

PLANNED UNIT DEVELOPMENT RIDER **OL 1687** PAGE **568**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31 day of OCTOBER, 1984
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to
BANKERS MORTGAGE CORPORATION (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:
534 Wentworth Street, Mauldin, S.C. 29662
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and
certain common areas and facilities, as described in WOODWIND TOWNHOUSES

(the "Declaration"). The Property is a part of a planned unit development known as WOODWIND TOWNHOUSES
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or
managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of
Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent
Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any
equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners
Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent
Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a
"master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage
in the amounts, for the periods, and against the hazards Lender requires, 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 yearly 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 required hazard insurance coverage provided by the master
or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be
paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess 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 or the common areas and facilities of the
PUD, 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 as provided in 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 PUD, 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;

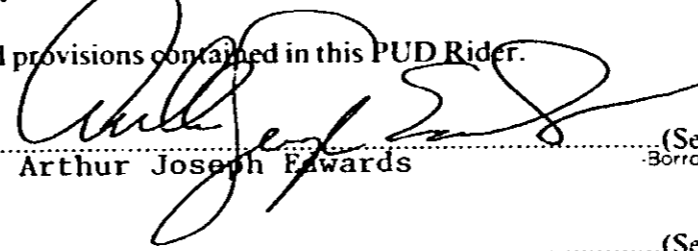
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit
of Lender;

(iii) termination of professional management and assumption of self-management of the 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. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any
amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security
Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of
disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


Arthur Joseph Edwards (Seal)
Borrower

..... (Seal)
Borrower

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