VARIABLE/ADJUSTABLE INTEREST RATE

NOTE

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NOTICE TO BORROWER:

This Note contains provisions for changes in the interest rate every three (3) months and in the amount of the monthly payments every sixty (60) months over the term of this Note. Interest will be calculated on unpaid principal and on unpaid accrued interest.

us \$ 153.000.00

Greenville South Carolina

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay WACHOVIA MORTGAGE COM-PANY ("Lender"), or order, the principal sum of _One_Hundred_Fifty-Three_Thousand_and_ No/109 (\$153,000,00) ----- Dollars, with interest (computed on the basis of a three hundred and sixty [360] day year composed of twelve [12] months of thirty [30] days each) on the unpaid principal balance from the date of this Note and on accrued interest which remains unpaid for a term exceeding one (1) calendar month (as represented by the unpaid accrued interest account balance ("Interest Balance")), at the initial rate of <u>twelve</u> and 625/1000----==== percent (====12.625%) per annum, which rate shall be changed during the term of this Note as provided for hereinafter. Principal and interest shall be payable at the offices of Wachovia Mortgage Company, Winston-Salem, N.C., or such other place as the noteholder may designate, in __360 consecutive monthly installments payable on the first day of each month. The first sixty (60) monthly installments shall be in the amount of One Thousand Five Hundred Seventy-Three and 78/100--amount of sales and sales (US \$ 1.573.78-----) beginning October 1 1984 and continuing thereafter until the first sixty (60) monthly installments have become due and payable (hereinafter collectively referred to as "Initial Monthly Installments"). In the event the rate of interest shall have been changed prior to the due date of the sixty-first (61st) monthly installment or at any time thereafter during the term of this Note, the monthly installments will be changed at such times and in such amounts as provided for hereinafter. Monthly installments, as may be subsequently changed in amount, shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable in a Balloon Payment on _ September 1, 2014_ __("Maturity").

CHANGES IN MONTHLY INSTALLMENTS: The monthly installments provided for hereinabove will be changed in amount every sixty (60) months in the event that the monthly installments, if unchanged, will not repay in full in substantially equal monthly installments the remaining unpaid principal balance, the Interest Balance and all interest to be earned in the future over the remaining term of the Note. The first monthly installment change, if necessary, will occur on the first day of _____October___ subsequent monthly installment changes will occur on that anniversary date each succeeding fifth (5th) year. (Each date on which the amount of subsequent monthly installments will be subject to change is referred to herein as the "Change Date"). Subject to the limitations on the change in the amount of the monthly installments set out below, the amount of the monthly installments will be adjusted on each Change Date to an amount which will repay in full in substantially equal installments over the remaining term of the Note: (i) the remaining unpaid principal balance, (ii) the Interest Balance, and (iii) all interest to be earned in the future over the remainder of the term of the Note at an interest rate equal to the average of the interest rate established for the Calendar Quarter in which the Change Date occurs and the interest rates established pursuant hereto for each of the previous seven Calendar Quarters. In no event shall any change (except on the last Change Date) increase or decrease the amount of the monthly installment in excess of twenty-five percent (25%) of the amount of the monthly installment that last became due and payable immediately prior to the Change Date.

(WAM II with Rate Cap 6/15/84)

(continued)