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NOTICE TO BORROWER:

This Note contains provisions for changes in the Interest Rate once each Calendar Quarter. The monthly payments will change once a year for the first five years and are subject to change once every five years thereafter. Interest will be calculated on unpaid principal

and on unpaid accrued interest.

Greenville , South Caroline (City)
June 4.

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the order of WACHOVIA MORIGAGE COMPANY ("Lender"), the principal sum of <u>Forty thousand seven hundred fifty and no/100---</u> Dollars, with interest, on the unpaid principal balance from the date of this Note and on accrued interest which remains unpaid for a term exceeding one (1) calendar month (as represented by the unpaid accrued interest account balance ["Interest Balance"]), at the initial rate of <u>Nine and three quarters</u>

have become due and payable. The monthly payments will be changed at such times and in such amounts as provided for hereinafter. Monthly payments, as may be subsequently changed in amount, shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable in a Balloon Payment on $\underline{July 1, 2014}$ ("Haturity").

CHANGES IN INTEREST RATE: The interest rate is subject to change on the first day of each January, April, July and October of each calendar year (hereinafter referred to as "Calendar Quarter"). These changes will begin on the first day of the Calendar Quarter immediately following the date of this Note and continue during the term of this Note.

The interest rate for each such Calendar Quarter will be the sum of the "Index" plus three percent (3 %) rounded to the nearest one-eighth of one percentage point (0.125%). The Index is the average of the rate (auction average on an annualized discount basis) for United States Treasury Bills with maturities of thirteen (13) weeks established at the third or the next to the last auction (whichever occurs first) held in the second Calendar Month of the immediately preceding Calendar Quarte. (February, May, August and November) (such auction being hereinafter referred to as the "Auction Date") and the rates for United States Treasury Bills with maturities of thirteen (13) weeks established at each of the twelve auctions immediately preceding the Auction Date.

If the Index is no longer available, the noteholder will choose a new index which is based upon comparable information.

CHANGES IN MONTHLY PAYMENTS: The monthly payments provided for hereinabove will increase each year on the anniversary of the due date of the first monthly payment by seven percent (7%) of the previous monthly payment and remain fixed at the payment amount established for year six through year ten as provided below.

YEAR	MONTHLY PAYMENT AMOUNT	<u>YE AR</u>	MONTHLY PAYMENT AMOUNT
1	\$ 350.11	4	\$ 428.90
2 .	\$ 374.62	5	\$ 458.92
3	\$ 400,84	6-10	\$ 491.04

Beginning on the tenth (10th) anniversary of the due date of the first monthly payment and once every sixty (60) months thereafter, the monthly payments are subject to change as provided below. (Each date on which the amount of subsequent monthly payments will be subject to change is referred to herein as the "Change Date"). Subject to the limitation; on the change in the amount of the monthly payments set out below, the amount of the monthly payments will be adjusted on each Change Date to an amount which will repay in full in substantially equal payments over the remaining term of the Note: (i) the remaining unpaid principal balance, (ii) the Interest Balance, and (iii) all interest to be earned in the future over the remainder of the term of the Note at an interest rate equal to the average of the interest rate established for the Calendar Quarter in which the Change Date occurs and the interest rates established pursuant hereto for each of the previous seven Calendar Quarters. In no event shall any change (except on the last Change Date) increase or decrease the amount of the monthly payments in excess of twenty-five percent (25%) of the amount of the monthly payments that last become due and payable immediately prior to the Change Date.

MAXIMUM LIABILITY OF BORROWER FOR INTEREST BALANCE: At the last Change Date, and at Maturity, or at an earlier payoff of this Note, Borrower's maximum liability for the unpaid amount of negative amortization then represented by the Interest Balance will be limited to the total of 20% of the original purchase price of the real estate given as security for this Note (the "Home") plus any appreciation in value in excess of the original purchase price.

The original purchase price of the Home is \$ 51,000.00 ("Original Purchase Price").

If Borrover at any time during the term of this Note elects to sell the Home and make payment of this Note in full and if the current Interest Balance is less than the total of 20% of the Original Purchase Price of the Home plus any appreciation as determined by using Borrower's then current sales price less the Original Purchase Price, Lender will not have an appraisal of the Home performed and the then-current sales price of the Home will be used to compute the amount of appreciation. Otherwise, the amount of any appreciation above the Original Purchase Price of the Home will be calculated by subtracting the Original Purchase Price from the current appraised value of the

Borrover's Initials