promissory note, of which the following MORTGAGE NOTE

figures is a true copy, to wit:

21,000.00

LAKE CITY, JULY 17th

, Florida , 19<sup>86</sup>

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to Robert A. Jones and Janet R. Jones, his wife

the principal sum of TWENTY-ONE THOUSAND AND 00/100'S \*\*\*

, or order, in the manner hereinafter specified,

(\$ 21,000.00 with interest from date at the rate of 10 per cent, per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at

or at such place as may hereafter be designated by written notice from the holder

to the maker hereof, on the date and in the manner following:

The sum of \$225.67 shall be due and payable on August 15, 1986 and a like sum of \$225.67 shall be due and payable on the 15th of each month thereafter until principal and interest are paid in full. (15 years)

No penalty for prepayment in part or in whole.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

Willie F. Holtzclaw

(SEAL)

Dorothy E. Holtzclaw

\_ (SEAL) \_ (SEAL)

**FORM 181 - MORTGAGE NOTE** 

and shall perform, comply with and abide by each and every the stipulations,

agreements, conditions and covenants of said promissory note and of this deed, then

this deed and the estate hereby created shall cease and be null and void. the said Mortgagor hereby covenants and agrees:

- To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.
- 2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of per cent. per annum.
- 3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee because of the failure on the part of the said Mortgagor to perform, comply with and abide by each and every the stipulations acreements conditions and ....