

PROMISSORY NOTE AND AGREEMENT

Amount: \$ _____

Date: _____

FOR VALUE RECEIVED, the undersigned, _____, ("Borrower") and promises to pay to the order of _____ ("Lender"), in legal tender of the United States of America, the principal sum of _____ Dollars (\$_____). This note is for a loan provided by Lender to Borrower which will allow Borrower to purchase the real property located described as follows (the "Property"):

1. **Payments.** This Note shall be for a term of _____ months. The monthly payments which shall be made to Lender by Borrower in the monthly amount of \$_____. Interest shall accrue at the rate of _____% per annum. The payments shall start on the _____ day of _____, 20____ and shall continue on same date for each month. The note matures on the _____ day of _____, 20____. Payments shall be made to Lender at:

Until such time as Lender gives written notice to Borrower of a change in address.

2. **Default.** This Note shall be considered in Default upon failure to make payments in accordance with section 1 above. If default be made in any payment at the times and in the manner set forth herein, then the following shall apply: (a) at the option of the Lender, Lender may accelerate and the entire amount of the principal then remaining unpaid, with all interest then accrued thereon, shall immediately become due and payable and collectible upon receipt of written notice by the undersigned; and (b) the undersigned Borrower agrees to pay to the Lender hereof reasonable attorneys' fees and costs for collection hereof, including such fees prior to, during, after, on appeal from, or in collection of any judgment resulting from, any litigation. After default, and for so long as such default remains uncured, and at all times following the maturity date, all amounts owing hereunder will bear interest at the default interest rate of _____ percent (____%) percent per annum.
3. **Certain Rights of Lender.** Lender, at its sole option and without notice to Borrower, may accept any late payment hereunder, extend the time for payment of the indebtedness or reduce the payments due hereunder or accept a renewal note or notes therefore, and any such acceptance, extension, reduction or renewal will not release Borrower from strict liability hereunder.
4. **Waiver.** Borrower waives diligence, grace, demand, presentment for payment, protest, notice of protest, notice of dishonor, notice of demand, notice of nonpayment, exercise of any option hereunder, any homestead or exemption rights and any release or discharge arising from any extension or extensions of time of payment of this Note or any other cause of release or discharge arising from any extension or extensions of time of payment of this Note or any other cause of release or discharge other than actual payment in full hereof.
5. **Assignment.** This Note is assignable by Lender or Lender's heirs at law or successors and assigns without Borrower's prior written consent. In the event of any permitted assignment by Borrower, Borrower shall not be released from liability hereunder without Lender's explicit written agreement. Lender's rights shall be assigned to any heirs if Lender dies prior to full payment.
6. **Binding Effect.** The provisions hereof will be binding upon the legal representatives, successors and assigns of Borrower and will inure to the benefit of Lender, Lender's legal representatives, successors and assigns and all payees.
7. **No Prepayment Penalty.** The entire unpaid principal balance, and any interest thereon, may be prepaid, in whole or in part, at any time without penalty or premium, but such additional cash payments shall not relieve the Borrower's obligation to make timely annual payments as required hereunder.
8. **Notices.** Any notice or demand desired or required to be given hereunder shall be in writing given by personal delivery, certified mail or mail by a nationally recognized overnight delivery service which guarantees next day delivery and provides tracking services with respect to such delivery, or by facsimile, addressed as respectively set forth below or to such other address as any party shall have previously designated by such a notice.
9. **Collateral for Repayment of Note.** As collateral for this Note, Borrower shall provide a Mortgage for the benefit of Lender secured against the Property.
10. **Miscellaneous.**
 - (a) This instrument will not be construed strictly in favor of or against either Borrower or Lender but according to its plain meaning. If any provision hereof will be held invalid or unenforceable, the remaining provisions will continue in full force and effect and will not be impaired thereby.
 - (b) Failure of Lender to exercise any option hereunder will not constitute a waiver of the right to exercise the same in the event of any subsequent default, or in the event of continuance of any existing default, under this Note.

(c) Time is of the essence in the performance of the terms, conditions and covenants set forth herein.

So executed on the date first written above.

BORROWER:
