

9. OBLIGATION OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due and to produce the Note. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Mortgage sets forth conditions, in addition to those contained in this Note, under which I could be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

"Transfer of the Property; Assumption. If all or any part of the Property or any legal, equitable or other interest therein is sold or transferred, voluntarily or involuntarily, without Lender's prior written consent, including without limitation, a sale by contract for deed, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Borrower covenants to notify Lender in writing prior to any sale or transfer described in the preceding sentence."

"If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by this Mortgage following acceleration of the debt secured hereby, without regard to the cure provisions of Paragraph 18 hereof."

"If Borrower shall have notified Lender in advance of any sale or transfer described in the first sentence of this Paragraph 17, as required hereby, and if Lender determines in its discretion that Borrower's intended transferee and the Property would qualify for a new loan in the amount of the unpaid balance of Borrower's existing loan, under Lender's underwriting criteria then in effect, and if Lender and such transferee enter into an assumption agreement satisfactory to Lender, which may provide for an assumption fee and adjustment of interest rate and other loan terms, then Lender shall not exercise its option to accelerate under this Paragraph 17 and shall release Borrower from further obligation under the Note and this Mortgage."

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

DAVID SCOTT HART (SEAL)
Borrower

CRISTAL HART (SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

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