

THIS CONDOMINIUM RIDER is made this 7th day of February, 19 83,
 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt
 thereon ("Security Instrument") dated of even date herewith, given by the undersigned therein "Borrower", to secure
 Borrower's Note to N. Barton Luck, Jr. as Nominee for the Trustees of U. S. Shelter, a
Massachusetts Business Trust (herein "Lender") and covering the Property described in the Security Instrument and
 located at: 925 Cleveland Street, Greenville, S. C. 29601
(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project
 known as Riverbend Horizontal Property Regime
(Name of Condominium Project)
 (herein "Condominium Project"). If the Owners Association or other governing body of the
 Condominium Project (herein "Owners Association") holds title to property for the benefit or use of its members or
 shareholders, the Property shall also be comprised of Borrower's interest in the Owners Association and the proceeds of
 such interest.

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

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association
 pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condo-
 minium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy, which is
 satisfactory in form to Lender, with a generally accepted insurance carrier on the Condominium Project and which provides
 insurance coverage in such amounts, for such periods, and against such hazards as Lender may require, including fire and
 hazards included within the term "extended coverage", then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of
 the premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is
 deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in such required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
 Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall
 be paid to Lender for application to the sums secured by the Security Instrument, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners
 Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in
 connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common
 elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds
 shall be applied by Lender to the sums secured by the Security Instrument in the manner provided under Uniform Covenant
 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written
 consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination
 required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or
 eminent domain;

(ii) any amendment to any provision of the declaration, by-laws or code of regulations of the Owners
 Association, or equivalent constituent documents of the Condominium Project (herein "Constituent Documents") which is
 for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Condominium Project
 Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by
 the Owners Association unacceptable to Lender.

F. Notice to Lender. In addition to notices required to be given Lender by the terms of the Security Instrument,
 Borrower shall promptly give notice to Lender of any material amendment to any provision of the Constituent Documents
 and also of any amendment to a material provision thereof. Examples of material provisions include, but are not limited to,
 those which provide for, govern or regulate: voting or percentage interests of the unit owners in the Condominium Project;
 assessments, assessment liens or subordination of such liens; the boundaries of any unit or the exclusive easement rights
 appertaining thereto; or reserves for maintenance, repair and replacement of the common elements.

G. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay
 when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument,
 including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Anderson Jones Smith, Jr.
 Anderson Jones Smith, Jr. Borrower

Borrower

RECORDED FEB 9 1983 at 2:08 P.M.

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