ώc

æι

NOTE

(Renegotiable Rate Note)

| 5 64,600.00 | Greenville South Carolina |
|--|--|
| | <u>September 19</u> , 19 <u>80</u> |
| FOR VALUE RECEIVED, the undersigned ("Borrower") promise (s) to pay FIDELITY FEDERAL. SAVINGS AND LOAN ASSOCIATION, GREENVILLE, SOUTH CAROLINA, or order, the principal sum of Sixty-Four Thousand Six Hundred & No/100- Dollars, with interest on the unpaid principal balance from the date of this Note at the Original Interest Rate of 10.875 percent per annum until Dec. 1, 1983 (end of "Initial Loan Term") Principal and interest shall be payable at Fidelity_Federal_Savings_and | |
| consecutive monthly installments of Six Hundred Dollars (\$ 609.11), on the first day of each the first day of December 19.83 (end of principal, interest and all other indebtedness owed by Borr At the end of the Initial Loan Term and on the same day Repeated Loan Term thereafter, this Note shall be auton | month beginning <u>Dec. 1</u> , 19 <u>80</u> , until Initial Loan Term"), on which date the entire balance of ower to the Note Holder, if any, shall be due and payable. <u>three</u> calendar years from the end of each satically renewed in accordance with the covenants and |
| conditions set forth in this Note and subject Mortgage, unt full. The Borrower shall have the right to extend this | il the entire indebtedness evidenced by this Note is paid in Note for <u>nine</u> Renewal Loan Terms of rmined by the Note Holder and disclosed to the Borrower Loan Term or Renewal Loan Term, except for the final accordance with the provisions hereof. |
| 1. The interest rate for each successive Renewal I decreasing the interest rate on the preceeding Lo. Average Mortgage Rate Index For All Major I. published prior to ninety days preceeding the com and the Original Index Rate on the date of closing. a successive Loan Term shall not be increased or dethe interest rate in effect during the previous Lo | .oan Term shall be determined by increasing or an Term by the difference between the National enders ("Index"), most recently announced or mencement of a successive Renewal Loan Term. Provided, however, the Renewal Interest Rate for creased more than 1.50% percent from |
| Original Interest Rate set forth hereinabove. 2. Monthly mortgage principal and interest pay determined as the amount necessary to amortize the the beginning of such term over the remainder of determined for such Renewal Loan Term. | ements for each Renewal Loan Term shall be e outstanding balance of the indebtedness due at the mortgage term at the Renewal Interest Rate |
| 3. At least ninety (90) days prior to the end of the I for the Final Renewal Loan Term, the Borrower stands and the Interest Rate and monthly mortgage payment where Term in the event the Borrower elects to extendebtedness due at or prior to the end of any term Note shall be automatically extended at the Renewall and the last Ren | hall be advised by Renewal Notice of the Renewal ich shall be in effect for the next Renewal Loan and the Note. Unless the Borrower repays the during which such Renewal Notice is given, the wal Interest Rate for a successive Renewal Loan at Loan Term provided for herein. |
| 4. Borrower may prepay the principal amount or may require that any partial prepayments (i) be may feel in the amount of that part of one or more me principal. Any partial prepayment shall be applied shall not postpone the due date of any subsequents such installments, unless the Note Holder shall of | ede on the date monthly installments are due and onthly installments which would be applicable to d against the principal amount outstanding and a mount outstanding and a tomount or change the amount of 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 attorney'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 lifteen (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 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 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 ten is made to said Mortgage for additional rights as this Note, for definitions of terms, covenants and | m ending NOV • 1 • ZUIU , and reference to acceleration of the indebtedness evidenced by |
| Greer, S. C. 29651 | By: Alongs H. D. H. Alongs H. DeBruhl. individually |