

PROMISSORY NOTE
SECTION 312 LOAN

\$ 9,550.00

Place: Greenville, South Carolina

Date: February 16, 1979

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 of **Nine Thousand Five Hundred Fifty and No/100**-----Dollars (\$ **9,550.00**), and to pay interest on the unpaid principal 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 \$ **64.93** on **April 1, 1979**, and of \$ **53.00** the **First Day of Each Month for the remaining 239** months commencing on **May 1, 1979**, in lawful money of the United States at the principal office of **Aiken-Spier, Inc.** in **Florence, South Carolina**, or at such other places as shall be designated by the Government.

The undersigned reserves(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 continuing 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 covered by a
debt filed for record in

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 common-law and other common-law 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 _____
Witness _____

Thomas G. Faulkner, III

[SEAL.]

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

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

Subscribed to before me this 16 day of Feb, 1979.

Notary Public for South Carolina
My commission expires: _____

RECORDED FEB 16 1979 at 4:13 P.M.

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