Changes In Interest Rate:

The interest rate may increase or will decrease from the Initial Bate or any subsequent interest rate to the Adjusted Bate at the end of each Bate Period. No single change in the interest rate will be more than two percentage points. There will be no change in the interest rate if the amount of change of the Index is less than—of one percentage point. Decreases in the interest rate resulting from decreases in the Index will always be automatic within the rules for maximum and minimum changes. Increases resulting from increases in the Index may be postponed at Holder's option. If Holder postpones an interest rate increase, Holder may take it at a later interest rate change date, unless doing so would conflict with the carryover rule.

THE INITIAL RATE OF INTEREST WILL NOT INCREASE OR DECREASE MORE THAN 6 PER-

CENTAGE POINT(S) DURING THE TERM OF THIS LOAN

Changes in the Index not passed on to Borrower as changes in Borrower's interest rate will be carried over to the end of the next Rate Period. In addition to new Index changes, Index changes carried over may be passed on to Borrower at the end of Borrower's next Rate Period as a change in Borrower's interest rate. Holder may not pass these carryovers on to Borrower to the extent that they have been offset by an opposite movement in the Index as of that date.

Changes in Monthly Installment:

Notice of Interest Rate Changes:

Notary Public for South Carolina

My Commission Expires

Borrower will be sent notice of any rate change at least 30 days before it becomes effective. The notice will explain how the index has changed and how Borrrower's interest rate and payment schedule will be affected. This notice will also be sent whenever Holder postpones an interest rate increase Holder is permitted to take and also when the Index has not changed at a rate adjustment date. All interest rate changes will be based on Index information available at the time the notice is sent, rather than when the rate change goes into effect.

Loan Assumption:

Borrower's Adjustable Rate Loan may not be assumed by a purchaser of the real property collateral without Holder's consent. If assumption is allowed, Holder has the right to change the loan terms including the interest rate, upon assumption, and Holder may also require the purchaser to pay certain charges including assumption fees. Extension of Term:

Under no circumstances will the term of this loan or the total number of payments be extended or decreased as a result of the change in the interest rate as provided herein; provided, however, there may be a prepayment as provided below.

Borrower may prepay without penalty the indebtedness evidenced hereby in whole or in part at any time. Any prepayment will be applied to the outstanding principal balance after payment of all interest through the date of such prepayment. Any such partial prepayment shall not postpone the due date or change the amount of any subsequent monthly installment unless the Holder of this Note shall otherwise agree in writing.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this Mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a sum as attorneys' fee as set out in said Note which shall be secured by this Mortgage, and shall be included in judgment of foreclosure.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL CONDITION. If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above-mentioned Note and this Mortgage, this conveyance shall be null and void and title shall revest as provided by law. If, however, there shall be a default in the performance of any of the covenants, terms and conditions of this Mortgage or under the Note or any advance secured hereby, all sums owing to Mortgagee hereunder or under said Note, regardless of maturity and without notice, shall immediately become due and payable at the option of Mortgagee and Mortgagee may foreclose this Mortgage by judicial proceedings.

IN WITNESS WHEREOF, this Mortgage has been duly signed, sealed and delivered by Mortgagor the day and year first above written.

[SEAL]

[SEAL]

[Carol H. Rochester]

STATE OF SOUTH CAROLINA)		
COUNTY OF GREENVILLE)		PROBATE
PERSONALLY appeared before	meKim Newton		and made
oath that (s) he saw the within-name	edT. Preston and Caro	l H_Rochester	sign, seal.
and astheir	act and deed, deliver to	ne within - written Mortgage of	Real Property; and
that (s) he with the other thereof	vitness subscribed above	<u>P</u> with	essed the execution
SWORN to before me this			
8th day of April		Kin T	Kittler
EDWAN KKYOS	25		,

John Led Wicker Page

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