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ADJUSTABLE BATE RIDER (1 Year Index - Payment Cap)

This Adjustable Rate Rider is made the 5th day of October , 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the same date (the "Note") in covering the property described in the Security Interest located at:

304 Gray Fox Square, Taylors, South Carolina 29687
(Property Address)

THE MOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE MOTE LIMITS THE MONTHLY PAYMENT INCREASES TO 7-1/2% EACH YEAR. THE PRINCIPAL AMOUNT THAT THE BORROWER MUST REPAY MAY BE LARGER THAN THE AMOUNT ORIGINALLY BORROWED BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT.

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

1. Interest Rates and Monthly Payment Charges

The Note provides for an initial Interest Rate of $\frac{9.75}{1}$ %. Sections 2, 3, 4, £ 8 of the Note provide for changes in the interest rate and in the monthly payments as follows:

2. Interest

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

Beginning on the date I receive principal, I will pay interest at a yearly rate of 9.75 %. The interest rate that I will pay will change in accordance with Section 4 of this Note. The interest rate I will pay both before and after any default described in Section 7(B) of this Note.

3. Payments

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on December 1, 1984. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If on November 1, 2014 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at One Fountain Plaza, Buffalo, New York, 14203, ATTN: Hortgage Servicing Department or at a different place if required by the Note Holder.

(B) Amount of my Initial Monthly Payments

My initial monthly payments will be in the amount of U.S. \$\frac{515.50}{2}.

This amount may change to reflect changes in the interest rate that I must pay. The Note Holder will determine my monthly payments in accordance with Section 4 of this Note.

- 4. Interest Rate and Monthly Payment Changes
 - (A) Interest Rate and Payment Change Dates

The interest rate I will pay may change on the first day of $\frac{\text{May I}}{\text{day}}$, $\frac{1985}{\text{month}}$, which will be six (6) months after the 1st day of the month following the date of closing and on the 1st day of the month every twelve (12) months thereafter. Each date on which my interest rate

11S RIDER (REV. 6/27/84)