

# ADJUSTABLE PAYMENT RIDER

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THIS ADJUSTABLE PAYMENT RIDER is made this 20th day of January 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 Payment Note to American Federal Bank FSB (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

Unit 32, Trentwood Horizontal Property Regime, Simpsonville, S.C.  
(Property Address)

**The Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And For Increases In The Principal Amount To Be Repaid.**

**The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The Amount That The Borrower Must Actually Pay Each Month. The Other Will Be An Amount That The Borrower Would Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The Borrower Could Repay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before The Maturity Date.**

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 9.875%. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

### 2. INTEREST

#### (A) Interest Owed

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of this Note, I will owe interest at a yearly rate of 9.875%. The rate of interest I will owe will change on the first day of the month of August 1, 1984 and on that day every 6th month thereafter. Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

#### (B) The Index

Any changes in the rate of interest will be based on changes in the Index. The "Index" is the weekly auction average rate on United States Treasury bills with a maturity of 6 months, as made available by the Federal Reserve Board.

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 most recently available Index figure as of the date 45 days before each Interest Change Date is called the "Current Index."

#### (C) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new rate of interest by adding two and one half percentage points (2.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new rate of interest until the next Interest Change Date.

Regardless of changes in the index, the Interest Rate for this loan will never exceed 15.750% over the life of the loan.

#### (D) Interest After Default

The rate of interest required by this Section 2 is the rate I will owe both before and after any default described in Section 9(B) below.

## 3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan in full at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal payments on February 1, 20 14, which is called the "maturity date". My first Full Monthly Amount is U.S. \$ 518.84 each Interest Change Date, the Note Holder will calculate the new Full Monthly Amount which I will owe each month beginning on the first monthly payment date after the Interest Change Date.

*The Full Monthly Amount I owe may be more or less than the amount I am required to pay each month. Section 4 below states the amount of my monthly payment and how it will change. Section 5 below describes how my unpaid principal balance will change if the amount of my monthly payment and the Full Monthly Amount are different.*

## 4. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

I will make my monthly payments on the first day of each month beginning on March 1 19 84. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.