File Number: **TRT\_\_\_\_\_\_**

MORTGAGE NOTE

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_\_

FOR VALUE RECEIVED, the undersigned, hereinafter "Maker" (jointly and severally, if more than one) promises to pay to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter "Holder" or "Payee," or order, in the manner hereinafter specified, the principal sum of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And \_\_\_\_/100** Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_**.\_\_\_\_\_**), with interest from date at the rate of **\_\_\_\_\_\_** percent (**\_\_\_.\_\_\_\_\_\_\_\_**%) 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:

In monthly installments of $\_\_\_\_\_\_\_\_\_\_.\_\_\_ each, beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and continuing with a like payment on the day of each month thereafter until \_\_\_\_\_\_\_\_\_\_\_\_\_, when the entire indebtedness shall be fully due and payable.

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 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 herein 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: |  |  |