date. Borrower must pay to Lender (i) all principal, (ii) the Prepayment charge, (iii) all accrued and unpaid interest and (iv) all other sums due to Lender at the time of such Prepayment.

(d) **Designation of Day other than a Payment Date for Prepayment**. If Borrower gives at least 30 days’ prior Notice to Lender, then Borrower may make a full Prepayment on a Business Day that is not a Payment Date. However, Lender will only accept this Prepayment if Borrower pays to Lender all amounts due under Section 4(c), including all interest that would have been due if the Prepayment had actually been made on the Payment Date immediately after the designated Business Day.

(e) **Prepayment Charge NOT a Penalty**. Borrower recognizes that any Prepayment, whether voluntary or involuntary or resulting from a default by Borrower, will result in Lender’s incurring loss, including reinvestment loss, additional expense and frustration or impairment of Lender’s ability to meet its commitments to third parties. Borrower agrees to pay to Lender upon demand damages for the detriment caused by any Prepayment, and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower agrees that the formula for calculating the Prepayment Charge in this Note represents a reasonable estimate of the damages that Lender will incur because of a Prepayment. Borrower further acknowledges that the Prepayment Charge set forth in this Note is a material part of the consideration for the Loan, and that the terms of this Note are in other respects more favorable to Borrower as a result of the Borrower’s voluntary agreement to the Prepayment Charge.

**5. Borrower’s Failure to Pay as Required; Defaults.**

(a) **Late Charge for Overdue Payment.** If Lender has not received the full amount of any monthly payment by the 10th day of any month or any amount due under any Loan Document within 9 days after it is due (unless applicable law requires a longer period of time before a late charge may be imposed), then Borrower must pay a late charge to Lender (“**Late Charge**”). The amount of the Late Charge will be 5% of any overdue payment or amount (unless applicable law requires a lower amount to be charged). Borrower will pay this Late Charge promptly but only once with respect to each late payment. If the Loan is not fully amortizing, no Late Charge will be due on the final payment of the unpaid Principal Amount owed on the Maturity Date.

(b) **Interest Rate after Default.** If Lender has not received the full amount of any monthly payment for 30 days or more after the Payment Date or any other Event of Default has occurred and is continuing, then the interest rate under this Note will increase to the Fixed Annual Interest Rate or the Variable Annual Interest Rate, as applicable, plus 4% (“**Default Annual Interest Rate**”) beginning on that Payment Date or the date any other Event of Default commences. If Borrower has not paid the entire Principal Amount by the Maturity Date, the Default Annual Interest Rate will continue until and including the date on which the entire unpaid portion of the Principal Amount is paid in full.

(c) **Default.** If Borrower does not pay the full amount of each payment on the date it is due, or if any other Event of Default occurs and is continuing, Borrower will be in default.

(d) **Lender’s Damages.** Borrower acknowledges that its failure to make timely payments will increase Lender’s expenses and that it is extremely difficult and impractical to determine those additional expenses. Borrower agrees that the Late Charge and the Default Annual Interest Rate both represent fair and reasonable estimates of Lender’s additional expenses.

(e) **Acceleration.** If Borrower continues to be in default, the entire unpaid Principal Amount, any accrued interest, any Prepayment Charge, and all other amounts payable under this Note and any other Loan Document will immediately become due and payable, at the option of Lender, without any prior Notice to Borrower (unless applicable law requires Notice). Lender will calculate any Prepayment Charge as if Prepayment occurred on the date of acceleration. If Prepayment occurs thereafter, Lender will recalculate the Prepayment Charge as of the actual Prepayment date.

**6. Notices and Written Modifications.** All Notices required or permitted to be given under this Note must be given in accordance with Section 10.03 of the Loan Agreement. Any modification or amendment to this Note will not be effective unless it is in writing and signed by Borrower and Lender.

**7. Personal Liability.** The provisions of Article III of the Loan Agreement are incorporated by reference into this Note to the same extent and with the same force as if fully set forth in this Note.

**8.** **Security.** The Indebtedness is secured by, among other things, the Security Instrument and reference is made to the Security Instrument and the Loan Agreement for other rights with respect to collateral for the Indebtedness.

**9. Payment of Lender’s Costs and Expenses.** Lender will have the right to be paid back by Borrower for Lender’s entire costs and expenses, including Attorneys’ Fees and Costs, resulting from any default under this Note or in connection with efforts to collect any amount due under this Note, or to enforce the provisions of any of the other Loan Documents, including those costs and expenses incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay) or judicial or nonjudicial foreclosure proceeding. Borrower agrees that, in connection with each request by Borrower under this Note or any other Loan Document, Borrower must pay all Attorneys’ Fees and Costs and expenses incurred by Lender, regardless of whether the matter is approved, denied or withdrawn.

**10. Waivers.**

(a) **Presentment and Notice of Dishonor.** Borrower and all endorsers and Guarantors and all other third party obligors waive presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness.

(b) **Forbearance.** Any forbearance by Lender in exercising any right or remedy under this Note or any other Loan Document, or otherwise afforded by applicable law, will not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the applicable Payment Date, or in an amount which is less than the required payment, will not be a waiver of Lender’s right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Application by Lender of any security for Borrower’s obligations under this Note will not constitute an election of remedies by Lender so as to preclude the exercise of any other right or remedy available to Lender.

(c) **Waiver Of Trial By Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER EACH KNOWINGLY AND VOLUNTARILY, WITH THE BENEFIT OF, OR THE OPPORTUNITY TO CONSULT WITH, COMPETENT LEGAL COUNSEL, (i) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER AND BORROWER THAT IS TRIABLE OF RIGHT BY A JURY, AND (ii) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE.**

**11. Commercial Purpose.** Borrower represents that Borrower is incurring the Indebtedness solely for the purpose of carrying on a business or commercial enterprise, and not for consumer, personal, family, household or agricultural purposes.

**12. Counting of Days.** Any reference in this Note to a period of “**days**” means calendar days, not Business Days, except where otherwise specifically provided.

**13. Captions.** The captions or headings of the Sections of this Note are for convenience only and will be disregarded in construing this Note.

**14. Governing Law.** This Note will be governed by the laws of the Property Jurisdiction.

**15. Defined Terms.** Capitalized terms used but not defined in this Note, including in the table in Section 1 of this Note, will have the meanings given to such terms in the Loan Agreement. “**Loan Agreement**” means the Loan Agreement by and between Borrower and Lender, effective as of the Effective Date of this Note, as amended, modified or supplemented from time to time.

**16. Time of the Essence.** TIME IS OF THE ESSENCE as to each and every provision of this Note requiring payment.

**17. Successors and Assigns.** This Note will bind the respective successors and assigns of Borrower and Lender, and the rights granted by this Note will inure to Lender’s successors and assigns. Borrower understands that Lender may transfer this Note. Anyone who takes this Note by transfer and who is entitled to receive payments under this Note will also be called “**Lender**.”

**18. Loan Charges.** Neither this Note nor any of the other Loan Documents will be construed to create a contract requiring payment of interest at a rate greater than the maximum amount of interest allowed by applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in any Loan Document, whether considered separately or together with other charges provided for in any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, then: (a) any such Loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be applied to Principal. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, will be deemed to be allocated and spread ratably over the stated term of this Note. Unless otherwise required by applicable law, such allocation and spreading will be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of this Note.

**19. State-Specific Provisions.** State-specific provisions, if any, for the Property Jurisdiction identified in Section 1 are included on Schedule 3 to this Note.

20. Community Property Provision (Non-Entity Borrower(s) Only). If Borrower (or any Borrower, if more than one) is a married person, and the state of residence of Borrower or Borrower’s spouse is a community property jurisdiction, Borrower (or each such married Borrower, if more than one) agrees that Lender may satisfy Borrower’s obligations under this Note and all Loan Documents to the extent of all of Borrower’s separate property and Borrower’s interest in any community property.

21. Attached Schedules, Riders and Exhibits. The following Schedules, Riders, if any, and Exhibits, if any, are attached to, and incorporated fully into, this Note:

|X| Schedule 1 – Prepayment Charge

|X| Schedule 2 –Effect of Benchmark Transition Event

|X| Schedule 3 – State-Specific Provisions by Property Jurisdiction

22. Sealed Instrument. Where applicable law provides, Borrower intends that this Note will be deemed to be signed and delivered as a sealed instrument.

**[SIGNATURES]**

**[ADD SEALS AND WITNESSES, IF APPLICABLE]**

**SCHEDULE 1**

**Prepayment Charge**

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| **60 Month Fixed Rate Period + 180 Month Floating Rate Period Step-Down Prepayment Option #1 – (5%, 4%, 3%, 2%, 1%)** |
| The Window Period is: | The 3 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | (i) 5.0% of the principalbeing prepaid if the Prepayment occurs prior to the 12th Payment Date;(ii) 4.0% of the principal being prepaid if the Prepayment occurs on or after the 12th Payment Date and prior to the 24th Payment Date; (iii) 3.0% of the principal being prepaid if the Prepayment occurs on or after the 24th Payment Date and prior to the 36th Payment Date; (iv) 2.0% of the principal being prepaid if the Prepayment occurs on or after the 36th Payment Date and prior to the 48th Payment Date; and (v) 1.0% of the principal being prepaid if the Prepayment occurs on or after the 48th Payment Date and prior to the first day of the Window Period. Notwithstanding the above, no Prepayment Charge will be due on or after the 60th Payment Date under this Note for any Prepayment that is a payment in full of the unpaid principal amount, provided one of the following is true:1. The Prepayment is made with the proceeds of a Freddie Mac Multifamily mortgage loan that is the subject of a binding commitment for purchase between Freddie Mac and a Freddie Mac-approved Conventional or Small Balance Loan lender.
2. The Prepayment is made with the proceeds of or as a result of the sale of the Mortgaged Property to a Person that is not an Affiliate of Borrower.
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| **60 Month Fixed Rate Period + 180 Month Floating Rate Period****Step-Down Prepayment Option #2 – (3%, 2%, 1%, 1%, 1%)** |
| The Window Period is: | The 3 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | (i) 3.0% of the principal being prepaid if the Prepayment occurs prior to the 12th Payment Date; (ii) 2.0% of the principal being prepaid if the Prepayment occurs on or after the 12th Payment Date and prior to the 24th Payment Date; and(iii) 1.0% of the principal being prepaid if the Prepayment occurs on or after the 24th Payment Date and prior to the first day of the Window Period. Notwithstanding the above, no Prepayment Charge will be due on or after the 60th Payment Date under this Note for any Prepayment that is a payment in full of the unpaid principal amount, provided one of the following is true:1. The Prepayment is made with the proceeds of a Freddie Mac Multifamily mortgage loan that is the subject of a binding commitment for purchase between Freddie Mac and a Freddie Mac-approved Conventional or Small Balance Loan lender.
2. The Prepayment is made with the proceeds of or as a result of the sale of the Mortgaged Property to a Person that is not an Affiliate of Borrower.
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| **60 Month Fixed Rate Period + 180 Month Floating Rate Period****Step-Down Prepayment Option #3 – (3%, 1%, 0%, 0%, 0%)** |
| The Window Period is: | The 216 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | (i) 3.0% of the principal being prepaid if the Prepayment occurs prior to the 12th Payment Date; and(ii) 1.0% of the principal being prepaid if the Prepayment occurs on or after the 12th Payment Date and prior to the first day of the Window Period.  |

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| **84 Month Fixed Rate Period + 156 Month Floating Rate Period** **Step-Down Prepayment Option #1 – (5%, 5%, 4%, 4%, 3%, 2%, 1%)** |
| The Window Period is: | The 3 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | (i) 5.0% of the principal being prepaid if the Prepayment occurs prior to the 24th Payment Date; (ii) 4.0% of the principal being prepaid if the Prepayment occurs on or after the 24th Payment Date and prior to the 48th Payment Date; (iii) 3.0% of the principal being prepaid if the Prepayment occurs on or after the 48th Payment Date and prior to the 60th Payment Date; (iv) 2.0% of the principal being prepaid if the Prepayment occurs on or after the 60th Payment Date and prior to the 72nd Payment Date; and (v) 1.0% of the principal being prepaid if the Prepayment occurs on or after the 72nd Payment Date and prior to the first day of the Window Period.Notwithstanding the above, no Prepayment Charge will be due on or after the 84th Payment Date under this Note for any Prepayment that is a payment in full of the unpaid principal amount, provided one of the following is true:1. The Prepayment is made with the proceeds of a Freddie Mac Multifamily mortgage loan that is the subject of a binding commitment for purchase between Freddie Mac and a Freddie Mac-approved Conventional or Small Balance Loan lender.
2. The Prepayment is made with the proceeds of or as a result of the sale of the Mortgaged Property to a Person that is not an Affiliate of Borrower.
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| **84 Month Fixed Rate Period + 156 Month Floating Rate Period****Step-Down Prepayment Option #2 – (3%, 3%, 2%, 2%, 1%, 1%, 1%)** |
| The Window Period is: | The 3 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | (i) 3.0% of the principal being prepaid if the Prepayment occurs prior to the 24th Payment Date; (ii) 2.0% of the principal being prepaid if the Prepayment occurs on or after the 24th Payment Date and prior to the 48th Payment Date; and (iii) 1.0% of the principal being prepaid if the Prepayment occurs on or after the 48th Payment Date and prior to the first day of the Window Period.Notwithstanding the above, no Prepayment Charge will be due on or after the 84th Payment Date under this Note for any Prepayment that is a payment in full of the unpaid principal amount, provided one of the following is true:1. The Prepayment is made with the proceeds of a Freddie Mac Multifamily mortgage loan that is the subject of a binding commitment for purchase between Freddie Mac and a Freddie Mac-approved Conventional or Small Balance Loan lender.
2. The Prepayment is made with the proceeds of or as a result of the sale of the Mortgaged Property to a Person that is not an Affiliate of Borrower.
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| **120 Month Fixed Rate Period + 120 Month Floating Rate Period****Step-Down Prepayment Option #1 – (5%, 5%, 4%, 4%, 3%, 3%, 2%, 2%, 1%, 1%)** |
| The Window Period is: | The 3 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | (i) 5.0% of the principal being prepaid if the Prepayment occurs prior to the 24th Payment Date; (ii) 4.0% of the principal being prepaid if the Prepayment occurs on or after the 24th Payment Date and prior to the 48th Payment Date; (iii) 3.0% of the principal being prepaid if the Prepayment occurs on or after the 48th Payment Date and prior to the 72nd Payment Date; (iv) 2.0% of the principal being prepaid if the Prepayment occurs on or after the 72nd Payment Date and prior to the 96th Payment Date; and (v) 1.0% of the principal being prepaid if the Prepayment occurs on or after the 96th Payment Date and prior to the first day of the Window Period. Notwithstanding the above, no Prepayment Charge will be due on or after the 120th Payment Date under this Note for any Prepayment that is a payment in full of the unpaid principal amount, provided one of the following is true:1. The Prepayment is made with the proceeds of a Freddie Mac Multifamily mortgage loan that is the subject of a binding commitment for purchase between Freddie Mac and a Freddie Mac-approved Conventional or Small Balance Loan lender.
2. The Prepayment is made with the proceeds of or as a result of the sale of the Mortgaged Property to a Person that is not an Affiliate of Borrower.
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| **120 Month Fixed Rate Period + 120 Month Floating Rate Period** **Step-Down Prepayment Option #2 – (3%, 3%, 3%, 2%, 2%, 2%, 1%, 1%, 1%, 1%)** |
| The Window Period is: | The 3 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | (i) 3.0% of the principal being prepaid if the Prepayment occurs prior to the 36th Payment Date; (ii) 2.0% of the principal being prepaid if the Prepayment occurs on or after the 36th Payment Date and prior to the 72nd Payment Date; and(iii) 1.0% of the principal being prepaid if the Prepayment occurs on or after the 72nd Payment Date and prior to the first day of the Window Period. Notwithstanding the above, no Prepayment Charge will be due on or after the 120th Payment Date under this Note for any Prepayment that is a payment in full of the unpaid principal amount, provided one of the following is true:1. The Prepayment is made with the proceeds of a Freddie Mac Multifamily mortgage loan that is the subject of a binding commitment for purchase between Freddie Mac and a Freddie Mac-approved Conventional or Small Balance Loan lender.
2. The Prepayment is made with the proceeds of or as a result of the sale of the Mortgaged Property to a Person that is not an Affiliate of Borrower.
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| **Yield Maintenance Prepayment Charge** |
| The Window Period is: | The 3 consecutive calendar month period prior to the Maturity Date.  |
| The Prepayment Charge is: | For any Prepayment made during the Yield Maintenance Period, the Prepayment Charge will be whichever is the greater of subsections (A) and (B) below:(A) 1.0% of the principal being prepaid; or (B) the product obtained by multiplying:(1) the principal being prepaid or accelerated, *by*(2) the excess (if any) of the Monthly Note Rate over the Assumed Reinvestment Rate, *by*(3) the Present Value Factor. For any Prepayment made after the expiration of the Yield Maintenance Period but prior to the first day of the Window Period, the Prepayment Charge will be 1.0% of the principal being prepaid. Notwithstanding the above, no Prepayment Charge will be due on or after the expiration of the Yield Maintenance Period for any Prepayment that is a payment in full of the unpaid principal amount, provided one of the following is true:(a) The Prepayment is made with the proceeds of a Freddie Mac Multifamily mortgage loan that is the subject of a binding commitment for purchase between Freddie Mac and a Freddie Mac-approved Conventional or Small Balance Loan lender.(b) The Prepayment is made with the proceeds of or as a result of the sale of the Mortgaged Property to a Person that is not an Affiliate of Borrower.For purposes of determining the Prepayment Charge above, the following definitions will apply:**Yield Maintenance Period**: the period prior to the First Change Date.**Monthly Note Rate:** 1/12 of the interest rate then in effect under this Note, expressed as a decimal calculated to 5 digits. **Prepayment Date:** in the case of a voluntary Prepayment, the date on which the Prepayment is deemed to be made pursuant to Section 4(d) of this Note; in the case of the application by Lender of collateral or security to a portion of the unpaid principal amount, the date of such application. **Assumed Reinvestment Rate:** 1/12 of the yield rate expressed as a decimal to 2 digits, as of the close of the trading session which is 5 Business Days before the Prepayment Date, found among the Daily Treasury Yield Curve Rates, commonly known as Constant Maturity Treasury (“**CMT**”) rates, with a maturity equal to the remaining Yield Maintenance Period, as reported on the U. S. Department of the Treasury website. If no published CMT maturity matches the remaining Yield Maintenance Period, Lender will interpolate as a decimal to 2 digits the yield rate between (a) the CMT with a maturity closest to, but shorter than, the remaining Yield Maintenance Period, and (b) the CMT with a maturity closest to, but longer than, the remaining Yield Maintenance Period, as follows:A = yield rate for the CMT with a maturity shorter than the remaining Yield Maintenance Period B = yield rate for the CMT with a maturity longer than the remaining Yield Maintenance PeriodC = number of months to maturity for the CMT maturity shorter than the remaining Yield Maintenance PeriodD = number of months to maturity for the CMT maturity longer than the remaining Yield Maintenance PeriodE = number of months remaining in the Yield Maintenance PeriodIf the U. S. Department of the Treasury ceases publication of the CMT rates, the Assumed Reinvestment Rate will equal the yield rate on the first U. S. Treasury security which is not callable or indexed to inflation and which matures after the expiration of the Yield Maintenance Period. The Assumed Reinvestment Rate may be a positive number, a negative number or zero. If the Assumed Reinvestment Rate is a positive number or a negative number, Lender will calculate the Prepayment Charge using such positive number or negative number, as appropriate, as the Assumed Reinvestment Rate in Section (B)(2) above and in the calculation of the Present Value Factor.  If the Assumed Reinvestment Rate is zero, Lender will calculate the Prepayment Charge twice as set forth in (I) and (II) below and will average the results to determine the actual Prepayment Charge. (I) Lender will calculate the Prepayment Charge using an Assumed Reinvestment Rate of one basis point (+0.01%) in Section (B)(2) above and in the calculation of the Present Value Factor. (II) Lender will calculate the Prepayment Charge using an Assumed Reinvestment Rate of negative one basis point (-0.01%) in Section (B)(2) above and in the calculation of the Present Value Factor. **Present Value Factor:** the factor that discounts to present value the costs resulting to Lender from the difference in interest rates during the months remaining in the Yield Maintenance Period, using the Assumed Reinvestment Rate as the discount rate, with monthly compounding, expressed numerically as follows:**n** = the number of months remaining in the Yield Maintenance Period; provided, however, if a Prepayment occurs on a Payment Date, then the number of months remaining in the Yield Maintenance Periodwill be calculated beginning with the month in which such Prepayment occurs and if such Prepayment occurs on a Business Day other than a Payment Date, then the number of months remaining in the Yield Maintenance Period will be calculated beginning with the month immediately following the date of such Prepayment.  **ARR** = Assumed Reinvestment Rate |

**SCHEDULE 2**

**Effect of Benchmark Transition Event**

The following provisions will apply upon the occurrence of a Benchmark Transition Event.

1. If Lender determines prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to this Note in respect of all determinations on such date and for all determinations on all subsequent dates.

2. In connection with the implementation of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time. Notwithstanding anything to the contrary in this Note or in any other Loan Documents, any amendments to this Note or the other Loan Documents implementing such Benchmark Replacement Conforming Changes will become effective and binding on Borrower upon Notice by Lender to Borrower without the necessity of any action by or consent of Borrower.

3. Any determination, decision or election that may be made by Lender pursuant to the provisions in this Schedule 2, including any determination with respect to administrative feasibility (whether due to technical, administrative or operational issues), a tenor, a rate, an adjustment or the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, and, notwithstanding anything to the contrary in the documentation relating to this Note, will become effective without consent from any other party. If Freddie Mac is the Lender, each such determination, decision and election will be in Lender’s sole discretion. If Lender is not Freddie Mac, each such determination, decision and election will be made at, and in accordance with, the written direction of Freddie Mac, which will be given in Freddie Mac’s sole discretion.

4. The following defined terms are used in this Schedule 2:

“**Benchmark**”means, initially, SOFR, as such term is defined in Section 2(d); provided that if Lender determines prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“**Benchmark Replacement**”means the first alternative set forth in the order below that can be determined by Lender as of the Benchmark Replacement Date.

(a) the sum of: (1) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (2) the Benchmark Replacement Adjustment;

(b) the sum of: (1) the ISDA Fallback Rate and (2) the Benchmark Replacement Adjustment; or

(c) the sum of: (1) the alternate rate of interest that has been selected by Lender as the replacement for the Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the Benchmark for U.S. dollar-denominated floating rate securities at such time and (2) the Benchmark Replacement Adjustment.

“**Benchmark Replacement Adjustment**”means the first alternative set forth in the order below that can be determined by Lender as of the Benchmark Replacement Date:

(a) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by Lender giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate securities at such time.

“**Benchmark Replacement Conforming Changes**”means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to Interest Adjustment Periods, the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that Lender decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice for use of the Benchmark Replacement exists, in such other manner as Lender determines is reasonably necessary).

“**Benchmark Replacement Date**”means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (1) the date of the public statement or publication of information referenced therein and (2) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“**Benchmark Transition Event**”means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“**ISDA Definitions**”means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“**ISDA Fallback Adjustment**”means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark.

“**ISDA Fallback Rate**”means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

“**Reference Time**”with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, the Determination Date, and (2) if the Benchmark is not SOFR, the time determined by Lender after giving effect to the Benchmark Replacement Conforming Changes.

“**Relevant Governmental Body**”means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“**Unadjusted Benchmark Replacement**”means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

**SCHEDULE 3**

**State-Specific Provisions by Property Jurisdiction**

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| **Property Jurisdiction** | **State-Specific Provision(s)** |
| Alabama | None |
| Alaska | **NOTICE TO BORROWER:** The mortgagor or trustor (Borrower) is personally obligated and fully liable for the amount due under this Note as provided in Article III of the Loan Agreement. The mortgagee or beneficiary (Lender) has the right to sue on this Note and obtain a personal judgment against the mortgagor or trustor (Borrower) for satisfaction of the amount due under Article III of the Loan Agreement either before or after a judicial foreclosure of the Security Instrument under AS 09.45.170 - 09.45.220. |
| Arizona | Borrower agrees to pay an effective contracted rate of interest equal to the rate of interest resulting from all interest payable as provided in this Note, plus an additional rate of interest resulting from all “Other Sums.” The “**Other Sums**” will consist of all fees, charges, or any other sums (other than interest payable as provided in this Note) paid or payable by Borrower, whether pursuant to this Note, any of the Loan Documents, or any other document or instrument in any way pertaining to this lending transaction that may be deemed to be interest for the purpose of any law of the State of Arizona that may limit the maximum amount of interest to be charged with respect to this lending transaction. The Other Sums will be deemed to be interest for the purposes of any such law only. |
| Arkansas | None |
| California | If a Guarantor is liable for only a portion of the Indebtedness, Borrower hereby waives its rights under California Civil Code Section 2822(a) to designate the portion of the Indebtedness that will be satisfied by Borrower’s partial payment.Borrower hereby expressly waives any right it may have, under California Civil Code Section 2954.10 or otherwise, to prepay this Note, in whole or in part, without Prepayment Charge, upon acceleration of the Maturity Date, and agrees that if for any reason a Prepayment of any or all of this Note is made, whether voluntarily or upon or following any acceleration of the Maturity Date by Lender, then Borrower will pay the Prepayment Charge calculated pursuant to Schedule 1 to this Note. By initialing this provision in the space below this paragraph, Borrower declares that Lender’s agreement to make the Loan at the interest rate provided for, and for the term set forth in, this Note constitutes adequate consideration, given individual weight by Borrower, for this waiver and agreement.INITIALS OF BORROWER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Colorado | None |
| Connecticut | **WAIVER OF PREJUDGMENT REMEDY, HEARING AND NOTICE.** **THE UNDERSIGNED ACKNOWLEDGES THAT THIS IS A “COMMERCIAL TRANSACTION” AS SUCH IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT, PURSUANT TO SUCH SECTION, IT HAS A RIGHT TO NOTICE OF AND HEARING PRIOR TO THE ISSUANCE OF ANY “PREJUDGMENT REMEDY.” THE UNDERSIGNED WAIVES ALL RIGHTS TO SUCH NOTICE, JUDICIAL HEARING, OR PRIOR COURT ORDER IN CONNECTION WITH ANY SUIT ON THIS NOTE OR ANY EXTENSIONS OR RENEWALS OF THE SAME OR ON THE MORTGAGE SECURING THIS NOTE.** |
| Delaware | None |
| District of Columbia | None |
| Florida | None |
| Georgia | None |
| Hawaii | None |
| Idaho | None |
| Illinois | None |
| Indiana | Borrower must make all payments of principal and interest under this Note without relief from valuation and appraisement laws. For purposes of Section 9 of this Note and Section 3.04(b)(ii) of the Loan Agreement, Attorneys’ Fees and Costs means (i) fees and out‑of‑pocket costs of Lender’s and Loan Servicer’s attorneys, as applicable, including costs of Lender’s and Loan Servicer’s in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping, and similar costs and expenses; (ii) costs and fees of expert witnesses, including appraisers; and (iii) investigatory fees. |
| Iowa | **IMPORTANT: READ BEFORE SIGNING.** **THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS NOTE MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.****Borrower acknowledges receipt of a copy of this Note, the Security Instrument, the Loan Agreement and all other Loan Documents.** INITIALS OF BORROWER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Kansas | None |
| Kentucky | None |
| Louisiana | Wherever the phrase “jointly and severally” appears in this Note, the phrase is amended to read “jointly and severally and solidarily.” |
| Maine | **NOTICE: BORROWER MAY NOT MAINTAIN ANY ACTION ON ANY AGREEMENT WITH LENDER TO LEND ADDITIONAL MONEY, EXTEND ADDITIONAL CREDIT, FORBEAR FROM COLLECTION OF THE INDEBTEDNESS OR MAKE ANY OTHER ACCOMMODATION FOR THE REPAYMENT OF THE INDEBTEDNESS, UNLESS THE AGREEMENT ON WHICH THE ACTION IS BROUGHT, OR SOME MEMORANDUM OF IT, IS IN WRITING AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO SIGN FOR LENDER.** |
| Maryland | None |
| Massachusetts | None |
| Michigan | None |
| Minnesota | None |
| Mississippi |  Section 5(a) of this Note is restated as follows: (a) **Late Charge for Overdue Payments.** If Lender has not received the full amount of any monthly payment or any amount due under any Loan Document within 15 days after it is due, then Borrower must pay a late charge to Lender (“**Late Charge**”). The amount of the Late Charge will be 5% of any overdue payment or overdue amount (unless applicable law requires a lower amount to be charged). Borrower will pay this Late Charge immediately and without demand but only once with respect to each late payment. If the Loan is not fully amortizing, no Late Charge will be due on the final payment of principal owed on the Maturity Date. The Late Charge is payable in addition to, and not in lieu of, any interest payable at the Default Annual Interest Rate pursuant to Section 5(b). |
| Missouri | None |
| Montana | None |
| Nebraska | None |
| Nevada | None |
| New Hampshire | None |
| New Jersey | None |
| New Mexico | Pursuant to Section 58-6-5 NMSA 1978, a contract, promise, or commitment to loan money or to grant, extend, or renew credit, or any modification thereof, in an amount greater than $25,000.00 not primarily for personal, family or household purposes made by a financial institution is not enforceable unless made in writing and signed by the party to be charged or that party’s authorized representatives. |
| New York | None |
| North Carolina | Section 5(a) of this Note is restated as follows: (a) **Late Charges for Overdue Payments.** If Lender has not received the full amount of any monthly payment or any amount due under any Loan Document within 15 days after it is due, then Borrower must pay a late charge to Lender (“**Late Charge**”) immediately and without demand by Lender. The amount of the Late Charge will be 4% of any overdue payment or amount. Borrower will pay this Late Charge promptly but only once on each late payment. If the Loan is not fully amortizing, no Late Charge will be due on the final payment of the unpaid Principal Amount owed on the Maturity Date.  |
| North Dakota | **PURSUANT TO NORTH DAKOTA CENTURY CODE SECTION 32-19-06.1, BORROWER IS HEREBY PUT ON NOTICE THAT LENDER MAY HAVE THE RIGHT TO PROCEED TO OBTAIN AND COLLECT A DEFICIENCY JUDGMENT, TOGETHER WITH FORECLOSURE OF THE MORTGAGED PROPERTY UNDER APPLICABLE LAWS.** |
| Ohio | None |
| Oklahoma | None |
| Oregon | None |
| Pennsylvania | None |
| Rhode Island | None |
| South Carolina | None |
| South Dakota | None |
| Tennessee | None |
| Texas | Section 18 of this Note is restated as follows:**18. Loan Charges.** Borrower and Lender intend at all times to comply with the law of the State of Texas governing the maximum amount of interest payable on or in connection with this Note and the Indebtedness (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law). If the applicable law is ever judicially interpreted so as to render usurious any amount payable under this Note or under any other Loan Document, or contracted for, charged, taken, reserved or received with respect to the Indebtedness, or as a result of acceleration of the maturity of this Note, or if any Prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by any applicable law, then Borrower and Lender expressly intend that all excess amounts collected by Lender will be applied to reduce the unpaid Principal balance of this Note (or, if this Note has been or would thereby be paid in full, will be refunded to Borrower), and the provisions of this Note, the Loan Agreement and any other Loan Documents immediately will be deemed reformed and the amounts thereafter collectible under this Note or any other Loan Document reduced, without the necessity of the execution of any new documents, so as to comply with any applicable law, but so as to permit the recovery of the fullest amount otherwise payable under this Note or any other Loan Document. The right to accelerate the Maturity Date of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the Indebtedness will, to the extent permitted by any applicable law, be amortized, prorated, allocated and spread throughout the full term of the Indebtedness until payment in full so that the rate or amount of interest on account of the Indebtedness does not exceed the applicable usury ceiling. Notwithstanding any provision contained in this Note, the Loan Agreement or any other Loan Document that permits the compounding of interest, including any provision by which any accrued interest is added to the principal amount of this Note, the total amount of interest that Borrower is obligated to pay and Lender is entitled to receive with respect to the Indebtedness will not exceed the amount calculated on a simple (i.e., non-compounded) interest basis at the maximum rate on principal amounts actually advanced to or for the account of Borrower, including all current and prior advances and any advances made pursuant to the Loan Agreement or other Loan Documents (such as for the payment of Taxes, Insurance premiums and similar expenses or costs). |
| Utah | None |
| Vermont | None |
| Virginia | None |
| Washington | **NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW**. |
| West Virginia | None |
| Wisconsin | **If any Borrower is an individual, complete the below, selecting the applicable provision. Repeat as necessary for multiple individual Borrowers.** **MARITAL PURPOSE STATEMENT**The undersigned acknowledges and agrees that the obligations incurred by him or her under this Note are incurred in the interest of his or her marriage or family, whether existing now or in the future. Sign Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**OR**The undersigned has delivered to Lender a Marital Property Agreement affirmatively electing to “opt out” of the Wisconsin Marital Property Act in accordance with Wisconsin Statutes Chapter 766. Sign Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**OR**The undersigned affirms that he/she does not reside in Wisconsin. Sign Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Wyoming | None |