## "A" TIBIHKE

Attached to Hortgage dated: 8/4/77

803 1408 AS 116

Hortgagor: Jack E. Shaw

Mortgagee: Southern Bank and Trust Company

## PROMISSORY NOTE

\$420,000.00

For value received the undersigned, Jack E. Shaw

Dated: August 4

1977

hereby jointly

and severally promise to pay to the order of Southern Bank and Trust Company at Greenville, South Carolina

or at such other place or to such other party or parties as the holder of this note may from time to time designate, the principal sum of Four Hundred Twenty Thousand and No/100ths Dollars (\$420,000.00)

or so much thereof as may be advanced, with interest thereon computed from date of each advance at the rate of 9 per centum per annum, interest only to be payable on the first day of each month to and including January 1, 1978.

Thereafter, interest shall be computed at the rate of 9½ per centum per annum upon all principal remaining from time to time unpaid, and principal and interest shall be paid in installments of \$3,847.20 each on February 1, 1978, and on the first day of each month thereafter until January 1, 1998, when the balance of principal then remaining unpaid with interest shall be due and payable.

Provided, however, that in the event this note and the other instruments new or hereafter evidencing or securing the indebtedness evidenced hereby or thereby have not been purchased by John Hancock Mutual Life Insurance Company on or before January 31, 1978 or within such additional period as the holder and John Hancock Mutual Life Insurance Company may agree upon, the principal sum and all accrued interest shall, at the option of the holder, become due and payable.

Provided, also, however, that if John Hancock Mutual Life Insurance Company shall purchase this note and the other instruments now or hereafter evidencing or securing the indebtedness evidenced hereby and if at the time of such purchase the undersigned shall have fully complied with the conditions of the permanent loan commitment issued by John Hancock , or as the same may be modified or amended, and Mutual Life Insurance Company dated March 23, 1977 with all other conditions concerning said loan by the undersigned to be performed, with all of which conditions the undersigned do specifically hereby promise and agree to comply, then instead of paying interest and principal as aforesaid, the undersigned shall, on the date of such purchase, pay to the seller of this note all interest then due and accrued hereunder and to John Hancock Mutual Life Insurance Company interest at the rate of 9th per centum per annum in advance to the first day of the month next ensuing and thereafter shall pay to the order of John Hancock Mutual Life Insurance Company on the first day of each month principal and interest thereon at the rate of  $9\frac{1}{16}$ per centum per annum in installments of \$3598.00 300 months, provided, however, that the last of said payments each for shall be in the full amount of the balance of principal and interest then remaining unpaid.

Provided further, however, that if the undersigned shall not have so complied with all of the conditions of said permanent loan commitment and with all of said other conditions by the undersigned to be performed and John Hancock Mutual Life Insurance Company shall nevertheless complete said purchase, then John Hancock Mutual Life Insurance Company may elect whether to have interest and principal payable as first herein agreed upon or according to the terms of the next preceding paragraph without, however, in either event, releasing or waiving its right to consider the loan to be in default.

In the event John Hancock Mutual Life Insurance Company shall complete said purchase and at that time the undersigned shall have complied with all conditions as aforesaid, then the undersigned reserve the privilege of prepaying the full balance of principal on any installment due date after 12 years from the first day of the month following said purchase subject to giving not less than thirty nor more than ninety days' written notice and to payment of a premium computed upon the balance of principal then outstanding of if prepaid during the first year in which this privilege is operative, said premium to reduce at the rate of each year thereafter. to a minimum of 1%.

Reference is made to the Mortgage securing this Note for limitation on the liability of the undersigned.

4328 RV-23

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