

1573 1573

PROMISSORY NOTE
SECTION 312 LOAN

\$ 28,050.

Place: Greenville, South Carolina

Date: November 4, 1980

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the United States of America (herein called the "Government"), acting by and through the Secretary of Housing and Urban Development, or his successors, the sum or Twenty-Eight Thousand Fifty and No/100 ----- Dollars (\$ 28,050.00), and to pay interest on the unpaid principle amount of this Note from the date hereof, at the rate of Three per centum (3%) per annum, until paid. Both the principal of and interest on this Note are payable on the First Day of Each Month in 240 monthly installments, including both principal and interest, commencing with a payment of \$ 148.67 on December 1, 19 80, and of \$ 155.67 the First Day of Each Month for the remaining 238 months commencing on January 1, 19 81, with a final payment of \$ 118.55, in lawful money of the United States at the principal office of Aiken Speir, Inc., in Florence, South Carolina, or at such other places as shall be designated by the Government.

The undersigned reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to the interest due on the Note, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any. Except as provided below, all monthly installment payments on this Note shall be credited as of the due date thereof without adjustment of interest because paid either before or after such due date.

IN THE EVENT the undersigned shall fail to pay the interest on or principal amount of this Note when due, and if such failure be subsisting on the date the next installment payment under this Note becomes due and payable, the unpaid principal amount of this Note, together with accrued interest and late charges, shall become due and payable, at the option of the government, without notice to the undersigned. Failure of the Government to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal and interest so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If the interest on, and principal of, this Note are not paid during the calendar month which includes the due date, the undersigned shall pay to the Government a late charge of 1% per calendar month, or fraction thereof, on the amount past due and remaining unpaid. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments, but not to exceed 6% per annum.

IF suit is instituted by the Government to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs.

THIS NOTE is secured by a mortgage duly filed for record in RMC Office for Greenville County.

DEMAND, protest and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

Witness Janice Rhodes
Witness Patricia Becker

David L. Fortson [SEAL]
[SEAL]

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named promissor sign, seal and as the promissor's(s') act and note deliver the within note that (s)he, with other witness subscribed above witnessed the execution thereof.

Shown to be true on this 4th day of November 1980.

Patricia Becker (SEAL) Janice Rhodes
Notary Public for South Carolina
My commission expires: Nov. 15, 1983

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