

## ADJUSTABLE RATE RIDER

(Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 5 day of March, 1984, 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 Adjustable Rate Note to C&S Real Estate Services, Inc. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

8 Westover Place, Greenville, South Carolina 29615  
[Property Address]

**The Note contains provisions allowing for changes in the interest rate every three years. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower. The Borrower also may be able to limit monthly payment increases to 7½% each year.**

**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 interest rate of 12.375%. Sections 4 through 8 of the Note provide for changes in the interest rate and the monthly payments, as follows:

#### "4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of April, 1987, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The initial index is 10.98.

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) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.70 percentage points (1.70%) 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 interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount", and it will be the new amount of my monthly payment unless I choose the amount permitted by Section 5(A) below.

##### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

### 5. BORROWER'S RIGHT TO LIMIT AMOUNT OF REMAINING MONTHLY PAYMENTS

#### (A) Calculation of Graduated Monthly Payment Amount

I may choose to limit the amount of my new monthly payment following a Change Date if my new interest rate would cause the monthly payment I have been paying to increase by more than seven and one-half percent (7.5%). If I choose to limit the amount of my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due. When I do so, on the first monthly payment date after the Change Date I will begin paying a new monthly payment which will be equal to the amount I have been paying each month for the preceding twelve months multiplied by the number 1.075. Thereafter, on each of the first two anniversaries of the new monthly payment date, my monthly payment will again increase by an amount equal to the amount I have been paying each month for the preceding twelve months multiplied by the number 1.075.

Even if I have chosen to limit my monthly payment, Sections 5(B), 5(C) and 6 below may require me to pay a different amount.

#### (B) Reduced Monthly Payment Amount

My graduated monthly payment calculated under Section 5(A) above could be greater than the amount of a monthly payment which then would be sufficient to repay my unpaid principal balance in full on the maturity date at my current interest rate in substantially equal payments. If so, on the date my paying a graduated monthly payment would cause me to pay more than the lower amount, I will instead then begin paying the lower amount as my monthly payment until the next Change Date.

#### (C) Increased Monthly Payment Amount

My paying a graduated monthly payment calculated under Section 5(A) above could cause my unpaid principal balance to exceed the limit stated in Section 7(B) below. If so, on the date that my paying a monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal balance in full on the maturity date at my current interest rate in substantially equal payments.