

746 Mt. Dr. Dr. Dr.

BELK INSTALLMENT SALE CONTRACT

(CLOSED END)

542-812-7203

BOOK 16 PAGE 1521

MAY 24 1975
Date
BELK - SIMPSON CARPET AND HOME STORE #422
20 LIBERTY STREET
PLEASANTBURG SHOPPING CENTER
GREENVILLE, SOUTH CAROLINA 29607
Account Number 109-1546

(STORE COPY)
Name of Purchaser: Ken Cott
Street Address of Purchaser: Box 1157A R3
City and State - Zip Code: Raleigh NC 27669
Telephone Number: _____

If paid within 90 days from above date, no carrying charge will be added.

Quantity	Mfr.	Size - Color - Finish	Article Description	Amount
1	Yale	12' x 12'	Carpet	2340
1	Yale	12' x 12'	Carpet	347.47
			TAX	107.50
			Fin	382.50

- Cash Price: 2177.47
- Cash Downpayment: _____
- Trade In: _____
- Total Downpayment (2 & 3): _____
- Unpaid Balance of Cash Price (1-4): _____
- Other Charges, if any: _____
- Amount Financed (Unpaid Balance - 15 & 6): 172.47
- FINANCE CHARGE: 18% (172.47) = 31.24
- Deferred Payment Price (1 & 6 & 8): 141.23

10 Total of Payments (This Sale) (7 & 8) _____

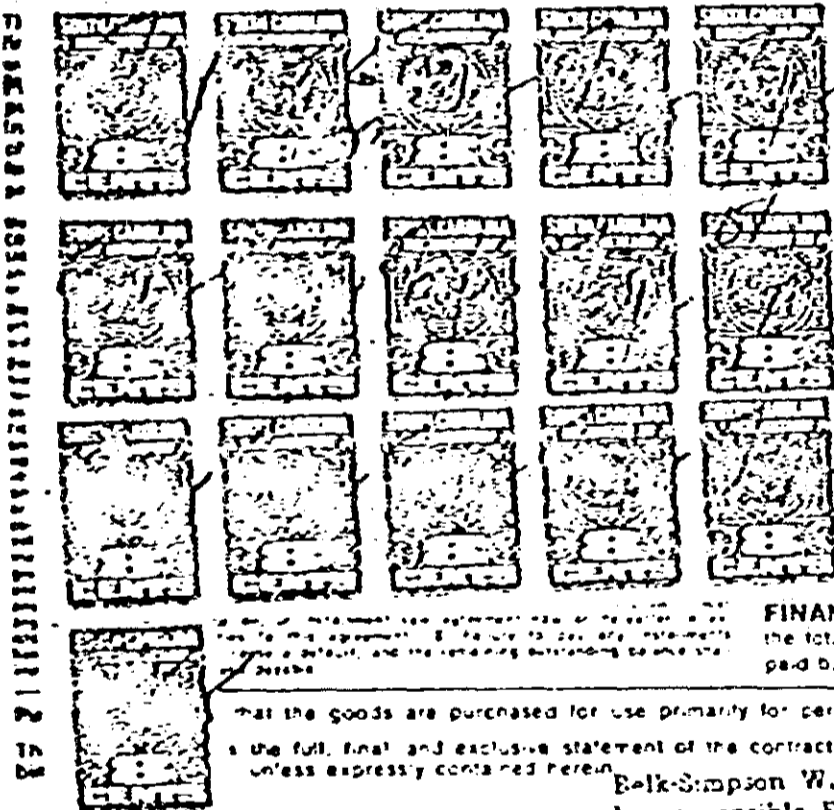
FOR ADD-ON PURCHASES ONLY

11 Existing Outstanding Balance _____

12 Total of Payments - New Balance (10 & 11) _____

ANNUAL PERCENTAGE RATE 18%

Beginning June 1, 1975 I will pay \$141.23 monthly installments of \$141.23 each, except the last installment shall be \$_____. Subsequent installments are due on same day of each consecutive month until paid in full.



Before: In the event of a default, or if Seller or Seller's assignee shall exercise the right of the installment payments security, Seller shall have the right to obtain judgment for the amount of the installment payments due and to enforce such judgment by a process on such judgment payments from due date of default, with interest, including the right to subsequently sue for arrears in the amount of the installment or to exercise other remedies available to Seller. Seller shall be entitled to all unpaid installments and any and all interest thereon due under this contract immediately due and payable judgment for the total amount of unpaid installments due plus interest on all unpaid payments from due date and reasonable attorney's fees and all of the rights of a party under the Uniform Commercial Code. Seller's rights hereunder are cumulative and no waiver of any right shall constitute a default.

Terms and conditions: (1) Loss or damage to the Goods will not release Seller from the obligation to deliver replacement Goods. (2) If any part of this contract is acknowledged, it shall be deemed to be a part of the contract. (3) Seller may assign this contract, and the assignee shall have the right, powers and remedies of Seller hereunder. (4) This contract shall be deemed to be assigned to the assignee upon assignment of the contract. (5) Seller's liability hereunder shall be limited to the amount of the contract price. (6) If there be more than one installment, the obligations shall be joint and several and each installment shall be deemed to be a part of the contract. (7) Seller shall be deemed to have agreed to the terms of this contract and hereby agrees that any action on this contract or any installment or part thereof shall be deemed to be a part of the contract. (8) Seller shall be deemed to have agreed to the terms of this contract and hereby agrees that any action on this contract or any installment or part thereof shall be deemed to be a part of the contract. (9) Seller shall be deemed to have agreed to the terms of this contract and hereby agrees that any action on this contract or any installment or part thereof shall be deemed to be a part of the contract. (10) Seller shall be deemed to have agreed to the terms of this contract and hereby agrees that any action on this contract or any installment or part thereof shall be deemed to be a part of the contract.

13 PURCHASER: You are entitled to a copy of the contract if you pay in full in advance, any unearned portion of the FINANCE CHARGE will be rebated, computed by the proportion the total of remaining unpaid balances bears to the total of all unpaid balances, known as the "Rule of 78".

That the goods are purchased for use primarily for personal, family or household purposes.

This is the full, final and exclusive statement of the contract between the parties and no agreement or warranty shall be unless expressly contained herein.

Seller: Belk-Simpson Will Not be responsible For

Purchaser(s): Ken Cott

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