Changes In Interest Rate:

The interest rate may increase or will decrease from the Initial Rate [illegible] to the Adjusted Rate at the end of each Rate Period. No single change in the interest rate will be more than two percentage points. There will be no change in the interest rate if the amount of change of the index is less than [illegible] of one percentage point. Decreases in the interest rate resulting from decreases in the Index will always be automatic within the rules for maximum and minimum changes. Increases resulting from increases in the Index may be postponed at Holder's option. If Holder postpones an interest rate increase, Holder may take it at a later interest rate change date, unless doing so would conflict with the carryover rule.

THE INITIAL RATE OF INTEREST WILL NOT INCREASE OR DECREASE MORE THAN 6 PERCENTAGE POINT(S) DURING THE TERM OF THIS LOAN.

Carryover of Interest Rate Changes:

Changes in the Index not passed on to Borrower as changes in Borrower's interest rate will be carried over to the end of the next Rate Period. In addition to new Index changes, Index changes carried over may be passed on to Borrower at the end of Borrower's next Rate Period as a change in Borrower's interest rate. Holder may not pass these carryovers on to Borrower to the extent that they have been offset by an opposite movement in the Index as of that date.

Changes in Monthly Installment:

Upon the increase or decrease in the rate of interest, each monthly installment then payable shall be increased or decreased to the amount which, when rounded to the next highest dollar amount and paid in equal monthly installments, will result in full payment of the then unpaid principal balance together with all interest on said balance within the original term of this loan. The increase or decrease in the monthly installment shall become due on the 1st day of the calendar month following the effective date of the new Rate Period.

Notice of Interest Rate Changes:

Borrower will be sent notice of any rate change at least 30 days before it becomes effective. The notice will explain how the index has changed and how Borrrower's interest rate and payment schedule will be affected. This notice will also be sent whenever Holder postpones an interest rate increase Holder is permitted to take and also when the Index has not changed at a rate adjustment date. All interest rate changes will be based on Index information available at the time the notice is sent, rather than when the rate change goes into effect.

Loan Assumption:

Borrower's Adjustable Rate Loan may not be assumed by a purchaser of the real property collateral without Holder's consent. If assumption is allowed, Holder has the right to change the loan terms including the interest rate, upon assumption, and Holder may also require the purchaser to pay certain charges including assumption fees.

Extension of Term:

Under no circumstances will the term of this loan or the total number of payments be extended or decreased as a result of the change in the interest rate as provided herein; provided, however, there may be a prepayment as provided below.

Borrower may prepay without penalty the indebtedness evidenced hereby in whole or in part at any time. Any prepayment will be applied to the outstanding principal balance after payment of all interest through the date of such prepayment. Any such partial prepayment shall not postpone the due date or change the amount of any subsequent monthly installment unless the Holder of this Note shall otherwise agree in writing.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this Mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a sum as attorneys' fee as set out in said Note which shall be secured by this Mortgage, and shall be included in judgment of foreclosure.

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL CONDITION: If the total amount of the debt, interest, advances and other sums secured hereby are paid in full in accordance with the terms of the above-mentioned Note and this Mortgage, this conveyance shall be null and void and title shall revest as provided by law. If, however, there shall be a default in the performance of any of the covenants, terms and conditions of this Mortgage or under the Note or any advance secured hereby, all sums owing to Mortgagee hereunder or under said Note, regardless of maturity and without notice, shall immediately become due and payable at the option of Mortgagee and Mortgagee may foreclose this Mortgage by judicial proceedings.

IN WITNESS WHEREOF, this Mortgage has been duly signed, sealed and delivered by Mortgagor the day and year first above written.

Kimberly F. Newton

Leonard E. Shedd, Jr. (SEAL)

Martha C. Shedd (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me Kimberly F. Newton and made oath that (s) he saw the within-named Leonard E. Shedd, Jr. and Martha C. Shedd sign, seal, and as their act and deed, deliver the within - written Mortgage of Real Property; and that (s) he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 25th day of February, 19 83

(L.S.)
Notary Public for South Carolina
My Commission Expires: 7/29/90

Kimberly F. Newton

(CONTINUED ON NEXT PAGE)