

# ADJUSTABLE RATE RIDER

VOL 1640 PAGE 174

LEATHERWOOD, WALKER, TODD

THIS ADJUSTABLE RATE RIDER is made this 14th day of December 1983, 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 Adjustable Rate Note to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

Lot 4, Farrington Drive, Greenville, South Carolina

(Property Address)

The Note Contains Provisions Allowing for Changes in the Interest Rate. Increases in the Interest Rate MAY Result in Higher Payments. Decreases in the Interest Rate MAY Result in Lower Payments.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

## A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an Initial Rate of Interest of 11.250%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

### (A) Change Dates

Beginning in 1984, the rate of interest I will pay may change on the first day of the month of July, and on that day every  6th  12th  30th  60th (Check only one box) month thereafter. Each date on which the rate of interest could change is called a "Change Date."

### (B) The Index

Any changes in the rate of interest will be based on changes in the Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of  6 months  1 year  3 years  5 years as made available by the Federal Reserve Board, or  the "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" as made available by the Federal Home Loan Bank Board.

The Margin between my rate of interest and the Index Rate will be 2.25%.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

The first Index figure for this Note is 8.960%. It is called the "Original Index."

The most recently available Index figure as of the date 45 days before each Change Date is called the "Current Index."

### (C) Calculation of Changes

Before each Change Date, the Note Holder will determine any change in my rate of interest. The Note Holder will calculate the amount of the difference, if any, between the Current Index and the Original Index. If the Current Index is higher than the Original Index, the Note Holder will add the difference to the Initial Rate of Interest. If the Current Index is lower than the Original Index, the Note Holder will subtract the difference from the Initial Rate of Interest. The Note Holder will then round the result of this addition or subtraction to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest I am required to pay.

The Note Holder will then determine the new amount of my monthly payment that would be sufficient to repay the outstanding principal balance in full on the maturity date at my new rate of interest in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

### (D) Payments

The payment change will occur every three years and will be limited to a 7½% increase of principal and interest at the end of the first three years. There will be no ceiling after any subsequent three year period as to principal and interest increases. Negative amortization may occur but at no time will the outstanding principal balance exceed 125% of the original loan balance.

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any 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 question I may have regarding the notice.

## B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

MLC 163 (3)

ADJUSTABLE RATE RIDER—Single Family 7/81—FNMA Uniform Instrument  
FIRST FEDERAL PLAN (3) 6 Months

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