

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

DOCUMENTARY  
STAMP

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BOOK 1151 PAGE 502

PERSONALLY appeared before me Gene R. Dings  
who, in oath, says that he saw the within-named Durbin Creek, Inc.  
by Charly E. Sarge its President and Tony Carliss  
and Robert J. Rhodes its Secretary, sign the within deed, and the said  
Corporation, by said Officers, seal said Deed, and, as its act and  
deed, deliver the same, and that he with Cathy Butler  
witnessed the execution thereof.

SWORN TO before me, this 10 day of July, A.D. 1981

James D. Cadore  
Notary Public for South Carolina  
My Commission Expires: 9-28-82

ADDITIONAL PROVISIONS:

DEBTOR hereby further warrants, covenants, and agrees, as follows  
(cont. from other side)

Each of the undersigned, whether Maker, Debtors, Sureties, Indorsers, or Guarantors and all others who may become liable for all or any part of the OBLIGATIONS evidenced and secured hereby, do hereby jointly and severally waive presentment, demand, protest, notice of protest and/or dishonor and also notice of acceleration of maturity on Default or otherwise. Further, they agree that HOLDER may, from time to time, extend or renew THIS NOTE for any period (whether or not longer than the original period of the Note) and grant any releases, compromises or indulgences with respect to the Note or any extension or renewal thereof or any security therefor, or to any party liable thereunder or hereunder, all without notice to or consent of any of the undersigned and without affecting the liability of the undersigned hereunder. The undersigned, further, waive notice of acceptance of their guaranty and expressly agree to pay all amounts hereunder, upon demand, without requiring any action or proceeding against the principal Debtor-Maker(s).

THIS NEGOTIABLE INSTRUMENT, including all provisions on the reverse side hereof constitutes the ENTIRE AGREEMENT, as between DEBTOR and HOLDER, and no waivers, representations, or modifications shall be valid as between such parties unless written upon or attached to this AGREEMENT. Further, this AGREEMENT shall be construed under the North Carolina Laws. All expressions and terms contained herein which have been defined in Articles 1, 3, 4 and 9 of the Uniform Commercial Code of N.C. shall have the same meaning herein as in said Articles of said Code. If more than one person has signed this AGREEMENT as DEBTOR(S), such parties are jointly and severally obligated hereunder. Further, use of the masculine pronoun herein shall include the feminine and neuter and also the plural. All signers hereof, as DEBTOR(S), expressly waive all exemptions and Homestead Laws. DEBTOR acknowledges that DEVELOPER-SELLER SECURED PARTY is not an agent of and/or for the Holder in Due Course of this Negotiable Instrument (hereinafter "HDC").

DEBTOR herewith acknowledges notice of the negotiation of this Negotiable Instrument to HDC, HOLDER. DEBTOR further acknowledges herewith that, upon such negotiation and transfer to said HDC, liability of DEBTOR to HDC shall be immediate and absolute. DEBTOR thus hereby waives all rights to defend against said HDC on any grounds whatever and expressly agrees not to set up any claims he might have, now or in the future, against SELLER, as Original Creditor, as a defense, set-off, recoupment or otherwise to any action brought by HDC for the balance due hereunder; DEBTOR, however, reserving the right to proceed independently and directly against said SELLER with reference to any such valid claims.

Credit Insurance Rescission Right: Purchase of Credit Insurance described on face hereof is not required as a condition to granting of credit and may be canceled by insured(s) at any time by written notice to Creditor/Holder of Agreement. Further, under G.S. §58-346, insureds are herewith notified that they shall have the right to rescind any "Credit Insurance" provided under the Certificate of Insurance delivered or sent to them upon giving written notice to the insurer within 15 days after date of receipt of such Certificate. If any such Credit Insurance is so rescinded, any premium(s) charged and financed herein will be promptly credited and any portion thereof actually paid will be refunded to the person entitled to such credit or refund.

Condition and limitations as to Accidental Death and Dismemberment Insurance described in this Agreement ("Acc. D & D Ins.") are as follows: (i) Such coverage is presently available only for assurance to the first (primary) Debtor executing the face hereof; (ii) the insured under the Acc. D & D Ins. shall have the right to rescind such Acc. D & D Ins. provided upon giving written notice to the insurer within 15 days after the issuance of the Acc. D & D Policy of Insurance. In the event of such rescission within such time limitation, any such premium charged and financed herein will be promptly credited and any portion thereof actually paid will be refunded to the person entitled to such credit or refund and (iii) unless such Acc. D & D Ins. is rescinded as above permitted, it shall not thereafter be cancellable.

If any installment due and payable hereunder is in default for five or more days, or if the payment and maturity of the entire unpaid outstanding balance hereunder shall be accelerated and matured by reason of the occurrence of any of the "EVENTS OF DEFAULT" as hereinafter defined, HOLDER is herewith expressly authorized to exercise its right of Set-Off or Bank Lien as to any monies deposited in demand, checking, time, savings or other accounts of any nature maintained in and with it by any of the undersigned, without advance notice. Said right of Set-Off shall also be exercised and applicable where HOLDER is indebted to any signer hereof by reason of any Certificate of Deposit, Bond, Note, or otherwise. HOLDER, as further security for the payment hereof, is hereby granted a lien and security interest in and to any funds now or at any future time loaned to or deposited with it by any of the signers hereof.

EVENTS OF DEFAULT  
DEBTOR shall be in default under this Agreement upon the happening of any of the following events or circumstances or conditions, namely:

Witness: Gene R. Dings  
Witness: Cathy Butler  
Witness: Ed M...

- (1) Default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein or contained in any other contract or agreement with SELLER or HOLDER whether now existing or hereafter arising; or
- (2) Any warranty, representation or statement made or furnished to SELLER by or on behalf of DEBTOR, in connection with this Agreement, or to induce HDC to finance the purchase of the Real Estate by said DEBTOR proving to have been false in any material respect when made or furnished; or
- (3) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver of any part of the property of, Assignment for the Benefit of Creditors by, or the commencement of any proceeding under the Bankruptcy or Insolvency Laws by or against DEBTOR or any indorser, guarantor or surety for said DEBTOR; or
- (4) Failure of a corporate DEBTOR or indorser, guarantor or surety for said DEBTOR to maintain its corporate existence in good standing; or
- (5) Violating any deed restrictions or covenants governing the use of realty being purchased;
- (6) Upon the entry of any monetary judgment or the assessment and/or filing of any tax lien against DEBTOR, or upon the issuance of any writ of garnishment or attachment against any property of, debts due or rights of DEBTOR, to specifically include commencement of any action or proceeding to seize monies of DEBTOR on deposit in any bank account with HOLDER, and/or
- (7) If HOLDER should otherwise deem itself or said debt unsafe or insecure, or should said HOLDER, in good faith, believe that the prospect of payment or other performance is impaired.

Upon the occurrence of any of the foregoing events, circumstances or conditions of Default, all of the obligations evidenced herein and secured hereby shall immediately be due and payable, without notice.

(SEE OTHER SIDE FOR SIGNATURES AND SEALS)

GUARANTY OF THIRD PERSONS

Undersigned, jointly and severally, guarantee the payment, when due, to any holder hereof of all amounts from time to time owing thereunder, and the payment, upon demand, of the entire amount owing on said Contract in the event of default in payment by Debtor(s) named therein. Undersigned waive(s) notice of acceptance of this Guaranty of any extensions in time of payment of sale of any collateral and of all other notices to which the undersigned would be otherwise entitled by law and agree(s) to pay all amounts owing hereunder, upon demand, without requiring any action or proceeding against Debtor(s) or any foreclosure against any COLLATERAL secured in said Contract. Undersigned acknowledge themselves as fully bound by all provisions of said Contract, if Suit is brought to enforce this Guaranty Agreement, undersigned agree(s) to pay the reasonable attorneys' fees of any holder hereof.

\_\_\_\_\_  
(SEAL)  
GUARANTOR  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_  
(SEAL)  
GUARANTOR  
\_\_\_\_\_  
(ADDRESS)

NEGOTIATION, TRANSFER AND INDORSEMENT OF DEVELOPER-SELLER

The foregoing NEGOTIABLE INSTRUMENT is hereby negotiated, for a valuable consideration, to HOLDER IN DUE COURSE identified on the face hereof, with full and unconditional recourse. Undersigned also negotiates, transfers and sells to HDC all of his right, title and interest in and to the Land Contract evidenced by said Note, to the real property being purchased by DEBTOR, and to the Real Estate Deed of Trust, if any, given undersigned by DEBTOR to secure payment of said Negotiable Instrument.

BY \_\_\_\_\_ (SEAL)  
R. M. C. for G. Co. S. C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
FILED for record in the office of  
the R. M. C. for Greenville  
County, S. C. at 1:16 o'clock  
P. M. Jul. 10, 1981  
and recorded in Deed Book  
1151 at page 501  
892  
X X X  
JUL 10 1981  
REC'D  
FEE  
184  
4328 RV-2

RECORDED  
JUL 10 1981