

# MORTGAGE NOTE

\$ \_\_\_\_\_, Florida

For value received, the undersigned jointly and severally agrees and promises to pay to the order of:

the principal sum of \$ \_\_\_\_\_ with interest thereon at the rate of \_\_\_\_\_ per centum per annum from the date hereof until maturity, the interest being payable as set forth below in lawful money of the United States of America at:

or such other address as the holder from time to time may specify by written notice to the maker, the principal and interest to be paid as follows:

This note with interest is secured by a mortgage on real estate, of even date herewith, and shall be construed and enforced accordingly.

If there is a default in payment of any of the sums or interest or in said mortgage, or in the performance of any agreements contained herein or in said mortgage, and it continues for a period of **FIFTEEN (15)** days then, at the option of the holder of the note, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being of the essence of this contract, and the principal sum and accrued interest shall both bear interest at the highest rate allowable by law from the date of default until paid. All sums paid under this note shall be credited first to accrued interest and then to principal. 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 maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay reasonable attorneys' fees and expenses in the enforcement of this note prior or subsequent to judgment and in any and all trial and appellate tribunals, whether suit be brought or not if, after maturity of this note or default, counsel shall be employed to collect this note or to protect the security of said mortgage.

The indebtedness evidenced by this note may be prepaid in whole or in part at any time without penalty or premium.

**MAKER'S ADDRESS:** \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)