

MORTGAGE NOTE

\$408,000.00

Greenville, South Carolina
December 5, 1979

FOR VALUE RECEIVED, the undersigned promises to pay to the order of J. E. FONTAINE and F. T. RICE, Partners, d/b/a CHICK HAMPTON COMPANY, the principal sum of FOUR HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS, (\$408,000.00), with interest thereon at the rate of eight (8%) per cent per annum. Payments shall be as follows:

On or about January 1, 1980, the sum of \$50,000.00 without interest.

On or about January 1, 1981, the sum of \$85,850.00 with interest thereon from date.

On or about January 1, 1982, the sum of \$86,700.00 with interest thereon from date.

The principal amount of \$185,450.00 including interest thereon as hereinabove provided shall be amortized by equal monthly payments over a 25-year term commencing on January 1, 1980, and on the first day of each successive month thereafter until paid. A balloon payment of any accrued interest and the remaining principal balance due hereunder shall be due and payable on the tenth anniversary.

Payments shall be applied first to interest accrued on the principal balance from time to time, and the remainder of each payment shall be credited to the reduction of the principal thereof.

There shall be no premium or penalty for prepayment, in whole or in part, of the obligation hereby represented at any time prior to maturity; provided, however, no prepayment is allowable prior to January 1, 1980.

All installments of interest and principal are payable at the offices of the payee in the City of Greenville, South Carolina, or at such place as the holder hereof may designate in writing, in lawful money of the United States of America. If any of said installments of interest and principal shall not be paid when due and shall remain in default for a period of more than fifteen (15) days following written notice of default given to Maker at 4601 West Kennedy Boulevard, Suite 123, Tampa, Florida 33609, with copy to BRYAN M. THOMAS, P. O. Box 1666, Orlando, Florida 32802, then the entire sum and accrued interest shall become due and payable at the option of the legal holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

This Note, with interest, is secured by a Mortgage on real estate, of even date herewith, made by the Maker in favor of the said payee, and shall be construed and enforced according to the Laws of the State of South Carolina. The terms of said Mortgage are by this reference made a part hereof.

It is further agreed that the maker shall pay all costs of collection, including a reasonable attorney's fee, on failure to pay the principal of the Note or any interest thereon at maturity. If in default, this Note will bear interest at the highest rate allowed by law.

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