

### OCCUPANCY RIDER

This "Occupancy Rider" is made this 5 day of DECEMBER, 1984, and is incorporated into and shall be deemed to amend and supplement a Deed of Trust dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's note in the principal sum of \$ 97,000.00 (herein "Note") given to Perpetual American Bank, F.S.B. (herein "Lender") and covering the property described in the Deed of Trust and located at 5716 SOUTH RIENN ROAD FREDERICK MD 21701 (herein "Property"). In addition to the covenants and agreements made in the Deed of Trust, Borrower and Lender further covenant and agree as follows:

A. Borrower agrees that within thirty (30) days following the date of the Note, he/she/they will occupy the Property as his/her/their permanent primary residence and will continue to occupy the Property as his/her/their permanent primary residence for a minimum of one (1) year from the date of the Note.

It is fully understood and agreed that should the Borrower not occupy the Property as his/her/their permanent primary residence during the one (1) year period from the date of the Note, the Lender may at the Lender's sole discretion, exercise any one or more of the following options:

1. Require the Borrower to reduce the outstanding balance on the Note to no more than Seventy-Five (75) percent of the original appraisal or purchase price, whichever is less.
2. Increase the interest rate on the Note up to a maximum of Eighteen (18) percent. The monthly payment of principal and interest would be adjusted based on the increased rate on the outstanding principal balance over the remaining term of the Note.
3. Reduce the original term of the Note to Twenty (20) years, and increase the required monthly payments of principal and interest accordingly.

B. If the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association buys all or some of the Lender's rights under the Deed of Trust and Note the promises and agreements in this Occupancy Rider will no longer have any force or effect. Should the Lender be required to repurchase the loan from the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association for any reason during the initial 12 month period, this Occupancy Rider will resume its full force and effect.

In WITNESS WHEREOF, Borrower has executed this Occupancy Rider.

*[Signature]* \_\_\_\_\_ (Seal)  
 Borrower

*[Signature]* \_\_\_\_\_ (Seal)  
 NANCY L. FORD  
 Borrower

STATE OF MARYLAND, Montgomery County ss:

I Hereby Certify, That on this 5th day of December, 19 84, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Montgomery, personally appeared John E. Ford, Jr. known to me or satisfactorily proven to be the person(s) whose name(s) he subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

As WITNESS my hand and notarial seal.

My Commission expires: 7-1-86

*[Signature]* \_\_\_\_\_  
 Notary Public

STATE OF Maryland, Montgomery County ss:

I Hereby Certify, That on this 5th day of December, 19 84, before me, the subscriber, a Notary Public of the State of Maryland and for the county aforesaid, personally appeared Andrew G. Levy

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS my hand and notarial seal.

*[Signature]* \_\_\_\_\_  
 Notary Public

MARYLAND 3-81

My commission expires: 7-1-86

(Space Below This Line Reserved For Lender and Recorder)

NOTE:

AFTER RECORDING TRUST  
PLEASE RETURN TO:  
PERPETUAL AMERICAN

Six Montgomery Village Avenue, Suite 610  
Gaithersburg, Md. 20879