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The indebtedness evidenced by this Note is secured by a Mortgage dated ______, 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.	Allen All-1	(SEAL)
	R. Glenn Hilliard	(02.12)
28 Boxwood Lane		(SEAL)
Greenville, S. C. 29601		(SEAL
Property Address	(Execute Original Only)	

"interest" includes any unpaid accrued interest arralance (defined in this Note as "Interest Balance shall not be deemed to be a futurence or part of the principal balance within the meaning paragraph 21 of said portgage.

Borrower(s)

37953