ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 12th day of January 1984, 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 N. Barton Tuck, Jr., as Nominee for the Trustees of U. S. Shelter,

a Massachusetts Business Trust (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

925 Cleveland Street, Greenville, South Carolina 29601 (Property Address)

The Note Contains Provisions Allowing for Changes in the Interest Rate. Increases in the Interest Rate will Result in Higher Payments. Decreases in the Interest Rate will 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 10.5 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments as follows:

(A) Change Dates

Beginning in 1989, the rate of interest I will pay may change on the 1st day of the month of February. The date on which the rate of interest could change is called a "Change Date."

(B) The Index

Any change in the rate of interest will be based on changes in the Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of five (5) years as made available by the Federal Reserve Board.

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 11.50 %. It is called the "Original Index."

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

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(C) Calculation Changes

Before the 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 plus 3% to the Initial Rate of Interest. If the Current Index is lower than