***PROMISSORY NOTE***

Principal Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, jointly and severally do hereby acknowledge that they are indebted to and do promise to pay without offset to the order of , his survivor, successors, or assigns, in lawful money of the United States of America, the principal sum of

$ with interest on the unpaid principal balance from the date of this note until paid at the rate of percent per annum. The principal and interest shall be payable at or such other place as the noteholder may hereafter designate in writing, in monthly installments of principal and interest of $ commencing on the day of , 20\_\_ , and on the first day of each month thereafter until the entire indebtedness including principal and all unpaid and accrued interest has been paid in full but in no event later than the day of ,20\_\_ .

This note cannot be assumed or assigned without the express written approval of the noteholder.

Payments made on account hereof shall be applied first to the payment of accrued and unpaid interest, late payment penalties and the remainder shall be credited to principal.

If default be made in any of the payments obligated to be made by this note and if such default is not made good within thirty (30) days after the due date of such installment, the entire principal sum and accrued interest shall become due and payable at the option of the holder of this note. Failure to exercise any option under this note shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The makers shall pay to the noteholder a late charge of 5% of any monthly installment not received by the noteholder within five days after the installment is due.

In the event any proceeding under the Bankruptcy Code or any law of the United States or any state relating to insolvency, receivership, reorganization or debt adjustment is instituted by the makers or such a proceeding is instituted against the makers and is consented to by the makers or remains undismissed for 90 days or the makers are adjudicated as bankrupt or a trustee or a receiver is appointed for any substantial part of the property of the makers and is not discharged within 90 days, or the makers make an assignment for the benefit of creditors or incur liabilities in excess of assets or are unable to pay debts as they mature, then in such event, the entire principal amount outstanding and the accrued interest thereon shall be at once become due and payable at the option of the holder, without the necessity of any further notice or declaration by the holder.

The maker, guarantors and any endorser or other party liable hereon waive presentment, demand, protest and notice of dishonor and waive the benefit of their homestead exemptions.

Borrowers agree to pay on demand the reasonable cost of collection including but not limited to attorney's fees actually incurred or paid by the holder in collecting or enforcing this note on default.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or $100 whichever is less. Prepayment in full shall be credited on date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or 30 days after such prepayment whichever is earlier.

Any notice to maker may be given by mailing such notice, by certified mail to:

or at other such address as maker may designate by notice to the holder and if mailed shall be deemed given on the date such notice is deposited in the U.S. mail. Notice otherwise delivered shall be deemed to have been given when actually received by the maker.

This note shall be construed and enforced with and governed by the laws of the Commonwealth of Virginia.

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Date Maker

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Date Maker