

**CITY
FEDERAL
SAVINGS**

City Affordable Mortgage Plan
Adjustable Rate Loan Rider

VOL 1000 PAGE 69

Notice: The security instrument secures a Note which contains provisions that:

- (1) Cause the interest rate to change periodically based on changes in an Index. The Borrower's scheduled monthly payment will also change periodically, but less frequently than interest rate changes.
- (2) Allow the outstanding principal balance of the loan to increase over time. This will happen if the scheduled monthly payment is not large enough to pay all of the interest due and the Lender lends the Borrower the difference under the terms of the Note.

This Rider is made this 27th 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 Note to City Federal Savings and Loan Association, (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at #44 1200 Pelham, Phase II, Greenville, South Carolina, 29615

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 Changes

The Note has an "Initial Interest Rate" of 12.75%. The Note interest rate may be increased or decreased on the first day of the month beginning on December 1, 19 84, and on that day of the month every six months thereafter. The dates on which the interest rate may change are called the "Interest Rate Change Dates."

Changes in the interest rate will be based on changes in a measure of the cost of money called the "Index". The Index at the beginning of this loan is the average discount rate stated as a percentage, on twenty-six week Treasury Bills as announced by the U. S. Treasury Department following sale of these securities.

The Lender may substitute a new measure of the cost of money as the Index if at any time the Index being used ceases to be publicly announced by its source. The substituted Index will be used to determine changes in the interest rate beginning with the first interest rate change after the substitution. Any substituted Index will be beyond the control of the Lender and readily verifiable by Borrower.

To set each new interest rate, the Lender will first determine the "Current Index" figure. The Current Index figure is the figure most recently available on each Interest Rate Change Date, unless Borrower's monthly payment is scheduled to change within 45 days after the Interest Rate Change Date. If that is the case, the Current Index figure is the figure most recently available when the notice of monthly payment adjustment provided in Section 5 (D) of the Note is given.

The Lender will round up the Current Index figure to the nearest one eighth of one percent (.125%). The Lender will add the amount of 2.75% to the Current Index figure. The result of this addition will be the new interest rate.

B. Monthly Payment Changes: Capitalized Interest

The secured indebtedness is payable in monthly installments. Monthly payments will be applied first to the interest due and then to principal. The interest due may be greater than the current amount of Borrower's scheduled monthly payment. In that case, the interest due which is greater than the Borrower's scheduled monthly payment will be advanced on Borrower's account by Lender and added to the outstanding principal balance under the Note, unless otherwise paid by Borrower. Such capitalized interest is part of the indebtedness for which the Security Instrument secures repayment.

Borrower's monthly payment for the first 3 years will be in the amount of U. S. \$ 752.35

On December 1, 1987 and on that day in that month each six months thereafter (the "Monthly Payment Adjustment Date"), Borrower's monthly payment will also be reset. In resetting the monthly payment on those dates, the Lender will determine the amount of the monthly payment on the basis of the following factors:

- (a) the outstanding principal balance, and
- (b) the then current interest rate, and
- (c) the remaining term of the loan.

The Lender will set the monthly payment at an amount which would be sufficient to pay the loan in full over its remaining term assuming the then current interest rate does not change. In addition, the Lender may increase the Borrower's monthly payment at any time (a) the total of the amount of interest capitalized as provided above since the beginning of the loan plus (b) the amount paid to Borrower or on Borrower's behalf as of loan settlement equals the amount of Borrower's principal indebtedness stated on the first page of the Security Instrument.

C. 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.

D. Prior Liens

If Lender determines that all or any 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.

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

WITNESS:

W. Carl [Signature]

Patricia A. Barlow

David J. Zimney (Seal)
Borrower

[Signature] (Seal)
Borrower

Distribution:

- Original — Attach to the original Security Instrument (Lender after recording)
- Copy 1 — Attach to copy of the Security Instrument (Lender)
- Copy 2 — Attach to copy of the Security Instrument (Mortgagor)
- Copy 3 — Attach to copy of the Security Instrument (Settlement Agent)

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