

**CAPPED ONE-YEAR ARM RIDER TO THE MORTGAGE/DEED OF TRUST/
SECURITY DEED**

(One Year Index—Interest Rate Cap)

THIS CAPPED ONE-YEAR ARM RIDER is made this 6th day of November, 1984, and is incorporated into and amends and supplements the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by me (the "Borrower") to Bankers Mortgage Corporation, (the "Lender" or "Note Holder") of the same date and covering the property described in the Security Instrument and located at:

218 Marchant Road, Unit 40-B, Dover Townhouses

Taylors, South Carolina 29687

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

Additional Covenants: In addition to the covenants and agreements made in the Security Instrument, the Lender and I further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.875%. 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 ~~XMAS~~ ⁸⁵ December, 1986, and on that day every 12th month 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" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year. The Index is published weekly by the Federal Reserve Board in Statistical Release H.15(519). The most recent published Index figure at the time that the "Notice of Changes" is prepared by the Note Holder is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is authorized by the Comptroller of the Currency and which is based upon comparable information. The Note Holder will give me notice of this choice.

C. Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.89 percentage points (the "Margin") to the Current Index. The Note Holder will then round the result of this addition up to the next highest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date, subject to these interest rate cap limitations:

- (i) Any change in the interest rate in effect on any Change Date will not exceed 2 percentage points; and
- (ii) The maximum interest rate which may be imposed will not exceed the initial interest rate plus 5.75 percentage points and the minimum interest rate which may be imposed will not be less than the initial rate minus 5.75 percentage points.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full by the Maturity Date the unpaid principal that I am expected to owe at the Change Date. This monthly payment will be calculated on the basis of my new interest rate and will provide for substantially equal monthly payments. 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 deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment ("Notice of Changes") approximately 45 days before the effective date of any interest rate change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

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