

0700

NOTE — Lathan, Smith & Barbare, P.A., Greenville, S.C.

\$ 155,000.00

Greenville, S. C. December 30, 1983

FOR VALUE RECEIVED Lynn F. Schwebach and Jere M. Wagner, jointly and severally  
Haywood Mall, Inc., a Georgia Corporation and Bellwether Properties, L.P.,  
promise to pay to a New York limited partnership, a joint venture doing business under the  
name of Haywood Mall Associates

or order, the sum of One Hundred Fifty-Five Thousand and No/100 (\$155,000.00) DOLLARS.  
due and payable on or before December 30, 1985, or the commencement of construction  
on the site, whichever event occurs first, together with interest upon said sum at  
the rate of eleven percent (11%) per annum until paid. Interest upon the principal  
balance shall be due and payable on June 30, 1984, December 30, 1984, June 30, 1985,  
and on December 30, 1985, the entire principal and accrued interest balance shall be  
due and payable in full,

with interest thereon from date at the rate of 11

per centum per annum, to be computed and paid as set forth above

until paid in full; all interest not paid when due to bear interest at ~~the rate of~~ 15% per annum.

AND we hereby agree that if at any time any portion of said principal or interest shall be  
past due and unpaid, the whole amount evidenced by this note shall, at the option of the holder thereof,  
become immediately due, and said holder shall have the right to institute any proceedings upon this note and  
any collaterals given to secure the same for the purpose of collecting said principal and interest, with costs  
and expenses, and of protecting any security connected herewith.

AND we further agree hereby that if any part of the money due hereon be not paid when  
due, or if this note be placed in the hands of an attorney for collection, or if this debt or any part thereof be  
collected by an attorney or by legal proceedings of any kind, a reasonable attorney's fee, besides all costs  
and expenses incident upon such collection, shall be added to the amount due upon this note, and be collec-  
tible as a part thereof.

Lynn F. Schwebach (SEAL)  
Lynn F. Schwebach

Jere M. Wagner (SEAL)  
Jere M. Wagner

\_\_\_\_\_ (SEAL)

20908

RECORDED JAN 4 1984 at 4:09 P.M.

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