

## RIDER TO MORTGAGE AND NOTE

(Six-Month ARM With Interest Rate and Payment Caps)

October 31, 1984

NOTICE TO BORROWER: THIS DOCUMENT MODIFIES A NOTE WHICH CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

FOR VALUE RECEIVED, the undersigned (individually or collectively, "Borrower") agrees that the following provisions of this rider (the "Rider") shall be incorporated into that certain mortgage of even date herewith executed by Borrower, as mortgagor, in favor of South Carolina Federal Savings Bank ("Note Holder"), as mortgagee, and that certain rider to such mortgage of even date therewith, executed by Borrower, which modifies the mortgage (collectively, the "Mortgage"), to which Mortgage this Rider is attached, as well as that certain Note of even date herewith made by Borrower in favor of Note Holder, which the Mortgage secures.

1. Maximum and Minimum Interest Rate  
Notwithstanding anything to the contrary contained in the Mortgage and Note, the rate at which interest shall accrue under the Note shall not be changed upward or downward by more than 5 percent (5%) over the life of the loan.
2. Maximum and Minimum Monthly Payment  
Subject only the limitation on negative amortization provided in Paragraphs 3(B) and 4(D) of the Note, my principal and interest payment will not be increased or decreased on any Payment Change Date by more than twenty percent (20%) of the amount I have been paying. Should my loan balance exceed said limitation, the provisions of Paragraphs 3(B) and 4(D) of the Note shall apply.
3. Effectiveness of Provisions  
Except as otherwise provided in this Rider, all of the provisions of the Mortgage and Note shall remain in full force and effect.

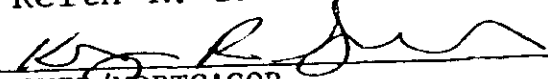
IN WITNESS WHEREOF, Borrower/Mortgagor has executed this Rider on the 31st day of October, 1984.

FOXFIRE PROPERTIES, INC.

BORROWER/MORTGAGOR

By: 

Keith R. Smith, President

  
BORROWER/MORTGAGOR

KEITH R. SMITH, INDIVIDUALLY

