

provided, however, the interest payment in paragraph (ii) shall cease or be decreased by the holder of this note to the extent that the comparable participation charge in the underlying note with Metropolitan Life Insurance Company is reduced or eliminated.

"gross receipts" shall mean the gross amount of payments made as rent, fees, charges or otherwise for the use or occupancy of any part of the property conveyed or encumbered as security for the payment of this Note or for any services, equipment or furnishings provided in connection with such use or occupancy, whether such payments be made to the Maker or to any other person or entity whatsoever, excepting payments made to a sublessor unrelated to and unaffiliated with the undersigned and who leased from the undersigned a portion of said property for the purpose of occupying the same. Neither the obligation to pay additional interest nor the manner herein prescribed for the computation of the amount of such additional interest shall constitute the Holder and the Maker as partners or joint adventurers, and the term "payments" shall include cash and the cash value of any property or other consideration given in lieu of and in addition to each. The obligation of the Maker to make the payment of the additional interest as provided in this paragraph is expressly limited so that the aggregate amount of all interest on this note charged to the Maker or accruing hereunder for any year shall never exceed the rate of 18%;

Payment of the obligation evidenced by this note is secured by a wrap-around mortgage executed this date by Steven M. Rayman, as Mortgagor in favor of T. Walter Brashier, as Mortgagee, on certain real property described as follows, to-wit:

All that parcel, piece, or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, more particularly described as follows:

BEING PARTICULARLY shown on plat of property of Yorktown of Greenville Limited Partnership prepared by Jones Engineering Service dated January 27, 1965, said plat being recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book III, page 53, and having, according to said plat, the following metes and bounds, to-wit:

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