

"EXHIBIT A"

6,000 Greenville, S.C. 12/13 1974 10/11/81 Rate 8% No. 151730

FOR VALUE RECEIVED the undersigned (jointly and severally if more than one) promise to pay the sum of Ten thousand and 00/100 DOLLARS

to FIRST PIEDMONT BANK AND TRUST COMPANY, or order, payable at its offices in Greenville, South Carolina, to be paid as follows:

( ) On demand. Subject to the right of the bank at any time to demand payment of said note, the interest will be billed and due the 30th day of March, June, September, December. The interest rate shall be

providing however, that the interest rate shall never exceed the maximum amount allowed by South Carolina Law.

90 days days after date of this note, the maturity date being July 31 1974

( ) equal payments of \$ \_\_\_\_\_ beginning \_\_\_\_\_ 19 \_\_\_\_\_

and continuing on the same date of each succeeding month.

Interest at the rate of 8 per cent per year after maturity or upon acceleration is to be paid together with all costs of collection including a reasonable attorney's fee if collected by legal action or through an attorney-at-law. In the event any payment of either principal and/or interest is in default for 10 or more days, the customer agrees, at the option of the Bank, to pay a delinquency charge of 5 per cent of such payment, or \$5.00 whichever is less. The undersigned have deposited with the said Bank (which from shall include any Holder) as collateral security for the payment of this or any other liability or liabilities of the undersigned to the Bank, due or to become due, or which may hereafter be contracted or existing, including promissory notes, bills of exchange and other evidences of indebtedness made, endorsed or accepted by any of the undersigned, and purchased or owned by the Bank, the following property, to wit:

Real Property Agreement

And it is agreed that any and all proceeds, additions, accretions and substitutions or any other after acquired property in respect to the above property shall likewise be held as collateral hereunder as if the same had been included in the above description. If, with respect to any collateral in the form of investment securities, a stock dividend or dividend representing distribution of capital assets is declared or any stock split-up made or right to subscribe is issued, all certificates for the shares representing such stock dividend or stock split-up or right to subscribe will be immediately delivered, duly endorsed, to the holder as additional collateral. The undersigned further agrees from time to time to pledge and deliver to the holder hereof additional collateral satisfactory to the Bank, should the aggregate market value of any collateral pledged hereunder at any time decline or should any such collateral fail to conform to legal requirements, or should the Bank in good faith deem it necessary. The undersigned also hereby agrees that all property of the undersigned at any time coming into the possession of the bank and also any liability of any deposit account of the undersigned with the bank shall constitute additional collateral for this or any other liability or liabilities of the undersigned to the bank and that payment and discharge of this note does not discharge any collateral held hereunder so long as there exists other liabilities direct or indirect of the undersigned to the bank. At the option of the holder hereof, all amounts evidenced by this note, whether due or to become due, and all other debts and obligations, whether direct or contingent, of the parties to this note and owing to the Holder of this note, shall immediately become due and payable without demand or notice upon the occurrence of any of the following events, and each of such occurrences or events shall constitute a default hereunder:

The failure to make any payment of principal or interest due hereunder, or to deliver to the Bank, after demand, additional collateral as set forth above, or to perform any other duty called for herein or by any other obligations secured hereby; or if the Bank in good faith deems that the prospect of payment for performance by any Obligor is impaired, or the death, disability, termination of existence, business failure, reorganization or major sale of assets by any Obligor, or if any Obligor hereon is reasonably believed by the Bank to be insolvent or makes a general assignment for the benefit of creditors, or upon the filing of any voluntary or involuntary petition by or against any Obligor under any provision of any Bankruptcy or insolvency laws, or if a receiver or trustee is appointed for the property and assets of any such Obligor, or any part thereof, or if any judgment is entered against any such Obligor, or if any levy, attachment or garnishment is issued or any lien filed against the property of any such Obligor, or if any such Obligor fails to meet at maturity any liability to the Bank.

Upon the occurrence of any such event, any Holder hereof shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as passed and amended in South Carolina and under all other applicable law, including but not limited to, the right to sell, assign and deliver or otherwise dispose of the whole or any part thereof, or any substitutes therefor, or any additions thereto at public or private sale; to sell or use upon or otherwise make collection of notes or checks in action deposited and sell or foreclose mortgages or liens securing them; and to do anything and everything that may be useful or necessary in order to realize upon the said property, and to charge the full amount unpaid on this note, whether due or not, against any deposit account general or special of any Obligor hereon on the books of the Bank, or against any credit accounts or items of credit belonging to any Obligor or against any indebtedness on the part of the Bank to any Obligor, such rights to be available to the Bank with respect to all securities or property being sent to it for the account of the undersigned as soon as same are put in transit to it by mail, carrier or otherwise. Each such right and remedy is cumulative and not exclusive. Any notice of sale, lease, or other intended disposition of the collateral required by law shall be mailed, postage prepaid, to the Debtor at the address specified herein or at such other address furnished to the Holder by the Debtor at least five (5) days prior to such action, and such notice shall constitute reasonable notice to the Debtor.

The Bank may at its option, with or without notice, before or after maturity sue for, collect, or make any compromise or settlement it deems desirable with reference to the collateral held hereon by the Bank on any such collateral to make payment directly to the Holder under this note and the collateral, and any transferee shall have all the rights of the Holder hereunder and the Holder shall be thereafter released from any liability with respect to any collateral so transferred; and/or vote any investment securities forming a part of the collateral. The Holder shall not be responsible for the validity or enforceability of the collateral and the undersigned will take any and all steps necessary to preserve any rights in the property against prior parties and the Holder shall not be bound to do so. No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right or remedy under this Note upon any subsequent default.

Each Obligor, jointly and severally, waives presentment for payment, protest and notice of dishonor and non-payment of this note. A failure to apply any balance of any deposit account on this note, or the substitution, surrender or release of any collateral, or the failure to exercise any right or power hereunder, shall not affect the liability of any Obligor hereon or release any of them from liability hereon, and the Bank may proceed against any Obligor hereon without first proceeding against any other Obligor hereon.

Each Obligor hereon expressly consents that from time to time, without notice to any of them, the Bank may extend in whole or in part the time for payment of this note, and any collateral now or hereafter held may be exchanged, substituted, compromised or surrendered entirely without releasing or relieving any of them from the liability to pay the full amount of the indebtedness. The term "Obligor" as used in this note shall mean all parties and each of them directly or indirectly obligated for the indebtedness which this Note evidences, whether as principal, maker, endorser, surety, guarantor or otherwise.

Insurance: Credit Life Insurance coverage is voluntary and not required for credit. Borrower(s), however, having first examined the cost of said insurance for the term of this transaction, as indicated adjacent hereto, voluntarily elects to purchase such insurance.

**PREPAYMENT:** In the event this loan is prepaid in full prior to maturity, the borrower(s) will receive a rebate of unearned interest, if any, as follows, except that no rebate will be made if such interest rebate is less than \$1.00, or if the finance charge earned at the time of the prepayment is less than \$5.00, then only the unearned interest in excess of \$5.00 shall be rebated. If the obligation is a single payment or demand note, the unearned interest will be rebated pro rata. If the obligation is payable in two or more installments, the unearned interest will be rebated under the Rule of 78.

Working Capital

Name: Tiffany Homes Inc.  
Address: P.O. Box 2366 Street B  
Greenville, S.C. 29616  
Telephone: \_\_\_\_\_

1. Proceeds	\$ 9862.67
2. Other Charges	
a. Documentary Stamps	\$ 4.00
b. Credit Life Insurance	\$ _____
c. _____	\$ _____
Total	\$ 4.00
3. Amount Financed	\$ 9266.67
4. FINANCE CHARGE	
a. Prepaid Finance Charge	\$ 133.33
b. Interest (if demand note, interest is calculated for a 6 month period using the rate stated above)	\$ _____
c. _____	\$ _____
TOTAL FINANCE CHARGE	\$ 133.33
5. Total of Payment	\$ 10,000.00
6. ANNUAL PERCENTAGE RATE	8.16 %

THE UNDERSIGNED BORROWER(S) ACKNOWLEDGE RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS NOTE AND DISCLOSURE STATEMENT.

Tiffany Homes Inc.  
By: [Signature]  
Ind: [Signature]

0582

4328 RV-2