

tive actions within the thirty (30) day period and thereafter proceeds with due diligence in good faith to cure the default as promptly as possible, and (2) the Holder will not be materially prejudiced by such delay.

D. Irrespective of any other remedy to which the Holder is entitled, in the event any payment hereunder is not received by the Holder within ten (10) days of the due date hereof, the Holder shall be entitled to a late charge (which shall be due and payable upon demand) equal to five (5%) percent of such payment.

E. The invalidity of any provision of this Mortgage Note shall not affect the validity of any other provision hereof.

F. The acceptance after maturity of any payment with respect to this Mortgage Note shall not constitute a waiver of the right of Holder to demand the payment in full of any unpaid balance. No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single exercise of any right or remedy shall preclude Holder from the exercise of any other or further rights or remedies. The Debtor expressly waives demand, presentment, protest and notice of non-payment or dishonor, and agrees to remain bound hereby until all amounts due hereunder are paid in full, notwithstanding any extension of time for payment which may be granted, even though the period of extension be indefinite. In the event this Mortgage Note is placed in the hands of an attorney for collection, all expenses of Holder, including reasonable attorneys' fees, shall be added to this Mortgage Note and collected as a part hereof.

G. All documentary stamps of any nature required to be placed on this Mortgage Note or the mortgage securing the same shall be the sole and exclusive obligation of the Debtor; and this obligation shall survive the satisfaction of this Mortgage Note.

H. The Debtor reserves the right to prepay this Mortgage Note in whole or in part at any time without fee or penalty; provided, however, that amounts prepaid hereunder shall not be reborrowed; and partial prepayments of principal shall not reduce the amount of any monthly payment required hereunder.

GREENVILLE HOTEL ASSOCIATES  
LIMITED PARTNERSHIP, a South  
Carolina limited partnership  
(SEAL)

By:   
Its: General Partner

1690

1690