

Exhibit B  
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P R O M I S S O R Y   N O T E

\$1,400,000.00

May 25, 1981  
Greenville, South Carolina

FOR VALUE RECEIVED, the undersigned promises to pay to CENTRAL STATES COTTON CO., or order, at 3797 New Getwell Road, Memphis, Tennessee 38118, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of ONE MILLION FOUR HUNDRED THOUSAND (\$1,400,000.00) DOLLARS, together with interest thereon from April 29, 1981 until maturity at the rate of TWELVE (12%) per cent per annum, said principal and interest being payable in ONE HUNDRED TWENTY (120) installments as follows:

A. BEGINNING on the 1st day of June, 1981 and continuing on the 1st day of each month thereafter, up to and including the 1st day of May, 1982, the sum of FOURTEEN THOUSAND SEVEN HUNDRED FIFTY-SIX (\$14,756.00) DOLLARS; provided, however, in the event that the rentals due by Tenants of the mortgaged premises (without regard to collection) in any month during this period shall be less than \$14,756.00. such payments shall be calculated on each payment date ("calculation date") and shall be the lesser of the difference between (i) the product of \$14,756.00 X the number of months elapsing between May 1, 1981 and the calculation date or (ii) the cumulative monthly rentals due by such Tenants during the period between May 1, 1981 and the calculation date.

PROVIDED, however, to the extent the principal and interest payments due as above provided by the undersigned for the months of June 1981 through May 1982 are less than ONE HUNDRED SEVENTY-SEVEN THOUSAND SEVENTY-TWO (\$177,072.00) DOLLARS, such deficiency shall bear interest at the rate of

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