

VOL 1065 PAGE 956

The indebtedness evidenced by this Note is secured by a Mortgage dated May 31, 1984 and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

VOL 1075 PAGE 951

In the event that any applicable law limiting the amount of interest or other charges permitted to be collected on a loan is interpreted so that any charge provided for in this Note or in the Mortgage, whether considered separately or together with other charges, violates such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Noteholder in excess of the amounts permitted by applicable law shall be applied by Noteholder to repay the unpaid accrued interest account balance and then to reduce the principal of the indebtedness evidenced by this Note, or, at Noteholder's option, be refunded. Notwithstanding the above, no subsequent usury limitation imposed by any applicable law will affect the validity or enforceability of this Note.

Witness the hand(s) and seal(s) of the undersigned.

Craig K. Utesch (SEAL)  
Craig K. Utesch

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Property Address

(Execute Original Only)

\*\*\* When used in the mortgage securing this Note, "interest" includes any unpaid accrued interest account balance (defined in this Note as "Interest Balance"). Interest Balance shall not be deemed to be a future advance or part of the principal balance within the meaning of paragraph 21 of said mortgage.

1976

Craig K. Utesch  
Borrower(s)

A Certified True Copy  
W. Barclay Smith  
Notary Public for South Carolina  
My commission expires 8-31-87

38171

RECORDED JUN 1 1984 at 3:36 P.M.

Re-RECORDED AUG 3 1984 at 2:21 P.M.

3914

