VOL 1647 PAGE 265

CONSTRUCTION/PERMANENT
SIX MONTH
ADJUSTABLE RATE LOAN RIDER

This Rider is made this 6 day of FEBRUARY, 19 84, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to South Carolina Federal Savings Bank, 1500 Hampton Street, Columbia, S.C., 29201 (the "Lender") of the same date (the "Note") and covering the property described in the Mortgage and located at lot 154, Brooks Road, BROOKSIDE, SEC VI, phase one MAULDIN SC 29662.

Property Address

Modifications: In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has a "Construction Interest Rate" of 12.50%. The Note interest rate will be changed on the first day of the month after completion of construction and on the first day of each six month period measured thirty (30) days from the first day of the month following the date of the Note.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the most recent weekly auction average of the six (6) month treasury bill forty-five days before a change date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

E. NEGATIVE AMORTIZATION — This process may occur. Subsequent creditors should be so advised.

DONALD E. BALTZ, INC.

BY: Donald E. Baltz (Seal)
president
Borrower and/or Mortgagor

(Seal)
Borrower and/or Mortgagor

6 MONTH ADJUSTABLE RATE LOAN RIDER — 1/84