

NOTE

US \$ 49,400.00 Greenville, South Carolina
City
December 31, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay U. S. Shelter Corporation, a Delaware Corporation, or order, the principal sum of Forty Nine Thousand Four Hundred & no/100 Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 11.875 percent per annum. Principal and interest shall be payable at P.O. Box 10636, Charleston, SC 29411, or such other place as the Note holder may designate, in consecutive monthly installments of Five Hundred Three & 39/100 Dollars (US \$ 503.39), on the first day of each month beginning February 1, 1985. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on January 1, 2000. (Also principal\*)

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of four percent of any monthly installment not received by the Note holder within fifteen days after the installment is due.

Borrower may prepay the principal amount outstanding in full or in part without penalty. Prepayment in full may be made at any time. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

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

[Signature] (Seal)
Patrick Stack

Unit 13, Riverbend
925 Cleveland Street
Greenville, SC 29601 (Seal)
Property Address (Execute Original Only)

SOUTH CAROLINA—1 to 4 Family—5/79—FNMA/FHLMC UNIFORM INSTRUMENT
(with demand feature)

\*then due will be approximately \$42,726.98

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

RECORDED DEC 31 1984 at 4:57 P.M.

19636

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4328-11-21