

Prepared By:
Harbour High Yield Fund, LLC
P.O. Box 1996
Irmo, SC 29063
(803) 798-4666

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

AGREEMENT FOR DEED **(Land Contract)**

THIS AGREEMENT FOR DEED is entered into on this **26** day of **July, 2011** between **Harbour High Yield Fund, LLC** hereafter known as the "Seller" and **Pastor Libra Mitchell** 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: **1100 Greenlaw Ave**, in the County of **Shelby**, the city of **Memphis**, the State of **TN** 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 **Forty Six Thousand Seven Hundred Fifty Dollars** and no/cents, **(\$46,750.00)** in the manner as follows: **One Thousand Two Hundred Two Dollars** and no/cents, **(\$1,202.00);**

THIS DOWN PAYMENT IS NON-REFUNDABLE  (initial)

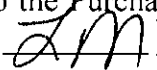
has been paid (prior to the release of this contract) on **7/26/2011** and the remaining **Forty Five Thousand Five Hundred Forty Eight Dollars** and no cents **(\$45,548.00)** shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of **Ten percent (10%)** 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 **Forty Five Thousand Five Hundred Forty Eight Dollars** and no/cents **(\$45,548.00)** 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.**  (initial)

TN 004965

TN 004965

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. LM (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; LM (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 Shelby 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. LM (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 Three Hundred Ninety Nine Dollars & 72/100 (**\$399.72**).

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 documents to a Deed and Mortgage and provide the seller updated financial information. **And it is further understood that the Deed will exclude any and all mineral interests**. The purchaser

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

(SELLERS SIGNATURE)

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

Rachael Pressley
Witness
Print Name: Rachael Pressley

Harbour High Yield Fund, LLC

By: _____
David W. Campbell, Manager

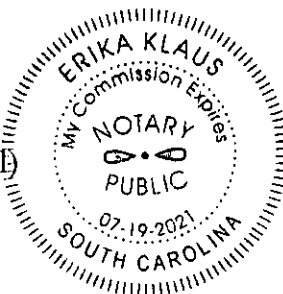
Kim Almassin
Witness
Print Name: Kim Almassin

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

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

SWORN and subscribed before me on this
15th day of September, 2011
Erika Klaus
Notary's Signature
Notary Public for the State of **South Carolina**
My Commission Expires: 7/19/2021 (Seal)



(PURCHASER SIGNATURES)
(Acct# 68004965)

Patsy Chion
Witness
Print Name: Patsy Chion

Sr. Pastor Libra Mitchell
Pastor Libra Mitchell

Witness
Print Name: _____

(NOTARY SECTION)

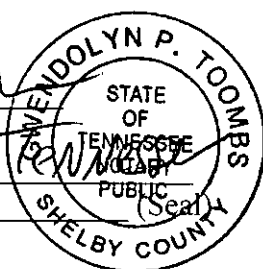
STATE OF Tennessee)
COUNTY OF Shelby)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Pastor Libra Mitchell, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
14 day of September, 2011

Quendolyn P. Toombs
Notary's Signature
Notary Public for the State of _____
My Commission Expires: _____



My Commission Expires August 16, 2014

PURCHASE MONEY NOTE

26 Day of July, 2011

\$45,548.00

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Harbour High Yield Fund, LLC or its assigns:

SEND PAYMENT TO: **RECA Limited Partnership**
 P.O. Box 1996
 Irmo, SC 29063

THE PRINCIPAL SUM of Forty Five Thousand Five Hundred Forty Eight Dollars and no/cents (\$45,548.00) as follows:

BEARING INTEREST at the rate of Ten percent (10%) per annum from date hereof in monthly installments of Three Hundred Ninety Nine Dollars & 72/100 (\$399.72) each **payment beginning the 1st day of each month** beginning on **September 1st, 2011** 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 1st day of **August**, in the year **2041** **All payments not received on or before the 10th 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: 1100 Greenlaw Ave
City, State, Zip: Memphis, TN, 38105
County: Shelby Tax Map: # 021024 00011

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.

TN004965

(PURCHASER SIGNATURES)
(Acct# 68004965)

Patsy Chinn
Witness
Print Name: Patsy Chinn

Pastor Libra Mitchell
Pastor Libra Mitchell

Witness
Print Name: _____

(NOTARY SECTION)

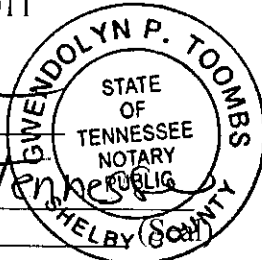
STATE OF Tennessee)
COUNTY OF Shelby)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Pastor Libra Mitchell, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
14 day of September, 2011

Gwendolyn P. Toombs
Notary's Signature
Notary Public for the State of Tennessee
My Commission Expires: _____



My Commission Expires August 16, 2014

ATTACHMENT "A" – LEGAL DESCRIPTION

THIS AGREEMENT is secured by the property listed below between Harbour High Yield Fund, LLC, and Pastor Libra Mitchell:

Street Address: 1100 Greenlaw Ave
Memphis, TN, 38105

Description:

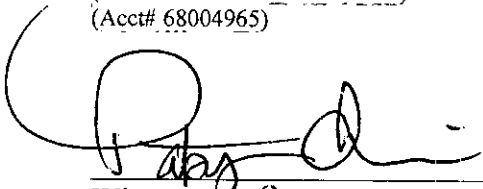
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Initial LM

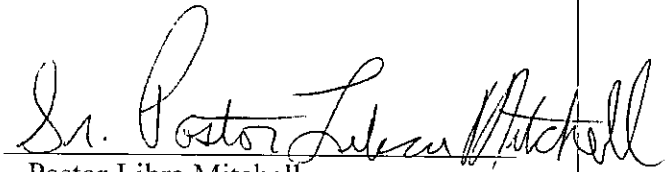
"CERTIFICATION"

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# 68004965)



Witness
Print Name: Patsy Chinn



Pastor Libra Mitchell

Witness
Print Name: _____

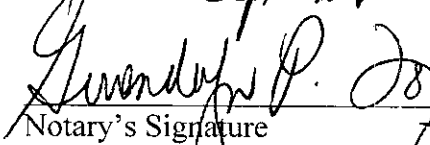
(NOTARY SECTION)

STATE OF Tennessee)
COUNTY OF Shelby)

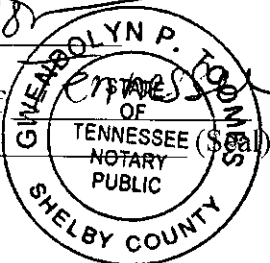
ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Pastor Libra Mitchell, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
14 day of September, 2011



Notary's Signature
Notary Public for the State of _____
My Commission Expires: _____



My Commission Expires August 16, 2014

LEAD BASED PAINT RIDER

RIDER TO THE "AGREEMENT FOR DEED" dated the 26 day of July, 2011 between the Purchaser and Seller for the property located at: 1100 Greenlaw Ave, Memphis in the County of Shelby, State of TN

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)

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

 (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)

<u>LM</u>	<u>9-10-11</u>	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.
<u>LM</u>	<u>9-10-11</u>	PURCHASER HAS/HAVE received an EPA approved lead hazard information pamphlet.
<u>LM</u>	<u>9-10-11</u>	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.

(SELLER SIGNATURES)

SIGNED, sealed and delivered in the presence of:

Harbour High Yield Fund, LLC

Rachael Pressley
Witness
Print Name: Rachael Pressley

By: _____
David W. Campbell, Manager

Kim Amassri
Witness
Print Name: Kim Amassri

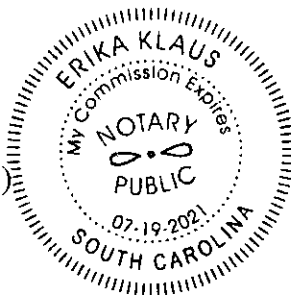
STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

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SWORN and subscribed before me on this
15th day of September, 2011

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



(PURCHASER SIGNATURES)
(Acct# 68004965)

Patsy Chinn
Witness
Print Name: Patsy Chinn

Pastor Libra Mitchell
Pastor Libra Mitchell

Ken Amassri
Witness
Print Name: Ken Amassri

(NOTARY SECTION)

STATE OF Tennessee)
COUNTY OF Shelby)

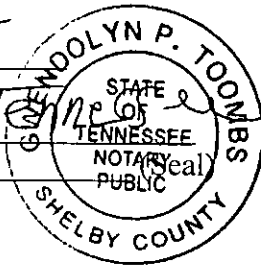
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SWORN and subscribed before me on this
day of September, 2011

David P. Toombs

Notary's Signature
Notary Public for the State of Tennessee
My Commission Expires: _____



Commission Expires August 16, 2014