

WHEN RECORDED MAIL TO:

Countrywide Funding Corporation
 3440 Wilshire Boulevard
 3rd Floor
 Los Angeles, California 90010

OWNER OCCUPANCY RIDER TO
 NOTE AND DEED OF TRUST

This rider is made this 20th day of July
1984, and is incorporated into and shall be deemed to amend and
 supplement a Note and Deed of Trust dated on even date herewith,
 covering the property described therein at 115 Chesley Drive,
Simpsonville, SC 29681
 and is being given for the purpose of Borrower's making certain
 certifications, agreements and representations to Lender re-
 garding occupancy of the above referred to property.

Borrower understands and agrees that Lender's inducement for
 granting a loan on the subject property is based upon Lender's
 full reliance upon the following:

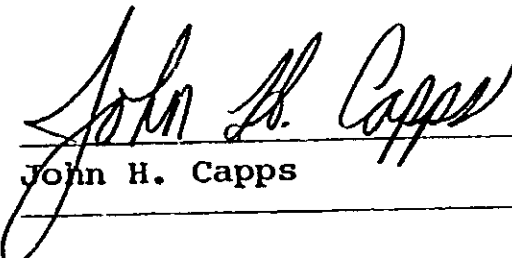
1. Borrower herein certifies under penalty of perjury
 that Borrower shall occupy the subject property as Borrower's
 year-round residence, and that occupancy by Borrower shall
 occur not later than fifteen (15) days following the recording
 of this Deed of Trust.

2. Lender may, at its sole option, declare all sums,
 including but not limited to the then remaining unpaid balance,
 plus interest due thereon and costs and attorneys fees,
 immediately due and payable if the Borrower shall not occupy
 the subject property as certified to in Paragraph 1 above, or
 if the Borrower at any time within twelve (12) months after
 occupying the subject property ceases to occupy the property
 as Borrower's year-round residence (unless Borrower shall sell
 the property within said 12-month period). Borrower understands
 that failure to comply with this provision shall constitute a
 default under the terms of the Deed of Trust to which this
 Rider is attached.

Borrower understands and agrees that from time to time Lender
 may require and Borrower shall furnish, documentation or proof
 acceptable to Lender, of Borrower's continuing occupancy of
 the subject property.

IN WITNESS WHEREOF, Borrower hereby certifies that all
 of the foregoing statements are true and correct.

"BORROWER"



 John H. Capps

DATE: July 20, 1984