

REAL ESTATE MORTGAGE

VOL 1855 PAGE 664

THE STATE OF SOUTH CAROLINA, GREENVILLE COUNTY, S.C.

BOOK 86 PAGE 1093

TO ALL WHOM THESE PRESENTS MAY CONCERN: Abrams Dicks and Dale Evans Dicks

of the County of Greenville, State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to Luthi Mortgage Co., Inc. hereinafter called the Mortgagee, and have given their promissory Note therefore bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 6820.00 together with interest on unpaid balances, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the

*Executed
Donnie S. Jenkins
5/24/70*

PROMISSORY NOTE

1. **Identification of Parties.** In this Promissory Note, the words "I", "me", "my", "mine", or their plural form, mean each and every person who signs this Promissory Note as Borrower. The term "Lender" means the Lender identified below or anyone to whom this Promissory Note is transferred or assigned.
2. **Applicable Law.** This Promissory Note shall be governed by the laws of the State of South Carolina, except as may be preempted by federal law.
3. **Security.** I understand that this loan is secured by a Mortgage signed this same date as this Note covering real estate as described in the Mortgage. I also give Lender a security interest in any proceeds of any insurance written or required in connection with this loan and in any refunds of unearned insurance premiums for such insurance.
4. **Promise to Pay.** In return for the loan that I have received, I promise to pay to Lender, at the address above or at a different address if so notified, the Amount Financed ("principal") shown above, together with interest from the Date Interest Begins to Accrue shown above, on the unpaid balance of that Amount Financed at the Annual Percentage Rate shown above.
5. **Payments.** I will pay principal and interest by making the number of payments in the amounts and on the dates as shown in the Payment Schedule above. If on the final payment date I will owe amounts under this Note, I will pay those amounts in full on that date. Lender will first apply payments received to the interest that has accrued since the prior payment, and then to the unpaid balance of the principal.
6. **Late Charge.** I understand that there is no penalty charge for late payments, but that, if I do not pay interest on the unpaid principal, the Finance Charge will be less if I make payments ahead of schedule, and the Finance Charge will be greater if I make payments later than scheduled.
7. **Prepayment.** I may make payments of principal in advance of a scheduled due date without penalty. When I make a prepayment, I will tell Lender in a letter that I am doing so. Lender will use my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due date or change in the amounts of my monthly payments unless Lender agrees in writing to those delays or changes, and Lender may require me to make the partial prepayment on the same day that one of my monthly payments is due, and may require any partial prepayment to be equal to the amount of principal that would have been part of my next one or more monthly payments. I may make a full prepayment at any time.
8. **Interest After Default.** If there is any unpaid principal balance remaining on the Final Payment Due Date of a later demand for payment in full or after judgment has been entered, I agree to pay interest on that balance at the Annual Percentage Rate shown above.
9. **Default.** If I do not make a payment by the date it is due, if I die, or if I fail to keep any promise or agreement in this Promissory Note or in any other instrument given as security for this loan, then I am in default. If I am in default, Lender may demand the following notice and opportunity to cure as required by law, immediate payment of the entire amount of the unpaid principal and accrued unpaid interest, and Lender may also exercise other legal rights, such as among others, taking possession of any property given as security, selling such property, and applying the money received from such sale to the amounts owed. If Lender tells this Promissory Note to an attorney (who is not Lender's employee, officer, or director) for collection, and legal action is taken against me, and the decision of the court is in Lender's favor, I shall pay a reasonable attorney's fee not to exceed 10% of the unpaid debt. I shall also pay to Lender all court costs and other collection costs which Lender actually incurs in connection with any collection activity.
10. **Actions by Lender.** Lender may accept late payments or partial payments, even though marked "payment in full", without losing any rights under this Note. Lender may be enforcing any of its rights under this Note without using them. Lender does not have to take the mand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), or (c) obtain an official certification of nonpayment (known as "protest").
11. **Credit Insurance.** I understand that credit insurance IS NOT REQUIRED in connection with this loan, and was not a factor in the approval of the extension of credit, and that I may obtain such insurance, if I want it, from any person I choose. If I have chosen to obtain credit insurance through Lender, then (a) my choice to obtain such credit insurance through Lender is indicated on a separately signed Insurance Notice, a copy of which has been given to me, and (b) the cost of such credit insurance is included within the Amount Financed shown above, and is shown on the separate Insurance Notice.
12. **Property Insurance.** I understand that property insurance MAY BE REQUIRED in connection with this loan, and this requirement is explained in the Mortgage accompanying this Note. Such property insurance is not available through Lender, and I may obtain it from any person I choose, or may apply existing coverage, except that Lender has the right to reject Lender's insurance coverage for reasonable cause.
13. **Responsibility of Persons Under This Note.** If more than one person signs this Note as Borrower, each of us is fully and personally obligated to pay the full amount owed and to keep all the promises and agreements made in this Note or in any other instrument given as security for this loan. Lender may enforce its right under this Note against each of us individually or against all of us together (known as "joint and several" responsibility). Any agreement to change the terms of this Note or release any security shall not release any Borrower who was not a party to such agreement, or who had no notice of such agreement, from full responsibility under this Note. Any person who signs this Note as a secondary borrower (known as "guarantors, sureties, and endorsers") shall be obligated under this Note to the same original extent as any person who signs as Borrower regardless of any changes agreed to by any Borrower or other secondary borrower, or any release of security.
14. **Waiver of Homestead and Exemption Rights.** To the extent permitted by law, I hereby waive and transfer to Lender any homestead or other exemption rights granted to me under applicable law.

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