

PROMISSORY NOTE

\$ 3782.75

Greenville, South Carolina

November 23 1971

FOR VALUE RECEIVED, We, the undersigned, jointly and severally promise to pay to the order of

HAROLD C. FOKLIN

the principal sum of Eight Thousand Seven Hundred Eighty-two and Seventy-five/100--Dollars (\$ 8782.75) and interest from date hereof at the rate of 10% per annum on the unpaid principal balances, in .60 consecutive monthly installments, which include interest, as follows: On the 1st day of January 1972, an amount of One Hundred Eighty-six and Sixty-three/100--Dollars (\$ 186.63) and thereafter on the same day of each and every succeeding month an installment of like amount as the first installment until the entire principal sum and interest are paid in full; provided, however, the final installment shall not exceed the unpaid principal balance and accrued interest. Each installment shall be applied first to the accrued interest and the remainder thereof to the unpaid principal balance.

This note is payable at the office of the above named Payee, in Greenville, South Carolina or such other place or places as the holder hereof may direct.

Time is of the essence hereof and in the event any installment or any part thereof, either principal or interest, is not paid on the date it becomes due, then the entire unpaid balance of this note shall, at the option of the holder hereof, immediately become due and payable without notice or demand, and failure on the part of the holder to exercise such option upon default shall not constitute a waiver or an estoppel to later declare a default, such right being a continuing one.

Makers, endorsers, and guarantors, jointly and severally, expressly waive demand and/or presentment for payment, notice of nonpayment, protest, notice of protest, and diligence in bringing suit against any party hereto and all of said parties consent that the time of payment may be extended from time to time either before or after maturity without notice to them and further consent that all or any part of the security for the payment hereof may be released without their approval and without notice to them. As makers, endorsers and guarantors, jointly and severally, further waive the benefit of our Homestead exemption, General Currency exemption, and all other State exemptions as to this debt.

A privilege is reserved and given to make additional payments on the principal of this note on the due date of any installment or prior to maturity. Such prepayment, however, shall be for the exact amount of such part or portion of any consecutive installment or the next ensuing monthly payments as would be applied to principal if these monthly payments were made when due. Any partial prepayment of principal shall not have the effect of suspending or deferring the monthly payments herein provided for, and the same shall continue to be due and payable on each due date subsequent to such partial payment of the principal and shall operate to effect full payment on the principal at an earlier date.

In the event, any installment remains unpaid for a period of five (5) or more days, the undersigned agrees to pay, in addition to said installment, an amount, not to exceed a sum equal to 5% of the amount of said delinquent installment to reimburse the holder for additional cost in handling delinquent accounts; provided however, the right of the holder to make said charge shall not prevent the holder hereof from declaring the entire unpaid balance immediately due and payable in the event of default at any time before the expiration of said five (5) day period.

If this note is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee.

This note is given to evidence the unpaid purchase price of that real estate described in, and is secured by the lien of, that deed of trust of even date herewith, on real estate described as follows: lot no(s) 574 on the Plan of GUINEVERE HEIGHTS, SECTION NO. 15 as of record in

Book 8, Page 149, Register's Office, Hawkins County, Tennessee.

1. Cash Price	\$ 9245.00
2. Cash Down Payment—Total Down Payment	\$ 462.25
3. Unpaid Balance of Cash Price (Item 1 minus Item 2)	\$ 8782.75
4. Other Charges	
Recording Fee	\$ 12.50 (Prepaid By Buyer)
Title Examination	\$ 25.00
Other (Specify)	\$ 0.0
Total of Other Charges	\$ 0.0
5. Amount Financed (Sum of Items 3 and 4)—Unpaid Balance	\$ 8782.75
6. FINANCE CHARGE (estimated)	\$ 2415.05
Total of Payments (Sum of Items 5 and 6)	\$ 11197.80
Secured Payment Price (Sum of Items 1, 4 and 6)	\$ 11660.05

This instrument shall be construed according to the laws of the State of Tennessee.

Each of the undersigned acknowledge receipt of a completed copy hereof.

ANNUAL PERCENTAGE RATE Ten (10) %

Address: 148 Calhoun Towers Greenville, South Carolina

Bernard L. Phillips VOILA B. PHILLIPS

Explicit & pay #1

QB#5

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4328-NV-2