

September 27, 1978

SELLER: LOUISE P. HARRISON,
PURCHASER: DAVID A. DAVIS, a single man,
RE: Lots 2,5,7,9,11, and 13, Block "D", Sunset Park
Subdivision, Sumter County, Florida.

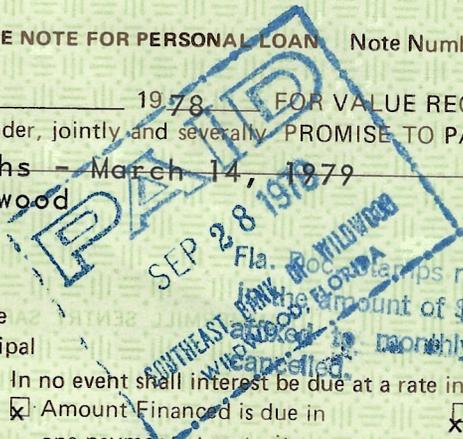
CLOSING STATEMENT

SALE PRICE OF PROPERTY		\$ 35,000.00
LESS:	Seller's pro-rata part of	
	1978 taxes	\$ 153.36
	Broker's commission	3,500.00
	State stamps for deed	105.00
	Sur-tax for deed	38.50
	Title Insurance	162.50
		<u>3,959.36</u>
AMOUNT PAYABLE TO SELLER ON CLOSING		\$ 31,040.64

H 44956

DISCLOSURE NOTE FOR PERSONAL LOAN Note Number _____

ON THIS 14 DAY OF September 1978 FOR VALUE RECEIVED, THE UNDERSIGNED hereinafter called Maker without regard to number or gender, jointly and severally PROMISE TO PAY the amount shown below as Amount Financed on Maturity - Six months - March 14, 1979 TO THE ORDER OF SOUTHEAST Bank of Wildwood, hereinafter called Bank, Interest thereon shall begin to accrue on the date of this note at the ANNUAL PERCENTAGE RATE of 9 1/2 %.



In the event of default or delinquency, Bank may accelerate the maturity of this note. Thereafter, interest on the principal outstanding shall be charged at the rate of 10% per annum. In no event shall interest be due at a rate in excess of the highest lawful rate.

- 1. Proceeds of this Loan \$ 5,991.00
- 2. Documentary Stamp Tax \$ 9.00
- 3. _____ \$ _____
(Other charges, itemized)
- 4. Amount Financed (1. + 2. + 3.) \$ 6,000.00
- 5. FINANCE CHARGE (Interest) \$ 282.36

Amount Financed is due in one payment at maturity. FINANCE CHARGE is due in one payment at maturity.

Amount Financed is due in _____ payments as follows: _____ payments as follows:
(number) (number)

Due in one payment of \$6,000.00 plus interest six months from date

The Total of Payments is \$ 6,282.36
(Sum of 4 & 5)

(Identify as "Balloon Payment" any payment which is more than twice the amount of an otherwise regularly scheduled equal payment)

AFTER ACQUIRED PROPERTY WILL BE SUBJECT TO THE SECURITY INTEREST AND OTHER OR FUTURE INDEBTEDNESS IS SECURED BY ANY SUCH PROPERTY. AS FOLLOWS:

Maker hereby grants to Bank a security interest under the Florida Uniform Commercial Code in the property, if any, described in the space below and all other property of Maker now or hereafter in Bank's possession, and such security interest shall also secure all other liabilities of Maker to Bank, whether primary, secondary, direct or contingent, present or future. If the collateral includes improved real property, then casualty insurance acceptable to the Bank is required, but Maker may choose the person through which such insurance is obtained.

It is jointly and severally covenanted and agreed with the Bank by each Maker, endorser, surety, guarantor, and other party to this note (all of whom are hereinafter for brevity called Obligor or Obligors) that:

Bank shall exercise reasonable care in the custody and preservation of the Collateral and shall be deemed to have exercised reasonable care if it takes such action for that purpose as Maker shall reasonably request in writing, but no omission to comply with any request of Maker shall of itself be deemed a failure to exercise reasonable care. Without limiting the generality of the foregoing, the Bank shall have no responsibility for ascertaining any maturities, calls, conversion, exchanges, offers, tenders or similar matters relating to any of the Collateral, nor for informing the undersigned with respect to any thereof. Bank shall not be bound to take any steps necessary to preserve any rights in the Collateral against prior parties, and Maker shall take all necessary steps for such purposes. Bank or its nominee need not collect interest on or principal of any Collateral or give any notice with respect to it. Right is hereby expressly granted to the Bank at its option to transfer at any time to itself or to its nominee any Collateral and to receive the income thereon and hold same as security hereof, or apply it on the principal or interest due hereon or due on any liability secured hereby.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, or if the Bank deems itself insecure, the entire unpaid balance of this note and all other liabilities of each Maker to Bank shall thereupon or thereafter, at the option of Bank, without notice or demand, become immediately due and payable: (a) failure of any Obligor to perform any agreement hereunder or to pay in full, when due, any liability whatsoever to Bank or any instalment thereof or interest thereon; (b) the death of any Obligor; (c) the filing of any petition under the Bankruptcy Act, or any similar federal or state statute, by or against any Obligor; (d) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) the entry of a judgment against any Obligor; (f) the issuing of any attachments or garnishment, or the filing of any lien, against any property of any Obligor; (g) the taking of possession of any substantial part of the property of any Obligor at the instance of any governmental authority; (h) the dissolution, merger, consolidation, or reorganization of any Obligor; (i) the determination by Bank that a material adverse change has occurred in the financial condition of any Obligor from the conditions set forth in the most recent financial statement of such Obligor heretofore furnished to Bank, or from the condition of such Obligor as heretofore most recently disclosed to Bank in any manner; or that any warranty, representation, certificate, or statement of any Obligor (whether contained in this note or not) pertaining to or in connection with this note or the loan evidenced by this note is not true; (j) the assignment by any Maker of any equity in any of the Collateral without the written consent of Bank; (k) failure to do all things necessary to preserve and maintain the value and collectibility of the Collateral, including, but not limited to, the payment of taxes and premiums on policies of insurance on the due date without benefit of the grace period.

Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Maker reasonable notice of the time and place of any public sale thereof or of the time after which a private sale will be held. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to any Maker at the address given below or at any other address shown on the records of the Bank, at least ten days before the time of the sale. Upon disposition of any Collateral after the occurrence of any default hereunder, Obligors shall be and remain liable for any deficiency, and Bank shall account to Maker for any surplus, but Bank shall have the right to apply all or any part of such surplus (or to hold the same as a reserve) against any and all other liabilities of each or any Maker to Bank.

Bank shall have, but shall not be limited to, the following rights, each of which may be exercised at any time whether or not this note is due: (a) to pledge or transfer this note and the Collateral, whereupon Bank shall be relieved of all duties and responsibilities hereunder and relieved from any and all liability with respect to any Collateral so pledged or transferred, and any pledgee or transferee shall for all purposes stand in the place of Bank hereunder and have all the rights to Bank hereunder; (b) to transfer the whole or any part of the Collateral into the name of itself or its nominee; (c) to notify the Obligors on any Collateral to make payment to Bank of any amounts due or to become due thereon; (d) to demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to the Collateral; and (e) to take possession or control of any proceeds of Collateral.

No delay or omission on the part of Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. No waiver or alteration shall be binding on Bank unless in a writing signed by an authorized Bank officer, and then only to the extent specifically set forth therein. Presentment, demand, protest and notice of dishonor, are hereby waived by each and every Obligor. The taking of a renewal note without the signature of any maker or endorser liable on this note shall not be deemed a payment or discharge of this obligation and the liability created hereunder shall continue until this note is paid in full. The Obligors, jointly and severally, promise and agree to pay all costs of collection, including attorneys' fees equal to 10% of the amount financed, or such larger amounts as may be reasonable and just if collected by legal proceedings or through an attorney at law, including appellate proceedings.

The undersigned acknowledge receipt of a completed copy of this note on this date.

Address P. O. Box 386
Wildwood, Florida

✓ Louise P. Harrison (SEAL)
Mrs. Louise P. Harrison

(SEAL)

(L. R. 2/78)

S-LO-196 (REV. 2/78) M 060-50-177

