

Vol. 137 no 791

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 13 day of APRIL 19 84 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 SOUTHERN EQUITY MORTGAGE, INC. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:  
Lot 52, West Seven Oaks Drive, Section No. 1, CHANTICLEER  
21 West Seven Oaks Drive, Greenville, S. C. 29605  
(Property Address)

**The Note contains provisions allowing for changes in the interest rate. 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.**

**ADDITIONAL COVENANTS.** In addition to the covenant 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 9.500%. Section 4 of the Note provides 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 MAY, 1985, and on that day of the month every 12 months 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 will be: Weekly average yield on (U.S.) Treasury Securities adjusted to constant maturity of one year.

The most recent Index figure available as of 45 days before each Change Date is called the "Current Index".

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

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.500 percentage points to the current index. The sum, rounded to the nearest one-eighth of one percent (0.125%), will be my new interest rate.

Notwithstanding the above, changes in the index shall not result in an interest rate increase, on the first Change Date, in excess of 2.500 percentage points over the initial interest rate;

Every Change Date thereafter, changes in the index shall not result in an interest rate increase in excess of 2.000 percentage points over the interest rate in effect immediately prior to the Change Date;

Regardless of any other provision of this Note, interest rate changes pursuant to this Note, shall not result in an interest rate above 15.500 percent ( 15.500 %) per annum for the entire term of this Note.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

##### (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.

##### (E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- (i) the new interest rate on my loan as of the Change Date;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone number of a person who will answer any question I may have regarding the notice.

### B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good

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