

Loan Acct. # 2298628

NOTE

Approved \_\_\_\_\_  
Date \_\_\_\_\_

US \$ 46,000.00

Frederick, Maryland  
City

CERTIFIED DUPLICATE ORIGINAL

BY *J. Ann Gausch*  
NOTARY PUBLIC

December 29, 19 78

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of FOURTY-SIX THOUSAND and 00/100 (\$46,000.00) Dollars with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of Nine & One Fourth percent per annum. Consecutive monthly installments on this Note shall be payable in the amount of Three Hundred Fifty-Four and 58/100 Dollars (US \$ 354.58), on the 1st day of each month beginning February, 19 79, up to and including December, 19 83, at Charles and Preston Streets, Baltimore, Maryland 21201, or such other place as the holder hereof may designate in writing. Thereafter, consecutive monthly installments of principal and interest shall be payable at the place provided above in the amount of Three Hundred Ninety-Three and 94/100 Dollars (US \$ 393.94) on the 1st day of each month until the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the 1st day of December, xx 2008. All monthly installments shall be applied first to interest due on the unpaid principal balance on this Note and then against the principal amount outstanding.

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 Noteholder. The date specified shall not be less than thirty days from the date such notice is mailed. The Noteholder 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 Noteholder 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 Noteholder a late charge of four (4%) percent of any monthly installment not received by the Noteholder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Noteholder 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 Noteholder 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 Noteholder. Any notice to the Noteholder shall be given by mailing such notice by certified mail, return receipt requested, to the Noteholder 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 Deed of Trust, dated December 29, 1978, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

*Marty E. Whittington* (Seal)  
Marty E. Whittington

225 Tamarack Way

*Vicki L. Whittington* (Seal)  
Vicki L. Whittington

Brunswick, Md. 21716

Property Address

(Execute Original Only)

*Exhibit filed August 17, 1979*