

1317-781

HERITAGE FEDERAL SAVINGS & LOAN

THIS NOTE CONTAINS RENEGOTIABLE RATE PROVISIONS. THE INTEREST RATE AND MONTHLY PAYMENTS CALLED FOR ARE THUS SUBJECT TO ADJUSTMENT.

RENEGOTIABLE RATE MORTGAGE NOTE
AUTOMATIC RENEWAL

US \$ 41,800.00

Greenville, South Carolina

September 26, 1980

FOR VALUE RECEIVED, the undersigned "Borrower" promise(s) to pay Heritage Federal Savings and Loan Association or order, the principal sum of Forty one thousand eight hundred and no/100-- Dollars with interest on the unpaid principal balance from date of this note, until paid, at the rate of 12 1/2 % percent per annum, except as adjusted pursuant to the terms hereto. Principal and interest shall be payable at 201 West Main Street, Laurens, S. C. 29360, or such other place as the Note holder may designate, in consecutive monthly installments of Four hundred forty six and 13/100----- Dollars (US\$ 446.13), on the first day of each month beginning October 1, 1980; subject to any renewals and adjustments pursuant to the provisions hereof. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on October 1, 1983; subject to any renewals and adjustments pursuant to the provisions hereof. The final maturity date of this obligation, if Borrower exercises all renewal options as described herein is, September 1, 2010, at which time any remaining indebtedness, if not sooner paid according to the terms hereof, shall become due and payable.

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 days from 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.

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 of due date.

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 installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

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.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail 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 by certified mail, return receipt requested, 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.

The indebtedness evidenced by this Note is secured by a Mortgage, dated September 26, 1980 and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

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