

ASSUMPTION RIDER

BOOK 1580 PAGE 77

This Rider is made this 3rd day of September 19 82, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Carolina National Mortgage Investment Co., Inc. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

Southland Avenue, Greenville, S. C.  
(Property Address)

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

A. PARAGRAPH 17: TRANSFER OF THE PROPERTY: ASSUMPTION

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent (which consent shall be in Lender's sole discretion), excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable, except that Lender will not exercise its right to declare all such sums immediately due and payable nor will the Lender increase the per annum interest rate from that imposed on the original borrower herein in the case of the first transfer or sale by the Borrower executing this Mortgage, provided that the Borrower is not then in default under this Mortgage and the Note and the person to whom the Property is to be sold and transferred (i) executes a written assumption agreement satisfactory to and accepted in writing by Lender, in which event Lender shall release Borrower from all obligations under this Mortgage and the Note and (ii) the credit of such person is satisfactory to Lender. The foregoing exception to Lender's right to declare such sums due and payable shall only apply to such first transfers or sale by the Borrower executing this Mortgage and Lender's right to make such declaration in all other instances shall be in its sole discretion.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

IN WITNESS WHEREOF, Borrower has executed this Assumption Rider.

  
Borrower  
Carl D. Whitmer

  
Borrower  
Virginia W. Whitmer

RECORDED SEP 9 1982

at 4:42 P.M.

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