

BOOK 1593 PAGE 306

**GRADUATED PAYMENT RIDER**  
(With Interest Rate Changes Every 5 Years)

THIS GRADUATED PAYMENT RIDER is made this 17th day of January 1983, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Graduated Payment Note to First Federal Savings & Loan Association of South Carolina (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:  
122 Capers Street, Greenville, South Carolina  
(Property Address)

The Note contains provisions allowing for changes in the interest rate and monthly payments.

The Borrower's monthly payment will increase by  $7\frac{1}{2}\%$  each year during the first five years of the Note. The Borrower also may be able to limit monthly payment increases to  $7\frac{1}{2}\%$  each year during the second five years of the Note. The remaining monthly payments also could increase or decrease, depending on changes in the interest rate.

The principal amount the Borrower must repay will 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:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an Initial Rate of Interest of 12.75%. Sections 2 through 9 of the Note provide for changes in the interest rate and the monthly payments, as follows:

**"2. INTEREST**

**(A) Interest Owed**

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

Beginning on the date of this Note, I will owe interest at a yearly rate of 12.75%. This rate is called the "Initial Rate of Interest." The rate of interest I will pay will change in accordance with Section 4 (A) of this Note on the first day of February, 1988 and on that day every 60th month thereafter. Each date on which my rate of interest could change is called an "Interest Change Date."

**(B) The Index**

Any changes in my rate of interest will be based on changes in the Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recently available Index figure as of the date 45 days before each Interest Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Interest After Default**

The rate of interest required by this Section 2 and Section 4 (A) below is the rate I will pay both before and after any default described in Section 12 (B) below.

**3. TIME AND PLACE OF PAYMENTS**

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

I will make my monthly payments on the first day of each month beginning on March 1, 1983. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If, on February 1, 2013, 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 any office of First Federal Savings & Loan Association of South Carolina or at a different place if required by the Note Holder.

**4. FULL PAYMENT AMOUNT**

**(A) Calculation of Full Payment Amount**

Each of my first 120 monthly payments could be less than a Full Payment Amount. A "Full Payment Amount" is the monthly amount sufficient to repay the amount I originally borrowed, or the unpaid principal balance of my loan as of an Interest Change Date, in full on the maturity date at the rate of interest I am required to pay by Section 2 above or this Section 4 (A) in substantially equal payments. Beginning on the date of this Note, my first Full Payment Amount will be U.S. \$ 586.81 until the first Interest Change Date. My first Full Payment Amount will be larger than each of my first 60 monthly payments.

Before each Interest Change Date, the Note Holder will determine a new Full Payment Amount for my loan. The Note Holder will first calculate my new rate of interest by adding 2.6 percentage points (2.600%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new rate of interest until the next Interest Change Date. The Note Holder will then calculate the new amount of a monthly payment that would be sufficient to repay my unpaid principal