

The unpaid principal balance of the amount so advanced under this Note, with all unpaid and accrued interest thereon, shall be due and payable on January 15, 1976. Anything to the contrary notwithstanding the interest rate payable hereunder shall be reduced to four per centum per annum (4%) over the higher of "Prime rate" or "Commercial paper rate" as herein defined upon the Promisor furnishing to Realty Growth Investors a permanent loan commitment for an amount not less than the amount of the loan evidenced by this Note issued by a financial institution acceptable to Realty Growth Investors. The permanent loan commitment so obtained must be assignable to Realty Growth Investors and must be in form and substance satisfactory to Realty Growth Investors.

Upon completion of construction and upon 60 days' prior written notice to the holder of this Note of intention to make prepayment, and provided there is then no default under this Note or the Deed to Secure Debt and Security Agreement securing this Note or under any other instrument evidencing or securing this Note, Promisor may prepay the entire principal balance then outstanding on the first day of any month.

Promisor promises to pay at the option of the holder of this Note, a "late charge" equal to five percent (5%) of the aggregate monthly payment required by this Note, if such payment is made more than fifteen (15) days after the due date thereof.

In the event Promisor shall fail to make any one or more payments on account of interest or of principal, when the same shall become due and payable, as is herein or in the Deed to Secure Debt and Security Agreement securing this Note provided, Promisor shall pay to the holder of this Note interest on any overdue payment of principal, and interest on any overdue payment of interest, charges and premiums at the rate of one per centum (1%) per annum above the rate otherwise payable under the terms of this Note, from the date the same shall become due and payable until the date paid.

All payments of principal, interest and premium shall be made during regular business hours at the principal office of the holder of this Note at its address hereinbefore set forth or at such other place as the holder of this Note may from time to time designate in writing and shall be made in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public or private debts, provided however that any payment of principal and interest received after one o'clock P.M., E.S.T. shall be deemed to have been received by the holder of this Note on the next business day and shall bear interest accordingly. Any payment tendered other than in coin or currency as aforesaid shall be accepted by the holder of this Note subject to collection, and interest shall accrue until the business day on which good funds are available for immediate use by holder of this Note on or before one o'clock P.M., E.S.T. of said business day.

Should any installment of principal or of interest not be paid when due or should Promisor fail to comply with any of the terms or requirements of a Deed to Secure Debt and Security Agreement of even date herewith conveying title to real property located in Cobb County, Georgia as security for this indebtedness, or with the terms and conditions of any other instruments given to evidence or secure said indebtedness, then the entire unpaid principal sum evidenced by this Note, with all accrued interest thereon shall, at the option of the holder and without notice to Promisor, become due and payable and may be collected forthwith, time being of the essence of this Contract. It is agreed that the failure of the holder to exercise this right of accelerating the maturity of the debt, or indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or estop the holder from exercising such right.

In case this Note is collected by law or through an attorney-at-law, all costs of collection including fifteen (15%) per centum of principal and interest as attorneys fees, shall be paid by Promisor.

EXHIBIT "A"

*See*  
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