

0319

NOTE

BOOK 1496

Date 319 Jan 15 19 80

202 Spring St.
(Street address of maker)

Greer
(Town)

S.C.
(State)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of
Southland Trane
(Name and Business Address of Contractor)

Five Thousand Four & 72/100ths Dollars \$5004.72
(Total of Payments)

Payable at the office of the payee designated above or such other location as the holder may designate in 84 monthly installments,
the first installment being \$9.58 and the remaining installments being \$ 59.58 each with any
unpaid balance due on the final payment due date

The first installment payable one month from the date of completion of certain property improvements made pursuant to a home improvement sales contract
between maker and contractor dated Jan. 15, 1980 unless a different first payment date is inserted here the remaining install-
ments thereafter payable on the date of each month

Payment of this note is subject to the terms of said home improvement sales contract between Maker and Contractor

Whenever 10% or more of any payment is not made within 10 days after due date, Maker agrees to pay late charges of five cents (\$05) per dollar or five dollars (\$5),
whichever is less, in addition to the regular installment. Maker agrees to pay reasonable attorney's fees not in excess of 15% of the amount due and payable under this note if this
note is referred to an attorney for collection, not a salaried employee of the payee of this note. Maker also agrees to pay reasonable expenses incurred by Holder in realizing
on Holder's security interest, if any.

If any installment on this note is not paid when due, the entire amount unpaid hereon, less unearned charges, shall become due and payable forthwith at the election
of the Holder of this note. Holder's failure to specifically enforce the terms of this Note shall not constitute an election, waiver, or estoppel by or against Holder.

In the event of prepayment in full, Maker will receive a refund of the unearned portion of the finance charge portion of this note, provided however, that the Holder may
retain a minimum finance charge of \$5.00 where the original amount financed was \$75.00 or less, or \$7.50 where the original amount financed was more than \$75.00. No refund of
less than \$1.00 will be made. Where the original term is not more than 61 installments, refunding will be made based on the Rule of 78ths from the first day of the computational
period following that in which prepayment occurs to the scheduled final due date. In all other cases, refunding will be on the actuarial method by applying the annual percentage
rate, which is disclosed in the Home Improvement Sales Contract between Maker and Contractor, to the actual unpaid balances of the amount financed for the actual time that the
unpaid balances were outstanding at the time of prepayment.

The makers and endorser of this note hereby severally waive presentment, demand, protest and notice of dishonor.

Witness my hand and seal
our

H. John H. Kelly (Seal)
W. Y. Lara G. Kelly (Seal)
(Maker sign here)
(Maker sign here)
(Maker sign here)

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