The "Current Index Value" is the average of the indexes for the preceding 13 weekly auctions ending with the last weekly auction during the second calendar month prior to the Change Date. Any change in the rate of interest will be based on changes in the Current Index Value.

The above Initial Interest Rate is based upon the Index Value of 9.39

Calculation of Changes:

Before each Change Date, you will calculate my new interest rate by adding five and 25/100 percentage points (5.25 %) to the Current Index Value. The sum will be my new interest rate until the next Change Date.

Prior to every fourth Change Date, you will then determine the new amount of my monthly installments that would be sufficient to repay the outstanding principal balance in full at my new rate of interest in subsequently equal installments for the remainder of the original term. The result of this calculation will be the new amount of my monthly installments.

Limit on Interest Rate Changes:

The rate of interest I am required to pay shall never be increased over the term of this loan to a rate greater than 21%. There is no limit to the amount of decrease of the rate of interest on any single Change Date or during the term of this loan. In no event will any interest rate increase result in negative amortization of this loan.

Carry-Over of Interest Rate Increases:

If the new interest rate on any Change Date is greater than the maximum rate of interest, the portion of the new interest rate which exceeds the maximum rate of interest will be carried forward; provided, that no interest rate increase will be carried forward during the last 11 months of this loan. All or any portion of the carry-over will be added to the new interest rate, when the new interest is less than the maximum rate of interest on any Change Date.

Effective Date of Changes:

The new rate of interest will become effective on each Change Date. I will pay the amount of my new monthly installment each month beginning with the first monthly installment due after the fourth Change Date, until the amount of my monthly installment is again changed.

Notice of Changes:

You will mail or deliver to me a notice of any changes in the amount of my interest rate or monthly installment at least 25 days before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

Loan Assumption:

The Adjustable Rate Mortgage may not be assumed without your consent. If assumption is allowed, you may charge an assumption fee and require the person(s) assuming this loan to pay additional charges as authorized by law.

Additional Terms:

I may pay the outstanding balance in whole or in part at any time without penalty. Any prepayment shall be applied first to interest due and then to the principal amount outstanding and shall not postpone the due date of any subsequent monthly installment unless you shall otherwise agree in writing.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this Mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a sum as attorneys' fees as set out in said Note which shall be secured by this Mortgage, and shall be included in judgment of foreclosure.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL CONDITION: If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above-mentioned Note and this Mortgage, this conveyance shall be null and void and title shall revest as provided by law. If, however, there shall be a default in the performance of any of the covenants, terms and conditions of this Mortgage or under the Note or any advance secured hereby, all sums owing to Mortgagee hereunder or under said Note, regardless of maturity and without notice, shall immediately become due and payable at the option of Mortgagee and Mortgagee may foreclose this Mortgage by judicial proceedings.

IN WITNESS WHEREOF, this Mortgage has been duly signed, sealed and delivered by Mortgagor the day and year first above written.

JACK H. MITCHELL, III

THOMAS A. MURDOCK (SEAL)

LINDA D. FORRESTER

(SEAL)

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me Jack H. Mitchell, III and made oath that (s)he saw the within-named Thomas A. Murdock sign, seal, and as his act and deed, deliver the within-written Mortgage of Real Property; and that (s)he with Linda D. Forrester witnessed the execution thereof.

SWORN to before me this

11th day of May, 1984

(L.S.)

Notary Public for South Carolina

My Commission Expires: 3/26/89

JACK H. MITCHELL, III

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