COUNTY OF Greenville 39 Charlie T. Hall and Janice H. Hall

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

WHEREAS, the said Montgagors are justly indebted to. Luthi Mortgage Co, Inc & hereinsfier called the Montgagoe, and have given their promissory Note therefore bearing even date berewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$.4., 900.00..... together with interest on unpaid balances, it being hereby expressly agreed that

PROMISSORO NOTE

5355

- 1. Identification of Parties. In this Promissory Note, the wirds "I alme", "my", "mile", or their plural form, mean each and every per-who signs this Promissory Note as Borrower. The term is a viver" means the Lender identified below or anyone to whom this Promissory is transferred or assigned. son who signs this Promissory Note as Borrower. The term Note is transferred or assigned.
- 2. Applicable Law. This Promissory Note shall be give med by the laws of the State of South Carolina, except as may be preempted by federal law.
- 3. Security. If understand that this loan is secured by a Mortgage signed the same state as this Note covering real estate as described in the Mortgage. It also give Lender a security interest in any proceeds of any instruction 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 thave received, I promise to pay to Lender, at the address above or at a different address it so notified, the Amount Financed ("principat") shown above, together with interest from the Date Interest Starts shown above, on the unpaid balance of that Amount Financed at the Annual Pagentage Rate shown above.
- 5. Payments. I will pay principal and interest by raking 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 be 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 principal, and then to the unpaid balance of the principal.

 6. Late Charge. I understand that there is no separate charge for late payments, but that because therest is calculated on the unpaid
- principal, the Finance Charge will be less if I make payments ahead of schedure and the Finance Charge will be greater if I make payments later than scheduled. later than scheduled.
- 7. Prepayment. I may make payments of procipal in advant the scheduled due date without plenate. When I make a prepayment, I will tell Lender in a letter that I am doing so. Lender at one my prepayments to refuse the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no detays the due date or changes in the amounts of my monthly payments unless Lender may require me to make the patial prepayment on the same day that one of my monthly payments is due, and may require any partial prepayment in the course to the amount of principal that you'd have been part of my next one or more monthly payments. I may make a full prepayment at any limited.
- 8. Interest After Default. If there is any unpart principal balance remaining on the Final Pay lent Due Date or after demand for payment in full or after judgment has been entered, I agree is day interest on that because a the Arrival 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 Nute or in any other instrument given as security for this boah, then a sin default. If am in default, be dui may demand from me, following notice and opportunity to cure as required by law, immediate payment of the edite amount of the unpaid principal and accrued but unpaid interest, and Lender may also exercise other legal rights. Suffices, as among others, taking possession of any property given as security, selling such property, and applying the money received from such sale tone amounts dweld. If Lender receives this Promissory Note to an attorney (who is not Lender's employee, officer, or director) for collistion, and legal action is taken against mid high the decision of the court is in Lender's favor. I shall pay a reasonable attorney's fermed to exceed 15% of the unpaid febt. I shall also pay in law or all court costs and other collection costs which Lender actually incurs in connection with My collection activity.
- 10 Actions by Lender. Legier day accept the payments or partial payments even though marked "payment in full", without losing any rights under this Note. Lender may Velay enforcing any of its rights under this note, without being them. Lender does not have to (a) demand payment of amounts due (known as "press timent"), (b) give notice that amounts dis fravernot been paid (known as "notice of dishonor"), or (c) obtain an official certification plantagement (known as protest")
- 11. Credit Insurance. Tunderstand the credit issurance 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 tchoose. If I have chosen to obtain credit insurance through Lender, then (a) my choice to obtain such credit insurance through Lender, then (a) my choice to obtain such credit insurance through Lender is included within the Amount Financed shown above. and is shown on the separate injurance Notice.
- 12 Property Insurance. Tunderstand that properly 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 evailable in bugh Lender, and I may obtain it from any person I choose, or may apply existing coverage except that Lender Set the right to reject tendered insurance coverage for reasonable
- 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 premises 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 of rease any security shall not release any Borrower who was not a party to such agreement, or who had no notice of such agreement, from hill responsibility under this Note. Any person who signs this Note as a secondary borrower (known as "guarantors, sureties, and end of the shall be obligated under this Note to the same original extent as any person who signs as Borrower regardless of any changes agreed 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 hereby waive and transfer to Lender any homestead