

The indebtedness evidenced by this Note is secured by a Mortgage dated November 21, 1984 and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note. \*\*\*

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~~

~~\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
Property Address (Execute Original Only)~~

MAXIMUM INTEREST RATES: The maximum interest rate that Lender may charge in loan years one (1) through five (5) is 16.50 %. The maximum interest rate that Lender may charge beginning in loan year six (6) and through loan year ten (10) is 17.00 %. Beginning in loan year eleven (11) until maturity, there is no limitation on the amount of interest that Lender may charge.

WITNESS the hand(s) and seal(s) of the undersigned:

W. Fairbank (SEAL)  
Rt. 7, Foothills Road  
Melissa F. Fairbank (SEAL)  
Greenville, S. C. 29609 (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.

W. Fairbank  
Borrower(s)  
Melissa F. Fairbank  
Borrower

RECORDED DEC 14 1984 at 11:10 A.M. 17939

RECORDED NOV 28 1984 at 3:06 P.M.

#16178

(WAM II with Rate Cap 6/15/84)

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