

The Citizens & Southern National Bank of S.C.

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23 day of April 19 84, and is incorporated into and shall be deemed to amend and supplement a Mortgage (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to The Citizens and Southern National Bank of South Carolina (herein "Lender") and covering the Property described in the security instrument and located at 1-E Park Heights Condominiums, Greenville, South Carolina 29601

(Property Address)
The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Park Heights (Name of Condominium Project) (herein "Condominium Project").

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 or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

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

- (i) Borrower's obligation under Paragraph Two (2) to maintain hazard insurance coverage on the Property is deemed satisfied; and
(ii) the provisions in Paragraph Two (2) regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions of Paragraph Two (2). For any period of time during which such hazard insurance is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty in the case of a taking by condemnation or eminent domain;
(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project including, but not limited to, any amendment which would change the percentage interests of the unit owners of the Condominium Project; or
(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. 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.

E. Borrower Obligations. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium project or Planned Unit Development, and constituent documents. In the event of conflict between the terms of the Mortgage and the terms of this Rider, the terms of the Rider shall prevail.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

[Signature]
Michael K. Bell Borrower

Borrower

RECORDED APR 24 1984 at 3:50 P.M.

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