

VOL 1806 PAGE 173

VOL 1838 PAGE 638

ADJUSTABLE RATE RIDER  
(Interest Rate Limits)

THIS ADJUSTABLE RATE RIDER is made this 1st day of June, 19 84 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to First Federal Savings and Loan Association, P.O. Box 408, Greenville, SC 29602 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

Lot 4, Davidson Road, Hillendale Heights, Greenville, SC

(Property Address)

The Note contains provisions allowing for changes in the interest rate every 6 months subject to the limits stated in the Note. If my interest rate increases, my monthly payments may be higher. If my interest rate decreases, my monthly payments may be lower. The principal amount I must repay may increase above the amount I am originally borrowing.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 12.375%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

\*4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 19 85 and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 6 months, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

The first index figure for this note is 10.62%. It is called the "Original Index."

The Original Index plus a margin of 2.5% (after rounding the result up to the nearest 1/8 of 1%) is the same as "Initial Interest Rate."

*RKC  
GTC By RKC*

(C) Calculation of Changes

Before each change date, the Note Holder will determine any change in my rate of interest. The Note Holder will calculate the amount of the difference, if any, between the Current Index and the Original Index. If the Current Index is higher than the Original Index, the Note Holder will add the difference to the Initial Rate of Interest. If the Current Index is lower than the Original Index, the Note Holder will subtract the difference from the Initial Rate of Interest. The Note Holder will then round the result of this addition or subtraction to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest I am required to pay.

(D) Limits on Interest Rate Changes and Effective Date of Changes

My interest rate shall never be greater than FIVE PERCENT (5.0%) above or below the "Initial Interest Rate."

My new interest rate will become effective on each Change Date.

(E) Payments

The monthly payment amount for the first thirty-six (36) months shall remain constant at the "Initial Payment Amount." The monthly payment amount during years three (3) through six (6) shall be an amount sufficient to repay the outstanding principal balance then due, plus interest at the interest rate in effect at the beginning of the thirty-seventh (37th) month, as calculated in accordance with Section 4 (C) hereof, amortized over the remaining term of this Note; provided that any increase so calculated shall be no greater than seven and one-half (7-1/2%) percent of the "Initial Payment Amount."

Thereafter, beginning with year seven (7) and continuing to maturity, the monthly payment amount shall be adjusted by Lender annually to an amount sufficient to amortize, over the remaining term of this Note, the outstanding balance then due, plus interest as calculated according to Section 4 (C) hereof. Such payment shall remain constant during each twelve-month period, with each annual increase (if any) to be no greater than seven and one-half (7-1/2%) percent of the monthly payment amount for the preceding twelve-month term.

This Note may contain negative amortization. In the event that the outstanding principal balance at any time exceeds One Hundred Twenty-Five (125%) percent of the original principal amount of this Note, Lender shall have the right to adjust the amount of the monthly payment to an amount sufficient to amortize, over the remaining term of this Note, the outstanding principal balance then due, with interest thereon calculated according to Section 4(C) hereof, even if such payment adjustment will result in a monthly payment amount which is more than seven and one-half (7-1/2%) percent higher than the preceding monthly payment amount.

4328-172