

**SECOND DEED OF TRUST NOTE**

\$ \_\_\_\_\_, West Virginia  
\_\_\_\_\_, 2010

**FOR VALUE RECEIVED**, we the undersigned jointly and severally do hereby promise to pay to the order of WEST VIRGINIA HOUSING DEVELOPMENT FUND (including any other holder of this Note, "Lender"), on order, at your principal office at 814 Virginia Street, East, Charleston, West Virginia, 25301, or at such other place as you may from time to time tell us in writing, the principal sum of \$\_\_\_\_\_ with payment of principal and interest thereon deferred for the five (5) years of this Note.

Beginning with the 1<sup>st</sup> month, principal and interest, at a rate of 4%, shall commence on the 1<sup>st</sup> day of each month in the amount of \$\_\_\_\_\_. Payments are payable to Holder/Lender and shall continue on the same day of each month following until the earlier of \_\_\_\_\_, \_\_\_\_\_, 20\_\_ (five years) or the principal and interest are paid in full. Payments shall be applied first to the payment of interest and then to the payment of principal.

This Note shall be paid in full immediately upon a sale of any of the property securing this Note and in an amount equal to the proceeds of any such sale, which payments shall first be applied to the unpaid balance of this Note. The Borrower may prepay this Note at any time without penalty. Partial prepayments shall be applied to installments in inverse order of maturity.

This Note is secured by a second lien deed of trust, which we have signed which bears the same date of this Note. If any monthly installment of this Note is not paid in full when due, or upon the occurrence of any Event of Default as defined in the deed of trust, or at any time thereafter, and subject to our right to cure default under applicable law, you may exercise all rights and remedies granted in the deed of trust, and at your option, the entire principal balance of this Note together with all accrued interest and all delinquency and other charges for which we are liable, shall be accelerated and become immediately due and payable for all purposes, and the holder may also exercise all rights and remedies provided for in the Deed of Trust and under applicable law.

This Note shall be governed by and construed in accordance with the laws of the State of West Virginia. Borrower consents to the jurisdiction of and to venue in the Circuit Court of Kanawha County, West Virginia, and in any Federal Court sitting in the State of West Virginia, for any civil action pertaining to the

collection or enforcement of this Note or of any of Lender's other rights and remedies in regard to the Note.

In the event we do not pay any installment in full within 15 days after the scheduled due date, we agree to pay, in addition to the delinquent installment, a delinquency charge not to exceed the lesser of 5% of the delinquent amount or \$10.00

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. The Lender may enforce its rights under this Note against each such person individually or against all of such persons together. This means that any one such person may be required to pay all of the amounts owed under this Note.

Notices: Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail at the address set forth under the signature below or at a different address if advance notice of a different address is provided by Borrower to Lender. Any notice that must be given to the Lender under this Note will be given at the address set forth in the first paragraph above or at a different address if advance notice of a different address is provided by Lender to Borrower.

Each party to this Note, whether as principal, endorser, guarantor, surety or otherwise, jointly and severally, waives presentment, demand, protest and notice of dishonor and agrees that extension or extensions of the time of payment of this Note or any installment hereof may be made before, at or after maturity by agreement with any one or more of the parties hereto without notice to and without releasing the liability of any other party.

**WITNESS THE HANDS AND SEALS OF THE UNDERSIGNED.**

**BORROWER**

**CO-BORROWER**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: