

E. TRANSFER OF THE PROPERTY; ASSUMPTION

Uniform Covenant 17 is amended to read as follows:

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent (which consent shall be in Lender's sole discretion), excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable, except that Lender will not exercise its right to declare all such sums immediately due and payable in the case of the first transfer or sale by the Borrower executing this Mortgage, provided that the Borrower is not then in default under this Mortgage and the Note and the person to whom the Property is to be sold and transferred (i) executes a written assumption agreement satisfactory to and accepted in writing by Lender, in which event Lender shall release Borrower from all obligations under this Mortgage and the Note and (ii) the credit of such person is satisfactory to Lender. The foregoing exception to Lender's right to declare such sums due and payable shall only apply to such first transfers or sale by the Borrower executing this Mortgage and Lender's right to make such declaration in all other instances shall be in its sole discretion.

F. NO FUTURE ADVANCES

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

G. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum 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 exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) 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. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. In such event, Borrower shall not have the right to reinstate otherwise provided in Non-Uniform Covenant 19 of the Security Instrument.

IN WITNESS WHEREOF, BORROWER has executed this Adjustable Rate Rider.

Dean W. Swartz (Seal)
Dean W. Swartz - Borrower
Lisa W. Swartz (Seal)
Lisa W. Swartz - Borrower

(Seal)
- Borrower

(Sign Original Only)

RECORDED JAN 31 1984 at 4:44 P.M

22656

Re-RECORDED MAY 9 1984 at 4:48 P.M

35264

Re-Record for orig see REM Bk 1646 page 188
\$ 53,000.00
2.1 ACS FOX Creek Ct.

Re-Recorded
Filed for record in the Office of
the R. M. C. for Greenville
County, S. C. at 4:48 P.M.
P/M. MAY 9 1984
and recorded in Reg. 67, Int.
Mortgage Book _____
at page 761
R.M.C. for G. Co., S. C.

Filed for record in the Office of
the R. M. C. for Greenville
County, S. C. at 4:44 P.M.
P/M. Jan. 31, 1984
and recorded in Reg. - Estate
Mortgage Book 1646
at page 188
R.M.C. for G. Co., S. C.

ADJUSTABLE RATE RIDER

Quinn's testimony
JAN 31 1984
+ 22656
M. P. Swartz
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