<u>January 13 , 19 81 </u> Durbin Creek Farms, Inc. Greenville, Greenville SC AGENT OF ORIGINAL CREDITOR: 102 West Stone Avenue, Same as Above ß"¥°€j AND A'FE N/A Rhodes PURCHASERS POERTURS Robert L. Greenville, S. C. Greer, Rt. 5, Phillips Road, HOLDER IN DUE COURSE: WHEREAS above DEVELOPER-SELLER SECURED PARTY, as "Original Creditor," (hereinafter termed "SELLER") and above PURCHASER(S)-DEBTOR(S) (hereinafter collectively termed "DEBTOR") have entered into a certain LAND CONTRACT whereby SELLER is setting to DEBTOR certain real property; to wit, a vacant lot, as hereinafter identified and described; and WHEREAS, DEBTOR, having been quoted both a "time price" and a lesser "cash price" by SELLER, has elected to purchase and contract for the acquisition of said real property for the time price, which is the sum of the Cash Price, Other Charges; Total Premium Credit Insurance; and FINANCE CHARGE; i.e., The Deferred Payment Price, as hereinafter computed and disclosed. The essential terms of said Land Contract are stated and disclosed hereinafter in compliance with the Consumer Credit Protection Act, and it is the intent of the parties that the obligation created by said Land Contract be evidences by this Negotiable Instrument, which SELLER is negotiating for value this date to above HOLDER-IN-DUE COURSE (Subsequent Creditor) (hereinafter terried "HOLDER").

DISCLOSURES REQUIRED BY FEDERAL LAW: MALING REASSES DISCLOSURES REQUIRED BY FEDERAL LAW: [] If checked here, SELLER has conveyed the real property described below ("realty"), by real estate deed, subject however to a Purchase Money Deed of Trust, which DEBTOR has duly executed and delivered to SELLER to secure payment and performance of this Negotiable lastrument ("Note"). Accordingly HOLDER shall retain a purchase money security interest in and to said realty until the below "Total of Payments" has been paid in full by DEBTOR. Old checked here, SELLER has effected a Credit Sale of the real property described below ("realty") pursuant to a Land Contract whereby title (or a "security interest") to said realty will be retained by SELLER (and HOLDER) until the below "Total of Payments" has been paid in full by DEBTOR, at which time title to said realty will be conveyed by SELLER to DEBTOR by Deed. Accordingly SELLER (and HOLDER) will hold a "purchase money security interest" or title to said realty to secure payment of this Negotiable Instrument. IDENTIFICATION OF REALTY BEING PURCHASED: If checked here, realty is listed and described on attached DEED OF TRUST, incorporated herein by reference, a copy of which has been furnished each DEBTOR. Otherwise, realty is described:
[THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE ABOYE REALTY.) Durbin Creek Farms, Inc., Tract Ruver agrees to restrictions. #10, consisting of 5.0 acres. ☐ IF CHECKED HERE, VACANT LOT BEING PURCHASED IS OR WILL BE, OR IS EXPECTED TO BE USED AS THE PRINCIPAL RESIDENCE OF DEBTORS-PURCHASERS. (Failure to check ☐ constitutes a positive representation by DEBTORS-PURCHASERS that they are not using and do not plan to use the vacant lot as their Principal Residence.) BASIC TERMS OF CREDIT SALE Control Credit and Norders Insurance of its be procured by an Illnowsh SELLER, with preniums the dis-formed herein. The total "Time Price" and the TOTAL OF PAYMENTS due SELLER from Debtor are computed and disclosed as follows: (as provided in said CONTRACT) \$10,000.00 Credit and Accident Insurance for the stated to C Petrum Cress Life D. Plemium, Orsability TRADE-IN:..... \$___ [3] Premium Acodemia D S D Insurance ______. Net trade in Equity: \$_____ CEEDIT LIFE AND THE DISABILITY INSURANCE AND THE ACCIDENTAL DEATH AND INSURINGE BEET INSURANCE are not required by SELLER as a condition for the extension of credit professor such as a condition for the extension of credit professor such as a condition for the accident file in 8 is insurance as the such are such as the Clastonian to such Credit in Accident files 8 is insurance and the credit Life and are described by insurance and to such accident insurance. For the stated term of the credit Life and are described by insurance and to such Accident Insurance. For the stated term of the credit extended as stated above. 550.00 4. TOTAL DOWNPARMENT. -\$ 9,450.00 I DESIRE CHEDIT LIFE AND DISABILITY INSURANCE a Premium, Acc. 080 Ins.......\$_____0 £4.£) SIGNATURE OF CHISTOBLE TO BE ASSERED! I DESIRE ACCIDENTAL BEATH AND DISMEMBERWENT INSURANCE -0-7. TOTAL OF ABOVE OTHER CHARGES: \$... 8. UNPAID BALANCE (Incl. OTHER CHARGES) 3 9,450.00 ISKNATURE OF CHSTORER TO BE CASURED! EAT (Sum of No. 5 + No. 7)
9 TOTAL Premium, Credit Ins.: 5 — 0 — I DESIRE CREDIT LIFE INSURANCE 10 AMOUNT FINANCED: (Sum of No. 8 & No. 9) 9,450.00 11. FINANCE CHARGE: \$12,636.00 COLATURE OF CUSTOMER TO BE INSURED! 12. TOTAL OF PAYMENTS:
Sum of No. 10 + No. 11)
13. DEFERRED PAYMENT PRICE:
(Sum of No. 1, No. 7, No. 9 & No. 11)
14. Sum of No. 1, No. 7, No. 9 & No. 11)
15. As additional security, HOLDER shall have a "Bank Right of Set-Off," as detailed on \$22,086.00 13.5 a. As additional s 14. ANNUAL PERCENTAGE RATE: To evidence the foregoing debt due and owed SELLER by DEBTOR, DEBTOR hereby executes and delivers unto SELLER his Note, which he understands SELLER will duly negotiate and indorse to the order of the above identified HOLDER, which HOLDER shall thereafter be a Holderin-Due Course thereof. FOR VALUE RECEIVED, the above-named, undersigned DEBTOR, jointly and severally, promise to pay to the order of the above-named SELLER or Holder, at an office of the foregoing Holder located at the address shown first above the TOTAL OF PAYMENTS above is monthly installments, commencing on Feb. 15 19 81, in 180 equal payments of \$ 122.70 plus an incorporate weather that the maximum Contract Rate, until paid; (Said BALLOON PAYMENT may not be refinanced, if not paid when due); together with a definquency charge of 5% of each installment in default for 10 or more days or \$6.00, whichever is the lesser. Further, in case suit is instituted upon Debtor's Default, to resume possession of collateral and/or to enforce collection of any unpaid balance hereunder; Debtor agrees to pay at legal expenses and the reasonable attorneys' fees incurred by HOLDER. The parties hereto stipulate and agree that 15% of the TOTAL OF PAYMENTS remaining unpaid at the time suit is instituted by HOLDER shall be deemed reasonable attorneys' fees.

If Justical Payments is paid in full buses to reference as otherwise before the final installment date. Debtas the Total of Payments of States as otherwise before the final installment date. Debtas the Total of Payments of States as otherwise before the final installment date. Debtas the Total of Payments of States as otherwise before the final installment date. If Total of Payments is paid in full by cash, refinancing, or otherwise before the final installment date, Debtor shall receive a rebate of "unearned FINANCE CHARGES" computed under the Rule of 78's. From the amount of rebate thus computed, HOLDER will deduct a prepayment charge of 10% of the unpaid balance of said Total of Payments, not to exceed \$25. If prepayment is made otherwise than on the due date of an installment, it shall be deemed to have been made on the installment date nearest in time to the actual date of payment. THIS NEGOTIABLE INSTRUMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS, WARRANTIES, UNDERTAKINGS AND RIGHTS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURES

The undersigned Debtors understand that Holder hereof, upon assignment to it by Original Creditor (SELLER) will rely upon this representation and acknowledgment in accepting their obligation and granting them credit. They do herewith acknowledge receipt of the DISCLOSURES contained herein in the above dependent. tained herein, in the above Agreement. They further represent to said Subsequent Creditor that at the time they received a copy of this Agreement, such form was complete, with all blanks filled in prior to their executing same.

WITNESS the Handles) and Seails) of the undersigned, this Agreement being executed and delivered on the date first above written

WITNESS: WITNESS:

NOTE: EACH CUSTOMER MUST tign above. A copy of this Agreement and two copies of NOTICE OF RIGHT OF RESCISSION MUST be given EACH customer (property PURCHASER) when property to be used as principal residence.

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