O)(

ωι

NOTE

SOR VALUE RECEIVED, the undersigned ("Borrower") promise (s) to pay			(Renegotiable K	ate Note)		
FOR VALUE RECEIVED, the undersigned ("Bottower") promise (s) to pay HOELITY FEBERAL ANNIOS AND LOAN ASSOCIATION, CREENVILLE, SOUTH CAROLINA, on order, the principal sum of the ST, 2000 percent get annum until APP 1. 28 depend of "Initial cost at the Original Increes Rate of 1. 2000 percent get annum until APP 1. 28 depend of "Initial cost the Original Increes Rate of 1. 2000 percent get annum until APP 1. 28 depend of "Initial Cost Temporal Programs on the Programs of the P	51,2	50.00		Greenvill	e, South Care	olina
15.1.20.00 15.20.00 15.20.00 16.20				October 30	, 19_	<u>80</u>
chist day 0 — 50.4 and a loaker indebachiess oxed by Borrower to the Note Holder, Harry, shall be due and payable, the old of the chist	51,250 ote at the	Original Interest Rate of	Dollars, with interes	ton the unpaid principal bal per annum until <u>Apr. 1</u> idelity Federal	ance from the date o . 1984end of "In Green ville	of this nitial
1. The interest rate for each successive Renewal Loan Term shall be determined by increasing or decreasing the interest rate on the preceding Loan Term by the difference between the National Average Mottgage Rate Index For All Major Lenders ("Index"), most recently announced or published prior to ninety days preceding the commencement of a successive Renewal Loan Term, and the Original Index Rate on the date of closing. Provided, however, the Renewal Interest Rate for a successive Loan Term shall not be intereased or decreased more than \$\frac{1}{2}\$ D_percent from the interest rate in effect during the previous Loan Term nor more than five percent from the Original Interest Rate set forth hereinabove. 2. Monthly mortgage principal and interest payments for each Renewal Loan Term shall be determined as the amount necessary to amortize the outstanding balance of the indebtedness due at the beginning of such term over the remainder of the mortgage term at the Renewal Interest Rate determined for such Renewal Loan Term. 3. At least ninety (20) days prior to the end of the Initial Loan Term or Renewal Loan Term, and Interest Rate and monthly mortgage payment which shall be in effect for the next Renewal Interest Rate and monthly mortgage payment which shall be in effect for the next Renewal Loan Term in the event the Borrower elects to extend the Note. Unless the Borrower repays the Note shall be automatically extended at the Renewal Interest Rate for a successive Renewal Loan Term, but not beyond the end of the last Renewal Loan Term provided for herein. 4. Borrower may prepay the principal amount outstanding in whole or in past. The Note Holder may require that any pastial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installment or chang	e first day incipal, i the end enewal L onditions II. The l 3 least nin	nterest and all other indebte of the Initial Loan Term aroan Term thereafter, this Note and sul Borrower shall have the riyears each at a Renewal Intery (90) days prior to the lastoan Term ("Notice Period	dness owed by Borrow and on the same day — lote shall be automati bject Mortgage, until t ght to extend this Neterest Rate to be determ t day of the Initial Lo	er to the Note Holder, if any, calendar y cally renewed in accordance the entire indebtedness eviden lote for l nined by the Note Holder and an Term or Renewal Loan	shall be due and parears from the end of with the covenant ced by this Note is presented to the Bor Term, except for the	yable. f each is and said in ms of rower
3. At least ninety (90) days prior to the end of the Initial Loan Termor Renewal Loan Term, except for the Final Renewal Loan Term, the Borrower shall be advised by Renewal Notice the Renewal Interest Rate and monthly mortgage payment which shall be in effect for the next Renewal Loan Term in the event the Borrower elects to extend the Note. Unless the Borrower repays the indebtedness due at or prior to the end of any term during which such Renewal Notice is given, the Note shall be automatically extended at the Renewal Loan Term postided for herein. 4. Borrower may prepay the principal amount outstanding in whole or in part. The Note Holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installment or change the amount of such installments, unless the Note Holder shall otherwise agree in writing. 5. If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder. The date specified shall not be less than thirty (30) days from the date such notice is mailed. The Note Holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note Holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attomey's fees. 6. Borrower shall pay to the Note Holder a late charge of five (53) percent of any monthly installment not received by the Note Holder within fifteen (15) days after the installment is due. 7. Presentment, notice of dishonor, and protest are hereby	l. dec Av pu an as th Or 2. de	The interest rate for each successing the interest rate on creasing the interest rate on crease. Mortgage Rate Indepolished prior to ninety days and the Original Index Rate or cuccessive Loan Term shall not interest rate in effect during inal Interest Rate set for Monthly mortgage principatermined as the amount necessive beginning of such term or	the preceeding Loan the preceeding Loan in For All Major Len preceeding the commente date of closing. Protection the previous Loan interest paymers and interest paymers the remainder of the certific the certific the remainder of the certific the certif	Term by the difference between the content of a successive Renewated, however, the Renewaters ovided, however, the Renewaters of the more than five the for each Renewal Locates and ingular balance of the information.	treen the National city announced or newal Loan Term, al Interest Rate for percent from percent from the can Term shall be ndebtedness due at	,
5. If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder. The date specified shall not be less than thirty (30) days from the date such notice is mailed. The Note Holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note Holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable autorney's fees. 6. Borrower shall pay to the Note Holder a late charge of five (5%) percent of any monthly installment not received by the Note Holder within fifteen (15) days after the installment is due. 7. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns. 8. Any notice to Borrower provided for in this Note shall be given by mailing such notice addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice to the Note Holder at the address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice to the Note Holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower. 9. The indebtedness evidenced by this Note is secured by a Renegotiable Rate Mortgage with attached rider ("Mortgage") of even date, with term ending March 1, 2011, and reference is made to said Mortgage for additional rights as to acceleration of the indebtedness evidenced by this Note, for delinitions of terms, covenants and conditions	3. fo In T in N T 4. n (i	At least ninety (90) days print the Final Renewal Loan Taterest Rate and monthly mode in the Born debtedness due at or prior to some but not beyond the entry require that any partial principal. Any partial prepay thall not postpone the due d	or to the end of the Initerm, the Borrower sha ortgage payment whice ower elects to extend the end of any term dextended at the Renewal principal amount out orepayments (i) be made art of one or more more ment shall be applied ate of any subsequent	Ill be advised by Renewal Not h shall be in effect for the not the Note. Unless the Bouring which such Renewal Sal Interest Rate for a success Loan Term provided for h standing in whole or in part le on the date monthly installathly installments which wou against the principal amount monthly installment or cha	ext Renewal Loan rower repays the Notice is given, the ive Renewal Loan erein. The Note Holder Iments are due and ald be applicable to not outstanding and	
installment not received by the Note Holder within filteen (15) days after the installment is due. 7. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors andendorsers, and shall be binding upon them and their successors and assigns. 8. Any notice to Borrower provided for in this Note shall be given by mailing such notice addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice to the Note Holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower. 9. The indebtedness evidenced by this Note is secured by a Renegotiable Rate Mortgage with attached rider ("Mortgage") of even date, with term ending March 1, 2011, and reference is made to said Mortgage for additional rights as to acceleration of the indebtedness evidenced by this Note, for definitions of terms, covenants and conditions applicable to this Note. Davidson Vaughn A General Partnership By: N. Dean Davidson 102 Edith Drive, Mauldin, SC By: James W. Vaughn 103 Lot 1	5 s d s e I a	b. If any monthly installment pecified by a notice to Borr hereon shall at once become shall not be less than thirty exercise this option to acceler If suit is brought to collect the and expenses of suit, included.	t under this Note is not ower, the entire prince due and payable at the (30) days from the date during any default is Note, the Note Holding, but not limited the Note Holder a late	ot paid when due and remains ripal amount outstanding and option of the Note Holder te such notice is mailed. The by Borrower regardless of ander shall be entitled to collect o, reasonable attorney's fees e charge of five (5%) perce	nd accrued interest. The date specified a Note Holder may prior forbearance. all reasonable costs.	·
9. The indebtedness evidenced by this Note is secured by a Renegotiable Rate Mortgage with attached rider ("Mortgage") of even date, with term ending March 1, 2011, and reference is made to said Mortgage for additional rights as to acceleration of the indebtedness evidenced by this Note, for definitions of terms, covenants and conditions applicable to this Note. Davidson Vaughn A General Partnership By: N. Dean Davidson Lot 74, Verdin Estates, 39: James W. Vaughn 102 Edith Drive, Mauldin, SC		installment not received by the Presentment, notice of a guarantors and endorsers he sureties, guarantors and endo 8. Any notice to Borrower proto Borrower at the Propert designate by notice to the Notice to the Notice to the Address as may have been decreased.	the Note Holder with dishonor, and protest reof. This Note shall be shall be bing ovided for in this Note Address stated belowed the Address stated in the address stated in esignated by notice to	in fifteen (15) days after the at are hereby waived by al be the joint and several oblig ding upon them and their such other address othe Note Holder shall be gitted the first paragraph of this Note Borrower.	Installment is due. I makers, sureties, ation of all makers, cessors and assigns ich notice addressed as Borrower may ven by mailing such ote, or at such other	
102 Edith Drive, Mauldin, SC By: James W. Vaughn		 The indebtedness eviden attached rider ("Mortgage") is made to said Mortgage fo this Note, for definitions of 	ced by this Note is a color of even date, with tentor additional rights as ferms, covenants and	ecured by a Renegotiable In ending March 1, 20 to acceleration of the indebted to acceleration applicable to the Davidson-Vaughn By: N. Dean Davi	edness evidenced by his Note. A General Paragon	r r
Total 11 - 11 - 11 - 11 - 11 - 11 - 11 - 11	 -			By: James W. Vaug	bry	
	102		din, SC	By: N. Dean David	lson, Individ	lually

JULY, 1280