NOTE

(Renegotiable Rate Note)

| (Renegotable Raise | | |
|--|---|--|
| 57,000.00 | Greenville | _ , South Carolina |
| | October 23 | , 19 <u>80</u> |
| FOR VALUE RECEIVED, the undersigned ("Borrower") SAVINGS AND LOAN ASSOCIATION, GREENVILLE, SOUTH FIFTY SEVEN THOUSAND | n the unpaid principal balance of annum until May 1, 1984. I Fast Washington Street in the Police as the Note Holder may 1 SEVEN & 45/100 The beginning May 1. I Loan Term'') on which date to | reperal from the date of this from the date of this fend of "Initial t, designate, in equal for 19_81, until |
| At the end of the Initial Loan Term and on the same day thre Renewal Loan Term thereafter, this Note shall be automatical conditions set forth in this Note and subject Mortgage, until the full. The Borrower shall have the right to extend this Note three(3)—years each at a Renewal Interest Rate to be determined teast ninety (90) days prior to the last day of the Initial Loan Renewal Loan Term ("Notice Period For Renewal"), in accordance is subject to the following provisions: | lly renewed in accordance with entire indebtedness evidenced by for nine (9). Renewed by the Note Holder and disclosure with the provisions here | the covenants and this Note is paid in the Loan Terms of osed to the Borrower, except for the final cof. |
| 1. The interest rate for each successive Renewal Loan decreasing the interest rate on the preceding Loan Te Average Mortgage Rate Index For All Major Lender published prior to ninety days preceding the commence and the Original Index Rate on the date of closing. Provi a successive Loan Term shall not be increased or decrease the interest rate in effect during the previous Loan Toriginal Interest Rate set forth hereinabove. | erm by the difference between the second of a successive Renewal I ided, however, the Renewal Integral of a more than 1_50F. Form nor more than five percents for each Renewal Loan Terms. | nounced or Loan Term, rest Rate for sercent from nt from the |
| determined as the amount necessary to amortize the out- the beginning of such term over the remainder of the n determined for such Renewal Loan Term. | nortgage term at the Renewar i | merest Nate |
| 3. At least ninety (90) days prior to the end of the Initial for the Final Renewal Loan Term, the Borrower shall b Interest Rate and monthly mortgage payment which slave in the event the Borrower elects to extend the indebtedness due at or prior to the end of any term during Note shall be automatically extended at the Renewal Interm, but not beyond the end of the last Renewal Lo | he advised by Kenewar Notice of the heat Re he Note. Unless the Borrower ng which such Renewal Notice nterest Rate for a successive Re | newal Loan repays the is given, the |
| 4. Borrower may prepay the principal amount outstar may require that any partial prepayments (i) be made o (ii) be in the amount of that part of one or more monthly principal. Any partial prepayment shall be applied againshall not postpone the due date of any subsequent mostick installments, unless the Note Holder shall other | nding in whole or in part. The in the date monthly installments y installments which would be a ainst the principal amount outs onthly installment or change the wise agree in writing. | applicable to tanding and e amount of |
| 5. If any monthly installment under this Note is not pa specified by a notice to Borrower, the entire principal thereon shall at once become due and payable at the op- shall not be less than thirty (30) days from the date st exercise this option to accelerate during any default by F If suit is brought to collect this Note, the Note Holder st and expenses of suit, including, but not limited to, re | I amount outstanding and acception of the Note Holder. The duch notice is mailed. The Note Borrower regardless of any prior shall be entitled to collect all reacesonable attorney's fees. | ate specified Holder may forbearance. sonable costs |
| 6. Borrower shall pay to the Note Holder a late clinstallment not received by the Note Holder within f. 7. Presentment, notice of dishonor, and protest arguarantors and endorsers hereof. This Note shall be the sureties, guarantors and endorsers, and shall be binding 8. Any notice to Borrower provided for in this Note shall | itteen (15) days after the fistance hereby waived by all make he joint and several obligation of upon them and their successors all be given by mailing such not | ers, sureties, of all makers, and assigns. ice addressed |
| to Borrower at the Property Address stated below, of designate by notice to the Note Holder. Any notice to the notice to the Note Holder at the address stated in the address as may have been designated by notice to Borrower and the state of the state o | or to such office address as be the Note Holder shall be given by first paragraph of this Note, or prodely a Renegotiable Rate Me | mailing such at such other |
| 9. The indebtedness evidenced by this Note is sectional attached rider ("Mortgage") of even date, with term entering is made to said Mortgage for additional rights as to atthis Note, for definitions of terms, covenants and con | cceleration of the indebtedness | evidenced by |
| Lot 35, Amberwood Lane | Joel Charging | |
| Adams Mill Estates | / | |
| Property Address | | |

1328 RV-2

~c