

CAPPED ONE-YEAR ARM RIDER TO THE  
MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT

NOTICE: THIS SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

This Rider is made this 6th day of March, 19 84, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Wachovia Mortgage Company (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 8 Bendingwood Circle, Taylors, South Carolina 29687  
(Property Address).

MODIFICATIONS. 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 has an initial interest rate of 9.875 %. The interest rate may be increased or decreased every 12th month on each "Change Date", as described in the Note. Changes in the interest rate are governed by changes in the Index as defined in the Note. The Index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as published by the Federal Reserve Board. The maximum change in the interest rate at any one time is 2 percentage points. The maximum interest rate variation over the life of the loan is 5.75 percentage points over or under the initial interest rate.

The monthly payment amount may be adjusted every 12th month to take effect on the month following each Change Date as described in the Note. The new monthly payment amount is based on the interest rate in effect on the Change Date and will remain in effect until the month following the next succeeding Change Date.

**B. LOAN CHARGES**

If the loan secured by the Security Instrument is subject to a law which sets maximum interest rates and loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits, then: (i) the interest rate or any such loan charge shall be reduced to the permitted limit; and (ii) 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 of the Note or by making a direct payment to Borrower.

**C. CONVERSION FEATURE**

- (i) Borrower may, at Borrower's option and provided Borrower has been current on the loan for twelve months prior to the applicable Change Date, modify the repayment terms of the indebtedness secured hereby prior to the first, second, third, or fourth Change Date. At that time, Borrower may convert the adjustable rate loan evidenced by the Note into a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan (i.e., 29, 28, 27, or 26 years, depending on the conversion date selected).
- (II) Lender's "Notice of Periodic Adjustment" to Borrower pursuant to paragraph 4(a) of the Note given prior to the first, second, third, or fourth Change Date shall contain the following information pertaining to Borrower's option to convert:
- (a) the approximate fixed interest rate payable by Borrower if Borrower converts into a fixed interest rate loan (the actual rate will be the rate in effect on the date the conversion is registered);
  - (b) the approximate amount of Borrower's new monthly payment at the fixed rate of interest; and
  - (c) a date, at least 15 days from the date the Notice is given, by which Borrower must "lock in" an interest rate by telephoning a number provided and registering the conversion with the Lender, and a subsequent date (no later than the applicable Change Date) by which the Borrower must complete, execute and deliver to Lender a document in the form required by Lender evidencing the modification of the Note to provide a fixed interest rate.