

**EXHIBIT A**  
**SECOND SECURED NOTE**  
**GREENVILLE-OXFORD ASSOCIATES**  
**LIMITED PARTNERSHIP**

October 15, 1984

FOR VALUE RECEIVED, Greenville-Oxford Associates Limited Partnership, a Maryland limited partnership (the "Developer") hereby promises to pay on demand to Continental Casualty Company, an Illinois insurance company, its successors and assigns (the "Surety") at CNA Plaza, Chicago, Illinois 60685, or at such other place as the Surety may from time to time designate in writing, all amounts which Developer is obligated to pay to the Surety pursuant to that certain Reimbursement Agreement dated as of October 1, 1984, between the Developer and the Surety (the "Reimbursement Agreement") for any payments ("Advances") the Surety shall make under Surety Bond No. 1667130 (the "Surety Bond") issued to Treasurer of the State of South Carolina, as Trustee (the "Trustee") under that certain Bond Resolution adopted on October 26, 1984 (the "Indenture"), by the South Carolina State Housing Authority (the "Authority"), which Indenture has been accepted by the Trustee, to insure through October 1, 1996, the payment of the principal of or purchase price for, and interest on, the Multifamily Housing Revenue Bonds (Greenville-Oxford Associates Limited Partnership Project) of the Authority in the aggregate principal amount of \$5,430,000 (the "Bonds") and which are payable from moneys to be paid to and deposited with the Trustee by the Developer under that certain Loan Agreement dated as of October 1, 1984 (the "Loan Agreement"), by and between the Authority and the Developer and the First Secured Note (the "First Note") of the Developer in the principal amount of \$5,430,000 which First Note evidences the Developer's obligation to repay the loan of the Bond proceeds under the Loan Agreement.

The payment of this Note and the payment and performance of the Developer's obligations under the Reimbursement Agreement are secured by a Second Mortgage dated as of October 1, 1984 (the "Second Mortgage"), from the Developer to the Surety, on certain real estate in the County of Greenville, State of South Carolina, together with other properties, rights and interests of the Developer described therein (the "Mortgaged Property"), and is further secured by a Second Collateral Assignment of Leases and Rents and a Second Security Agreement from the Developer to the Surety, both of which are dated as of October 1, 1984 (which together with this Note, the Reimbursement Agreement and certain other documents and instruments securing this Note and the Reimbursement Agreement, and all supplements and amendments thereto and any financing statements filed in connection therewith, are referred to herein as the "Second Mortgage Documents"). Such Second Mortgage Documents set forth the rights, duties and obligations of the Borrower and are incorporated herein by this reference.

If the Surety shall make any Advance under the Surety Bond for which payment this Note is not made upon demand, the payment in default shall bear interest, from the date such Advance by the Surety until payment in full by the Developer at a rate per annum (computed on the basis of the actual number of days elapsed and a year of 365 or 366 days as the case may be) equal to 150% of the interest rate borne at the time by the Bonds (the "Default Rate"), and in the event of the occurrence of such default in