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**PROMISSORY NOTE**

$\_\_\_\_\_\_\_\_\_\_\_.00 City, State, 20\_\_\_

**FOR VALUE RECEIVED**, the undersigned (“Maker”) promises to pay to the order of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Holder) at \_\_\_\_\_Holder’s address\_\_\_\_\_\_\_, the principal sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in legal tender of the United States, together with interest from the date as hereinafter specified on the outstanding principal balance until paid.

Principal together with interest at the rate of \_\_\_\_\_\_\_\_ percent (\_\_\_%) per annum on the unpaid principal balance shall be due and payable at the office of the above-said Holder or at such other place as the Holder hereof may designate in writing, in equal monthly installments of $\_\_\_\_\_\_\_\_\_\_ each beginning on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and continuing due and payable on the same day of each successive month thereafter until payment of the final installment of the outstanding balance of principal together with all accrued interest thereon, which shall be due on or before the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. Each installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, if any, to principal.

The undersigned Maker may prepay any part, or all, of the principal at any time prior to the due date without penalty.

Should any installment hereunder not be paid when due, or should Maker hereof fail to comply with any of the terms or requirements of the Deed to Secure Debt and Security Agreement of even date herewith conveying property located at \_\_\_\_Property Address/Description Here\_\_\_\_\_ as security for this indebtedness, or should the Maker hereof fail to comply with any of the terms or requirements of any other documents which constitute part of the Loan Documents executed as part of the transaction evidenced by this Note, or should any statement, representation or warranty made or furnished to Holder by or on behalf of Maker with respect to this transaction be untrue or incomplete in any material respect as of the date made, or should Maker become insolvent or make an assignment for the benefit of Creditors, or should any proceedings be instituted by or against Maker alleging that the Maker is insolvent or unable to repay Maker's debts as they mature, or should any judgment be rendered against any Maker, or should Maker die or become incompetent, or should any circumstances or events occur which shall cause Holder to deem itself insecure, then the entire unpaid principal sum evidenced by this note, together with all accrued interest, shall, at the option of the Holder and without any further demand or notice of any kind to the undersigned Maker, become immediately due and payable and may be collected forthwith, time being of the essence of this Note, and the Holder shall then have all the remedies of a secured party, including, but not limited to those available under the Uniform Commercial Code of \_\_\_STATE\_\_, including without limitation thereto, the right to take possession of the Collateral, or the proceeds thereof, and for this purpose, to sign in the name of the Maker any transfer, conveyance or instrument necessary to insure such rights and remedies. **Provided, however, that before any such declaration of default and acceleration of indebtedness evidenced by this Note, the Holder shall first give the undersigned Maker written notice sent "Certified Mail-Return Receipt Requested", allowing fifteen (15) days from date of receipt of such notice during which to' cure any such default without acceleration**. It is further agreed that failure of the Holder to exercise this right of accelerating the maturity of the debt, or indulgence granted from time to time shall in no event be considered as a waiver of such right of acceleration or estop the Holder from exercising such right against the Maker.

This Note is further secured by a Uniform Commercial Code Financing Statement and Security Agreement of even date herewith, executed by the undersigned to the Holder hereof, with the intent of granting a perfected security interest and security title therein to Holder on all of the following property: All of Maker's business accounts receivable, inventory, furniture, fixtures, machinery and equipment located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including, but not limited to that which is now owned or hereafter acquired and all additions and accessions thereto and the proceeds thereof, as more fully described in the Security Agreement and UCC Financing Statement of even date herewith, all of which is hereafter called "Collateral".

The Holder hereof is hereby granted a security interest and lien in this Collateral as security for payment for this Note, and specifically including any expenses incurred in retaking, repairing, preserving, storing and selling any Collateral in the event of default, which security interest and lien will attach to any other property which may be substituted or otherwise pledged as security for this Note. The date on which any Collateral is substituted for or added to the Collateral herewith deposited shall be deemed to be the date of the original obligation secured by this Note. The Maker represents and covenants that Maker owns and has full power and authority to transfer, convey and encumber the respective Collateral heretofore described, and any substituted and additional Collateral which may be given with the written consent of the Holder.

In the event of any such default by Maker and subsequent acceleration by Holder, the Holder may require the Maker to assemble the Collateral and make the Collateral available to the Holder at a place to be designated by the Holder which is reasonably convenient to the parties. The right is expressly granted to the Holder to transfer at any time to itself or its nominee any Collateral held hereunder and to receive the income therefrom and hold the same as security therefore, or to apply it to the obligation secured hereby. The Holder shall give the Maker written notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed as hereinafter provided, at least five (5) days before such disposition. The rights of the Holder specified herein shall be in addition to any other, rights granted to the Holder under the Uniform Commercial Code of \_\_STATE\_\_, as amended from time to time, or any other statute or rules of law conferring rights similar to those conferred by said Code, and under the provisions of any other instrument executed by the Maker to the Holder.

Any notice to Maker provided for in this Note shall be given by mailing such notice by Certified Mail-Return Receipt Requested, addressed to Maker at 3146 Swallow Drive, Marietta, Georgia 30066 or to such other address as they may designate by notice to the Holder. Any notice to the Holder shall be given by mailing such notice by Certified Mail-Return Receipt Requested, to the Holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Maker.

**The undersigned Maker shall pay a late charge of five percent (5%) of any monthly installment of principal and interest not received by Holder within ten (10) days after such installment is due.**

Installments not paid when due shall bear interest from their due date at the rate of fifteen percent (15%) per annum. Should this Note, or any part of the indebtedness evidenced hereby, be collected by an attorney or through an attorney at law, the Holder shall be entitled to collect attorney's fees in an amount equal to fifteen percent (15%) of the principal and interest, and all reasonable costs of collection.

Presentment for payment, demand, protest, and notice of demand, protest and nonpayment and all other notices are hereby waived by the undersigned, whether principal, surety, grantor, guarantor, endorser or other party. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed: (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note; or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Georgia; and the undersigned hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may be hereafter be provided, which would produce a result contrary to or in conflict with the forgoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of the undersigned under this Note, either in whole or in part unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Each of the undersigned, whether principal, surety, grantor, guarantor, endorser or other party, hereby waives and renounces for itself, its heirs, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisement, exemption and homestead now provided, or which may hereafter be provided by the Constitution and laws of the United States of America and of any state thereof, both as to itself in and to all of its property, real and personal, against the enforcement and collection of the obligation evidenced by this Note. And each of the undersigned, whether principal, surety, grantor, guarantor, endorser or other party, hereby transfers, assigns and conveys to Holder a sufficient amount of its homestead and exemption, which it has or may have under or by virtue of the Constitution or Laws of \_\_\_\_STATE\_\_\_\_ or any other state of the United States, to pay this Note in full, principal and interest, attorney's fees and costs and hereby requests and directs any Trustee in Bankruptcy having possession, or right of possession, of such homestead or exemption to deliver to Holder a sufficient amount of property or money claimed or set aside as exempt to pay the aforesaid indebtedness evidenced hereby, or renewal thereof. In case of bankruptcy, Holder is hereby appointed attorney-in-fact for Maker to claim any and all homestead or exemptions allowed by law.

**Notwithstanding anything to the contrary contained in the foregoing Note, if all or any part of the real or personal property pledged as Collateral is sold or transferred by Maker without Holder's prior written consent, excluding the sale of inventory in the normal course of business, an event of default shall exist and Holder shall have: (i) the right to declare such default; (ii) the right to declare all the sums evidenced by this Note immediately due and payable; and (iii) the right to exercise Holder's power to foreclose upon the Collateral as provided herein.**

IN WITNESS WHEREOF, the undersigned has hereunto set the seal of the Corporation and the signatures of its duly authorized officers, the day and year first above-written.

MAKER:

By:

(CORPORATE SEAL)