

Prepared By:  
Harbour Portfolio VII, LP  
P.O. Box 1996  
Irmo, SC 29063  
(803) 798-4666

Contract Expiration : 05/01/2042  
If payments are made in accordance  
with the terms of this Agreement.

**AGREEMENT FOR DEED**  
**(Land Contract)**

**Acct #42006673**

**CONTRACT SUBJECT TO ARBITRATION**

**THIS AGREEMENT FOR DEED** is entered into on this 5th day of May, 2012 between Harbour Portfolio VII, LP hereafter known as the "Seller" and Cynthia Byrd & Charles Byrd hereafter known as the "Purchaser".

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 1506 CHARTRES ST, in the County of Floyd, the city of NEW ALBANY, the State of IN and further known and described as follows, to-wit:

**SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY**

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of Twenty Six Thousand One Hundred Twenty Six Dollars and no/cents, **(\$26,126.00)** in the manner as follows: Seven Hundred Twenty Six Dollars and no/cents, **(\$726.00)**;

**THIS DOWN PAYMENT IS NON-REFUNDABLE** CKB CWB (initial)

has been paid (prior to the release of this contract) on **05/05/2012** and the remaining Twenty Five Thousand Four Hundred Dollars and no cents **(\$25,400.00)** shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of Ten percent (10%) per annum, payable monthly on the whole sum remaining from time to time unpaid;

**3. AND TO PAY ALL TAXES, assessments or impositions that may be legally levied or imposed upon said land and improvements and/or personal property as of the date of this Agreement for Deed (Land Contract).**

**4. AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than Twenty Five Thousand Four Hundred Dollars and no/cents **(\$25,400.00)** during the term of this agreement.

**5. AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and at the option of the Seller, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to **50%** of that payment as penalty to the principal balance due.

**6. THE SALE OF THE PROPERTY** (and the term "Property") shall include all buildings and improvements on the property and all rights, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, but no mineral interests.

**IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly **"AS IS" condition without any condition disclosure statement.** CKB CWB (initial)

and the **Purchaser(s)** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months (4)**, and maintaining the property in good state of repairs during the term of this agreement. Purchaser(s) may request an extension from the Seller by contacting prior to the four months deadline. **The purchaser(s) agrees to keep the premises neat and orderly and not conduct or allow to be conducted any illegal or offensive activities which might constitute a nuisance.**

**7. AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, **or transfer of any ownership interest in this "Agreement"** by Purchaser, this contract, **at the option of the Seller**, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore. And if agreement is placed with an attorney or other agent for collection by suit or otherwise due to default, Purchaser(s) will pay, on demand, any of said fees and related expenses that the Seller incurs. CUB CUB (initial)

**8. CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph; CUB CUB (initial)

**9. THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment, in addition to any other agreed upon monthly assessments stated herein and the Purchaser acknowledges that the **Seller can initiate an action to evict the Purchaser immediately**. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of Floyd County, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

CUB CUB (initial)

**10. THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to Two Hundred Twenty Two Dollars and 90/100 Cents (**\$222.90**).

**11. IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. **At the option of the Seller, Purchaser** further agrees to convert these

also agrees that the seller has the right to sale his/her/their agreement or mortgage to another party.

**ARBITRATION:** ANY dispute between these parties shall be decided by an arbitrator to be chosen by the parties or if the parties' cannot agree on an arbitrator, them assigned by a court of competent jurisdiction, and such arbitration is mandatory and the judgment of the arbitrator shall be final and will be entered as judgment in a court of law of competent jurisdiction. The parties expressly and knowingly waive their right to a jury trial. Arbitration does not apply to eviction and or foreclosure.

**VENUE AND JURISDICTION:** *IN THE event that any suit or claim may arise concerning this contract or the obligation there under the suit or claim shall be brought in Lexington County, state of South Carolina, and the parties agree to waive any and all objections they or it may have to such venue or personal or subject matter jurisdiction or **Forum non conveniens** and agree further to be bound and governed by South Carolina law.*

***IN WITNESS WHEREOF***, the Parties to these present have hereunto set their hands and seals the day and year first written above.

**(SELLER'S SIGNATURE)**

Rebecca Linton  
Witness  
Print Name: Rebecca Linton

Harbour Portfolio VII, LP

By: \_\_\_\_\_  
David W. Campbell, Manager

Donnica Symon

Witness

Print Name: Donnica Symon

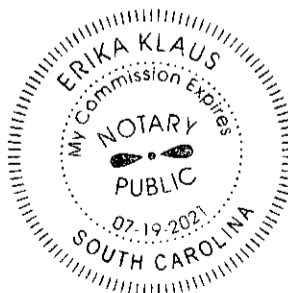
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

## ACKNOWLEDGMENT

I, the undersigned, a Notary Public, do hereby certify that David W. Campbell, Manager for Harbour Portfolio VII, LP, the seller, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

**SWORN** and subscribed before me on this  
16<sup>th</sup> day of May, 2012

Elita Klaw  
Notary's Signature  
Notary Public for the State of **South Carolina**  
My Commission Expires: 7/19/2021 (Seal)



(PURCHASER SIGNATURES)  
(Acct# 42006673)

Phyllis Stonecipher

Witness

Print Name: PHYLLIS STONECIPHER

Cynthia Byrd

Cynthia Byrd

LuAnn Carruthers

Witness

Print Name: LuAnn Carruthers

Charles Byrd

Charles Byrd

(NOTARY SECTION)

STATE OF Indiana

COUNTY OF Floyd

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Cynthia Byrd & Charles Byrd herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this  
15<sup>th</sup> day of May, 2012

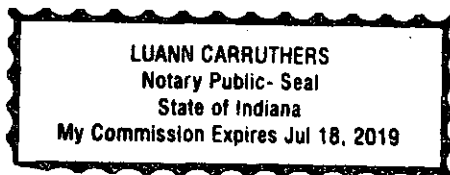
LuAnn Carruthers

Notary's Signature

Notary Public for the State of

Indiana

My Commission Expires: July 18, 2019 (Seal)



## **PURCHASE MONEY NOTE**

**5th Day of May, 2012**

**\$25,400.00**

**FOR VALUE RECEIVED**, the undersigned promises to pay to the order of Harbour Portfolio VII, LP or its assigns:

SEND PAYMENT TO:      **National Asset Advisors, LLC**  
                                 **P.O. Box 1996**  
                                 **Irmo, SC 29063**

**THE PRINCIPAL SUM** of Twenty Five Thousand Four Hundred Dollars and no/cents (\$25,400.00) as follows:

**BEARING INTEREST** at the rate of Ten percent (10%) per annum from date hereof in monthly installments of Two Hundred Twenty Two Dollars and 90/100 Cents (\$222.90) each **payment beginning the 1<sup>st</sup> day of each month beginning on June 1<sup>st</sup>, 2012** each payment shall be applied first to any late fees or other fees associated with this promissory note, then the accrued interest will be calculated from payment to payment on the unpaid principal balance at the rate of Ten percent (10%) the remainder thereof to the unpaid principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 1<sup>st</sup> day of May, in the year 2042 **All payments not received on or before the 10<sup>th</sup> of the month will be subject to a 10% late fee.** If a check is returned for ANY REASON a charge of \$ 30.00 will be applied.

**THIS NOTE**, is secured by an "AGREEMENT FOR DEED" on the following property:

Address: 1506 CHARTRES ST  
City, State, Zip: NEW ALBANY, IN, 47150  
County: Floyd      Tax Map: #22-05-04-200-716.000-008

**THE PURCHASER ALSO AGREES** that the seller has the right to sale his/her/their agreement or mortgage to another party.

**IT IS SPECIFICALLY AGREED** that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided.

**AND THAT UPON FAILURE** to make the payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once becomes due and payable.

**If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs.**

**ALL PARTIES HERETO**, makers, endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

(PURCHASER SIGNATURES)  
(Acct# 42006673)

Phyllis Stonecipher  
Witness  
Print Name: PHYLLIS STONECIPHER

Cynthia Byrd  
Cynthia Byrd

LuAnn Carruthers  
Witness  
Print Name: LUANN CARRUTHERS

Charles Byrd  
Charles Byrd

(NOTARY SECTION)

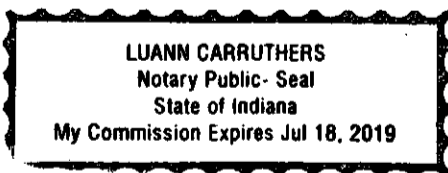
STATE OF Indiana )  
COUNTY OF Floyd )

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Cynthia Byrd & Charles Byrd herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this  
15<sup>th</sup> day of May, 2012

LuAnn Carruthers  
Notary's Signature  
Notary Public for the State of Indiana  
My Commission Expires: July 18, 2012 (Seal)



## ATTACHMENT "A" – LEGAL DESCRIPTION

***THIS AGREEMENT*** is secured by the property listed below between Harbour Portfolio VII, LP, and Cynthia Byrd & Charles Byrd:

Street Address: 1506 CHARTRES ST.  
NEW ALBANY, IN, 47150

Description:

TMS: # 22-05-04-200-716.000-008

Initial CB CB

**"CERTIFICATION"**

**I/WE, THE PURCHASER**, hereby certify that I/We have been informed by the Seller that it is advisable when entering into an **"Agreement for Deed"** for real estate to obtain legal advice from an attorney. I/We the Purchaser have decided not to consult an attorney and I/We have made that decision outside the presence of the Seller. I/We further certify this **"Certification"** was signed outside the presence of Seller.

(PURCHASER SIGNATURES)  
(Acct# 42006673)

Phyllis Stoner  
Witness  
Print Name: PHYLLIS STONER

Cynthia Byrd  
Cynthia Byrd

LuAnn Carruthers  
Witness  
Print Name: LUANN CARRUTHERS

Charles Byrd  
Charles Byrd

(NOTARY SECTION)

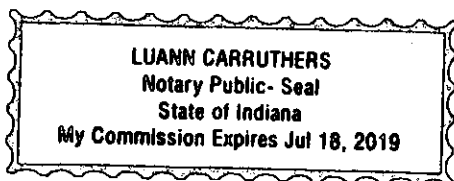
STATE OF Indiana )  
COUNTY OF Floyd )

**ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Cynthia Byrd & Charles Byrd herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

**SWORN** and subscribed before me on this  
15<sup>th</sup> day of May, 2012

LuAnn Carruthers  
Notary's Signature  
Notary Public for the State of Indiana  
My Commission Expires: July 18, 2019 (Seal)



## **LEAD BASED PAINT RIDER**

**RIDER TO THE "AGREEMENT FOR DEED"** dated the 5th day of May, 2012 between the Purchaser and Seller for the property located at: 1506 CHARTRES ST, NEW ALBANY in the County of Floyd, State of IN

**SELLER AND THE PURCHASER AGREE** that the following additions and/or modifications are hereby made to the above referenced Contract:

1 – **AGREEMENT FOR DEED CONTINGENCY.** Pursuant to Federal Regulations, the provisions of this Rider must be satisfied before the Purchaser are obligated under this Agreement for Deed.

2 – **LEAD WARNING STATEMENT.** The Seller, as owners of an interest in residential real property of which a residential dwelling was built prior to 1978, are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities; reduce intelligence quotient, behavioral problems, and impairing memory. Lead poisoning also poses a particular risk to pregnant women. The Seller, as owners of an interest in the residential real property, are required to provide any Purchaser with whom the Seller enter into an Agreement for Deed with any information on lead-based paint hazards from risk assessments or inspections in the possession of the Seller and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

3 – **LEAD HAZARD INFORMATION PAMPHLET.** Seller shall deliver to the Purchaser an EPA approved lead hazard information pamphlet (For example, Protect Your Family From Lead In Your Home). Intact lead-based that is in good condition is not necessarily a hazard.

4 – **SELLER'S DISCLOSURE.** (Check all applicable boxes)

(A) Presence of Lead-Based Paint and/or Lead Based Paint Hazards. (Check either (1) or (2) below)

☐ (1) **Hazards Known.** Attached hereto is a statement signed by Seller disclosing the presence of known lead-based paint and /or lead-based hazards at the Property, including but not limited to the basis of the determination that lead-based paint and /or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.

☒ (2) **Hazards Unknown.** Seller has no actual knowledge of the presence of lead-based and/or lead-based paint hazards at the property.

(B) Records and reports available to Seller. (Check either (1) or (2) below)

☐ (1) **Records Provided.** The following is a list of all records and/or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards at the property.

☒ (2) **No Records.** The Seller has no records or reports pertaining to lead-based paint hazard risk assessment or inspection.

5 – **RISK ASSESSMENT.**

**(INITIAL either (A) OR (B) below)**

CLB CLB **(A)** PURCHASER hereby waive/waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.

~~(B)~~ **(B) THIS CONTRACT IS CONTINGENT** upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by the Purchaser at the expense of the Purchaser before 5:00 pm on the tenth calendar day after full execution of the Contract by all parties (the "Lead Paint Inspection Period"). If the results of such inspection are unacceptable to the Purchaser for any reason whatsoever, the Purchaser shall notify the Seller of the attorney of the Seller in writing within two business days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either party may cancel the Contract upon written notice to the other party or the other party's attorney. A copy of such notice(s) should be delivered to the real estate brokers. If the notice of unacceptable results by the Purchaser's is not received by the Seller or the attorney of the Seller within two business days after the end of the Lead Paint Inspection Period, this Inspection contingency is deemed waived by the Purchaser. The definitions in Paragraph 1.B and C of Form 1.1 Contract Rider (1995) shall be used to determine whether or not the notice of unacceptable results by the Purchaser has/have been received by the Seller before the end of the Lead Paint Inspection Period. The Seller will cooperate with the inspection made by the Purchaser in such fashion as may be reasonably requested by the Purchaser. The Purchaser may remove this contingency at any time without cause.

**6 – ACKNOWLEDGEMENT BY THE PURCHASER.**

**(INITIAL AND DATE EACH OF THE FOLLOWING)**

**Initial Date**  
CLB CLB 5/14/12 PURCHASER HAS/HAVE received copies of all information, records and/or reports set forth in Paragraph 4 of this Rider or attached to this contract.

CLB CLB 5/14/12 PURCHASER HAS/HAVE received an EPA approved lead hazard information pamphlet.

CLB CLB 5/14/12 PURCHASER HAS/HAVE received a 10-day opportunity (or mutual agreed upon period) or has/have waived the opportunity to conduct a risk assessment or inspection for the presence of and/or lead-based paint hazards.

**7 – CERTIFICATION OF ACCURACY.** The undersigned have reviewed the information above and certify to the best of their knowledge, that the statement they have provided is true and accurate.

1506 CHARTRES ST, NEW ALBANY IN 47150

Acct #42006673

### MOLD DISCLOSURE

Print Name(s) of Seller: Harbour Portfolio VII, LP

Print Name(s) of Buyer: Cynthia Byrd & Charles Byrd

Property Address: 1506 CHARTRES ST, NEW ALBANY IN 47150

1. **Seller Disclosure.** To the best of Sellers' actual knowledge, Sellers represent:
  - A. The Property described herein \_\_\_\_ has XX has not been previously tested for molds.  
*If answer to (A) is "has not," then skip (B) and (C) and go to Section 2.*  
*If answer to (A) is "has" then complete (B) and (C).*
  - B. The molds found \_\_\_\_ were \_\_\_\_ were not identified as toxic molds.
  - C. With regards to any molds that were found, measures \_\_\_\_ were \_\_\_\_ were not taken to remove those molds.
2. **Mold Inspections.** Molds, funguses, mildew and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls and plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer, may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Sellers' agent nor Buyers' agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.
3. **Hold Harmless.** Buyers make the decision to purchase the Property independent of any representation of the Agents, Brokers or Attorneys involved in the transaction regarding mold. Accordingly, Buyers agree to indemnify and hold  
  

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(print names of Brokers, Designated Agents and Attorneys) harmless in the event any mold is present on the Property.
4. **Receipt of Copy.** Sellers and Buyers have read this Mold Disclosure, and by their signatures hereon acknowledge receipt of a copy thereof.
5. **Professional Advice.** Sellers and Buyers execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

SELLER(S): Harbour Portfolio VII, LP

\_\_\_\_\_  
David W. Campbell, Manager  
Date

\_\_\_\_\_  
Date

BUYER(S)

\_\_\_\_\_  
Cynthia Byrd

\_\_\_\_\_  
Charles Byrd

**(SELLER'S SIGNATURE)**

**SIGNED**, sealed and delivered in the presence of:

Rebecca Gutierrez  
Witness  
Print Name: Rebecca Gutierrez

Donnica Seymour  
Witness  
Print Name: Donnica Seymour

**Harbour Portfolio VII, LP**

By: [Signature]  
David W. Campbell, Manager

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF LEXINGTON** )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, do hereby certify that David W. Campbell, Manager for Harbour Portfolio VII, LP, the seller, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

**SWORN** and subscribed before me on this  
11th day of May, 2012

Erika Klaus  
Notary's Signature  
Notary Public for the State of **South Carolina**  
My Commission Expires: 7/19/2021 (Seal)



(PURCHASER SIGNATURES)  
(Acct# 42006673)

Phyllis Stonecipher  
Witness  
Print Name: PHYLLIS STONECIPHER

Cynthia K Byrd  
Cynthia Byrd

Luann Carruthers  
Witness  
Print Name: LUANN CARRUTHERS

Charles Byrd  
Charles Byrd

(NOTARY SECTION)

STATE OF Indiana )  
COUNTY OF Floyd )

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Cynthia Byrd & Charles Byrd herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this  
15<sup>th</sup> day of May, 2012

Luann Carruthers  
Notary's Signature  
Notary Public for the State of Indiana  
My Commission Expires: July 18, 2019 (Seal)

