The first Index figure for this Note is 12.080 % rounded up to the nearest 1/8%. It is called the "Original Index". "Change Date" is the date the rate of interest on this note will be changed in accordance with 4(B) below.

The term "Current Index" is the last available index figure made available by the Federal Reserve Board immediately prior to the Change Date.

(B) Setting the New Interest Rate

Interest Rate Changes on Change Date and Thereafter

To set my new interest rate on the Change Date and on each Change Date thereafter, the Note Holder will first determine the Current Index using the Index described in Section 4(A) above. The Note Holder will then round the Current Index figure to the next highest one-eighth of one percent (.125%). The Note Holder will then add Two & one-half percent (2.50 %) to the Current Index figure, as rounded. The result of this addition will be my new interest rate.

(C) Effective Date of Changes

The first Change Date will be the first day of August 1 , 1985 , and on that day of that month each year thereafter. The Note Holder will mail or deliver to me a notice of any changes in the interest rate and (if applicable) in the amount of my monthly payment before the effective date of any change. The notice will include the title, telephone number and address of a person who will answer any question I may have regarding the notice.

(D) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the interest rate and (if applicable) 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, telephone number, and address 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 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 (b) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice."

C. NOTICE

Uniform Covenant 20 of the Security Instrument is amended to read as follows:

"20. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein."

D. UNIFORM MORTGAGE: GOVERNING LAW; SEVERABILITY

Uniform Covenant 22 is amended to read as follows:

"22. Uniform Mortgage; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable."

E. NO FUTURE ADVANCES

Non-Uniform Covenant 31 of the Security Instrument ("Future Advances") is deleted. J.J.B. N.L.B.

F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits; then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

G. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph G) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. In such event, Borrower shall not have the right to reinstate.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

X James J. Baldwin (Seal)
James J. Baldwin —Borrower

X Nancy L. Baldwin (Seal)
Nancy L. Baldwin —Borrower

(Seal)
—Borrower

(Sign Original Only)

Filed for record in the Office of the R. M. C. for Greenville County, S. C., at 3:43 o'clock P/M, Aug. 3, 1984 and recorded in Real Estate Mortgage Book 1676 at page 5

R.M.C. for G. Co., S. C.

RECORDED AUG 3 1984 at 3:43 P/M

$66,400.00

Equitable Bankers, Inc.

MAULDIN & ALLISON

2534 Rev. 2/82)