

101323 11872

# NOTE

(Renegotiable Rate Note)

\$ 40,000.00

Greenville, South Carolina

November 7, 19 80

FOR VALUE RECEIVED, the undersigned ("Borrower") promise (s) to pay FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, SOUTH CAROLINA, or order, the principal sum of 40,000.00 Dollars, with interest on the unpaid principal balance from the date of this Note at the Original Interest Rate of 10.875 percent per annum until May 1, 1984 (end of "Initial Loan Term"). Principal and interest shall be payable at 101 East Washington Street, Greenville, South Carolina, or such other place as the Note Holder may designate, in equal consecutive monthly installments of Three Hundred Seventy Seven and 16/100s Dollars (\$ 377.16), on the first day of each month beginning May 1, 19 81, until the first day of May 1, 19 84 (end of "Initial Loan Term"), on which date the entire balance of principal, interest and all other indebtedness owed by Borrower to the Note Holder, if any, shall be due and payable. At the end of the Initial Loan Term and on the same day 3 calendar years from the end of each Renewal Loan Term thereafter, this Note shall be automatically renewed in accordance with the covenants and conditions set forth in this Note and subject Mortgage, until the entire indebtedness evidenced by this Note is paid in full. The Borrower shall have the right to extend this Note for 9 Renewal Loan Terms of 3 years each at a Renewal Interest Rate to be determined by the Note Holder and disclosed to the Borrower at least ninety (90) days prior to the last day of the Initial Loan Term or Renewal Loan Term, except for the final Renewal Loan Term ("Notice Period For Renewal"), in accordance with the provisions hereof.

This Note is subject to the following provisions:

1. The interest rate for each successive Renewal Loan Term shall be determined by increasing or decreasing the interest rate on the preceding Loan Term by the difference between the National Average Mortgage Rate Index For All Major Lenders ("Index"), most recently announced or published prior to ninety days preceding the commencement of a successive Renewal Loan Term, and the Original Index Rate on the date of closing. Provided, however, the Renewal Interest Rate for a successive Loan Term shall not be increased or decreased more than 1.50 percent from the interest rate in effect during the previous Loan Term nor more than five percent from the Original Interest Rate set forth hereinabove.
2. Monthly mortgage principal and interest payments for each Renewal Loan Term shall be determined as the amount necessary to amortize the outstanding balance of the indebtedness due at the beginning of such term over the remainder of the mortgage term at the Renewal Interest Rate determined for such Renewal Loan Term.
3. At least ninety (90) days prior to the end of the Initial Loan Term or Renewal Loan Term, except for the Final Renewal Loan Term, the Borrower shall be advised by Renewal Notice of the Renewal Interest Rate and monthly mortgage payment which shall be in effect for the next Renewal Loan Term in the event the Borrower elects to extend the Note. Unless the Borrower repays the indebtedness due at or prior to the end of any term during which such Renewal Notice is given, the Note shall be automatically extended at the Renewal Interest Rate for a successive Renewal Loan Term, but not beyond the end of the last Renewal Loan Term provided for herein.
4. Borrower may prepay the principal amount outstanding in whole or in part. The Note Holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installment or change the amount of such installments, unless the Note Holder shall otherwise agree in writing.
5. If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder. The date specified shall not be less than thirty (30) days from the date such notice is mailed. The Note Holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note Holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.
6. Borrower shall pay to the Note Holder a late charge of five (5%) percent of any monthly installment not received by the Note Holder within fifteen (15) days after the installment is due.
7. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.
8. Any notice to Borrower provided for in this Note shall be given by mailing such notice addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice to the Note Holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.
9. The indebtedness evidenced by this Note is secured by a Renegotiable Rate Mortgage with attached rider ("Mortgage") of even date, with term ending April 1, 2011, and reference is made to said Mortgage for additional rights as to acceleration of the indebtedness evidenced by this Note, for definitions of terms, covenants and conditions applicable to this Note.

Unit 59, Sedgefield Villas  
Greenville, South Carolina  
 v \_\_\_\_\_  
 Property Address

Donald E. Franklin  
Susan R. Franklin  
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EXHIBIT "A" TO RENEGOTIABLE RATE MORTGAGE  
 DATED November, 1980

JULY 1980  
 RECORDED NOV 7 1980 at 3:47 P.M.

1-1119

RECORDED  
 NOV 7 1980

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