

NOTE

June 17 1999

[Date]

[City]

[State]

2 RT BOX 670 HIGHWAY 1, LOUISVILLE, Kentucky 41230
 LOUISA
 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 42,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CONTIMORTGAGE CORPORATION

. I understand

that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.950 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on AUGUST 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JULY 1 2029, I still owe amounts under this Note, I will pay those amounts in full on that

date, which is called the "Maturity Date."

I will make my monthly payments at 338 S. WARMINSTER ROAD
 HATBORO, PA 19040-3430

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 339.64

4. BORROWER'S RIGHT TO PREPAY **Except as set forth in a Note Addendum attached hereto.

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

PREPAYMENT PENALTY NOTE ADDENDUM

For a valuable consideration, receipt of which is hereby acknowledged the undersigned agree that certain Promissory Note of even date to which this Addendum is attached, shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said promissory note or the Truth-in-Lending Disclosure, Deed of Trust, Mortgage, Real Estate Mortgage, Security Deed (Security Instrument) securing same.

This Addendum is attached to and made a part of that certain Promissory Note given by
 JOHN WESLEY SEE JACQUELINE IDA SEE (Borrower) to
 CONTIMORTGAGE CORPORATION (Lender), dated

June 17th, 1999, which Note is in the principal amount of \$ 42,400.00

PREPAYMENT PENALTY

After three (3) full years from the date hereof, maker may pre-pay in whole or in part, without penalty, the then outstanding principal balance. In the event maker prepays any portion of the outstanding principal balance and accrued interest during the first three (3) years from the date hereof, maker shall pay in addition to such prepayment a penalty in an amount equal to a percentage of the principal portion of the amount so pre-paid in accordance with the following:

If paid during the first year from the date hereof, THREE percent (3.000 %) of the portion of such prepayment equal to the principal amount so prepaid.

If paid during the second year from the date hereof, THREEpercent (3.000 %) of the portion of such prepayment equal to the principal amount so prepaid.

If paid during the third year from the date hereof, THREE percent (3.000 %) of the portion of such prepayment equal to the principal amount so prepaid.

Holder shall apply any prepayment first to reduce any interest and charges owing at the time of such prepayment and then to reduce the amount of principal owed under this Note, provided that such balance shall be applied to the principal in reverse order of the due date of each payment and shall not otherwise affect or delay the due date of the next payment under the Note.

[Signature] JOHN WESLEY SEE Date *10-17-99*
[Signature] JACQUELINE IDA SEE Date *10-17-99*

Borrower Date

Borrower Date

ContiMortgage CORPORATION *****

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TITLE: AUTHORIZED SIGNATORY