

other agreement between the parties, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the maximum limit of such validity and if for any circumstances whatsoever, the holder of this Note shall ever receive interest, the amount of which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. This provision shall control every other provision of all agreements between Maker and Payee of this Note.

This Note may not be changed, modified or terminated orally, but only by agreement or discharge in writing and signed by the party who is the owner and holder of this Note at the time enforcement of any waiver, change, modification, or discharge is sought.

This Note and all transactions hereunder are secured by a Mortgage of even date herewith on real estate therein described situated in Greenville County, South Carolina.

Notwithstanding any other provision hereof to the contrary, the holder hereof may at any time subsequent to September 1, 1990, upon giving not less than one hundred eighty (180) days prior written notice to Maker of its intention to do so, demand full payment of the then outstanding principal balance hereof together with accrued but unpaid interest thereon, in which case said amounts shall be due and payable in full upon such demand.

IN WITNESS WHEREOF, the Maker has executed and delivered this Note the day and year first above written.

KOGER PROPERTIES, INC.

By: _____
President

Attest: _____
Secretary

RECORDED AUG 21 1990 at 1:00 PM

(CORPORATE SEAL)

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