

Business Loan Rider

THIS BUSINESS LOAN RIDER is made this day of , 2024, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") and any personal guarantor(s), as applicable and referred herein as (the "Guarantor") to secure the debt obligation, whether joint and severally liable, of Borrower's Note (the "Note") to

(the "Lender") covering the subject property described in the Security Instrument and located at:

[Subject Property Address]

To the extent that the provisions of this Rider are inconsistent with the provisions of the Note and/or the Security Instrument, the provisions of this Rider shall prevail over and will supersede any such inconsistent provisions of the Note and/or the Security Instrument.

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Borrower and Guarantor shall mean and include all co-signers and co-makers signing the Note and Security Instrument and all their successors and assigns, as approved by Lender.
2. Notwithstanding any clause contained in the Security Instrument, the exemptions under Garn St. Germain Act will not apply. Borrower nor guarantor will not occupy the subject property as his/her/its primary or secondary residence.
3. All other applicable Riders provided, as appended, in addition to this Business Loan Rider, shall prevail over and will supersede any inconsistent provisions of the Note and/or the Security Instrument as permitted by state law. If any provisions shall not be permitted by state law, the remaining clauses and Riders shall remain in full force and effect. All Riders will be considered part of the Security Agreement.
4. "Guarantor" means any guarantor of surety, or accommodation party of any or all of the debt obligation.
5. Borrower's and Guarantor's right to reinstate is limited to Applicable Law.
6. Property as defined in the Security Instrument also includes any equipment or fixtures that are now or hereafter attached of affixed thereto.
7. Borrower shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation, except as required by Applicable Law, and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.
8. Borrower shall notify Lender at least fifteen (15) business days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, Business Loan Rider materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Borrower will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Borrower can and will pay the cost of such improvements.
9. Borrower warrants that: (a) Borrower holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Instrument, and (b) Borrower has the full right, power, and authority to execute and deliver this Security Instrument and all Riders to Lender. All costs associated with the defense of title claims, are bore by the Borrower and/or the Guarantor, jointly and severally, whether paid as a direct or a recoverable fee to the Lender under the Security Instrument.
10. The Borrower and/or Guarantor must notify Lender within at least thirty (30) business days of any dissolution of Borrower's entity (regardless of whether election to continue is made), or if any member withdraws from the limited liability company, partnership, corporation or other legal entity, or any other termination of Borrower's existence as a going business, or the death of any member or Guarantor, the insolvency of Borrower or Guarantor, the appointment of a receiver, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower and/or Grantor.
11. Each of Borrower and Guarantor shall notify Lender within at least fifteen (15) business days of the occurrence of a material adverse change occurs in Borrower and/or Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired, shall require notification to the Lender.

Business Loan Rider

12. Lender will have its choice of venue. If there is a lawsuit, Borrower and/or Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of its choosing
13. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Borrower and/or Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower and/or Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.
14. The relationship between Borrower and/or Grantor and Lender created by this Security Instrument and all Riders is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and/or Grantor.
15. Lender may hire or pay someone else to help collect the indebtedness if Borrower and/or Guarantor does not pay. Borrower and/or Guarantor will be responsible to pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower and/or Guarantor will also pay any court costs, in addition to all other sums provided by law.
16. Lender will not be required to service the mortgage in accordance with RESPA (as defined under the Security Instrument), regarding the handling of escrow funds, periodic statements, and the transfer of servicing. Lender will service in accordance to industry standards applicable to commercial loans.
17. Borrower and/or Guarantor shall provide the Lender with the address to which Lender will send formal notices, which may include both a written and/or electronic address, as designated.
18. Any reference to a right to prepay without penalty, shall be superseded by any and all prepayment terms to be defined in any Prepayment Rider attached to the Security Instrument.

BY SIGNING BELOW, Borrower and Guarantor accepts and agrees to the terms contained in this Business Loan Rider.

(Seal)
Borrower

(Seal)
Guarantor

(Seal)
Borrower

(Seal)
Guarantor