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# NON-OWNER OCCUPIED PROMISSORY NOTE

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**\*NOTE: Using a competent local attorney to customize any loan documents is a vital part of making a good loan.**

## NON-OWNER OCCUPIED PROMISSORY NOTE

\$ 300,500.00

Date \_\_\_\_ th, 2014

Cleveland, Ohio

FOR VALUE RECEIVED the undersigned promises to pay to the order of Joe Average Investor the principal sum of, Three Hundred Thousand Five Hundred ( 300,500.00 ) Dollars in legal tender of the United States, with interest from January 1st 2014 at the rate of 10 % per annum, compounded monthly, on the unpaid balance until paid. If any payment is not paid when due or if payment made does not cover all interest accrued through date of payment, remaining interest accrued shall be added to principal and shall bear interest at the note rate.

Principal and interest shall be payable at the office of holder or at any such other place as the holder hereof may designate in writing, in monthly interest payments of \$ 2504.16 each with the first such payment being due and payable February 1st, 2014 and on the 1st day of each succeeding month thereafter together with one final installment consisting of all remaining principal and interest accrued thereon plus any other outstanding amounts due and payable JUNE 30th 2015 in certified or cash funds.

If fulfillment of any provision hereof or any transaction related hereto or to any indebtedness secured hereby, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained operate or would prospectively operate to invalidate this Note in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Note shall remain operative and in full force and effect.

In the event any installment is made by personal check, and such check is returned by the financial institution on which it is drawn without payment of same, for any reason, the holder of this Note shall be entitled to collect from the borrower a handling fee of 5% of the amount of such check or \$350.00, whichever is greater. Such fee shall be in addition to any other fees and costs allowed by this Note.

Any installment not received within ten (10) days of the due date of said installment, shall bear a late charge of five (5%) percent of the amount of said installment.

Should any installment not be paid when due, or should the maker, or makers, hereof fail to comply with any of the terms or requirements of the mortgage of even date herewith, on real property located in \_\_\_\_\_ County, Ohio known as----- OH 44---- as security for this indebtedness, the entire unpaid principal sum evidenced by this note, with all accrued interest, shall, at the option of holder, and without notice to the undersigned, become due and may be collected forthwith, time being of the essence of this contract. Default under any other obligation of maker, or makers, jointly and severally, to note holder, shall be considered a default under this note also. 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 the right.

Installments not paid when due shall bear interest at the rate of 18 % per annum from maturity. Should this note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the holder shall be entitled to collect Attorney's fees in an amount equal to fifteen (15%) percent of the aggregate amount due and all costs of collection.

Maker shall have the right to prepay the principal balance in whole or part at any time. Any partial prepayment shall be applied against the principal balance and shall not extend or postpone the due date of any subsequent installment or change the amount of such installments.

And each of the undersigned, whether principal, surety, guarantor, endorser, or other party, severally waives and renounces each for himself and family, any and all homestead and exemption rights either of us, or the family of either of us, may have under or by virtue of the laws of the State of Ohio, or any other State, or the United States, as against this debt or any renewal or extension thereof, and further waives demand, protest, presentment, notice of demand, protest and non-payment.

WITNESS the hand and seal of the undersigned.

Dated \_\_\_\_\_

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