

NC

CONSUMER CREDIT INSTALLMENT SALE CONTRACT

BUYER(S) NAME: Christopher D Hudgins, Patsy O Hudgins			SELLER NAME: 72 Degrees		
ADDRESS: 3901 Silver Trails			BUSINESS ADDRESS: 1000 Cape Hickory Rd		
CITY: Morganton	STATE: NC	ZIP: 28655	CITY: Hickory	STATE: NC	ZIP: 28601-0000

DESCRIPTION OF GOODS OR SERVICES	MODEL NUMBER	SERIAL NUMBER	CASH SALE PRICE INCLUDING SALES TAX
			\$6,000.00

CONTRACT DATE 11/5/14	ESTIMATED DELIVER DATE IF OTHER THAN CONTRACT DATE	FINANCE CHARGE BEGINS TO ACCRUE ON THE LATER OF THE DATE THE GOODS OR SERVICES ARE DELIVERED OR THE CONTRACT DATE	PURCHASE DATE FOR ASSIGNEE USE, DO NOT WRITE IN THESE SPACES 10/30/2014	ACCOUNT NUMBER
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FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of Buyer's credit as a yearly rate. 17.997 %	FINANCE CHARGE The dollar amount the credit will cost Buyer. \$ 2,796.60	AMOUNT FINANCED The amount of credit provided to Buyer or on Buyer's behalf. \$ 6,000.00	TOTAL OF PAYMENTS The amount Buyer will have paid after Buyer has made all payments as scheduled. \$ 8,796.60	TOTAL SALE PRICE The total cost of Buyer's purchase on credit, including Buyer's down payment of \$ 0.00 \$ 8,796.60
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
54	\$162.90	Monthly Beginning 30 days after the delivery of the goods or services

Filing Fees \$ 0.00 Non-Filing Insurance \$ 0.00

Security: Buyer is giving security interest in the goods being purchased.
 Late Charge: If Seller does not receive Buyer's payment within ten (10) days of the date it is due, Buyer agrees to pay a late charge equal to the lesser of \$6 or five percent (5%) of the entire installment payment.
 Prepayment: If Buyer pays off early, Buyer may be entitled to a refund of part of the finance charge. See Contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (include taxes).....\$ 6,000.00	5. Amounts Paid to others on Buyer's behalf:	c. To:.....\$ 0.00
2. a. Cash Down Payment... \$ 0.00	a. To Public Officials	For:.....
b. Trade-in..... \$ 0.00	Filing Fees.....\$ 0.00	Total Paid to Others
Total Down Payment (a+b).....\$ 0.00	Doc. Stamps.....\$ 0.00	on Buyer's behalf (a+b+c).....\$ 0.00
3. Unpaid Balance of Cash Price (1-2) \$ 6,000.00	To.....\$ 0.00	6. Prepaid Finance Charges.....\$ 0.00
4. Unpaid Balance on Prior Account... \$ 0.00	Total to Public Officials.....\$ 0.00	7. Amount Financed (3+4+5).....\$ 6,000.00
	b. To:.....\$ 0.00	
	For:.....	

RETAIL INSTALLMENT CONTRACT

DEFINITIONS: In this Retail Installment Contract, the word "Buyer" means each and all those who sign below as Buyers and their heirs, executors, administrators, successors and assigns. The word "Seller" means the Seller shown below, and if this Contract is assigned, its successors and assigns and any other holder of this Contract. "Contract" means this Retail Installment Contract signed by the Buyer and Seller.
 AGREEMENT TO PURCHASE: Buyer has been advised of the amount of the Cash Price and Total Sale Price, respectively, and Buyer elects to purchase the goods or services at the Total Sale Price specified herein. Seller hereby sells and Buyer hereby purchases the goods or services described and defined above.
 BUYER'S PROMISE TO PAY: Buyer's promises to pay to Seller, or to whomever Seller may assign this Contract, the amount shown hereon as the Total Sale Price in accordance with the terms shown above.
 SAME AS CASH OPTION: If this box is checked and this section is signed or initialed below by the Seller and Buyer, this contract contains a "Same as Cash" option. If you pay the entire Unpaid Balance of Cash Price (Line 3) within _____ days, no Finance Charges will be assessed, and any insurance premiums will be rebated in accordance with the terms of the policy. The "Same as Cash" period begins the later of 1) the date this Contract is signed; or 2) the date the goods or services are delivered. The "Same as Cash" option is void unless you pay each regular monthly payment when due according to the payment schedule during the "Same as Cash" period. If the Agreement is not prepaid during the "Same as Cash" period, the "Same as Cash" period is not interest free and Finance Charges will be assessed.

Seller: _____ Buyer: _____

PAYMENT APPLICATION: Each payment will be applied first to late charges, then to other charges, then to the unpaid balance of the Total of Payments. In the event any portion of the goods securing this Contract already secures a prior retail installment sales contract held by Seller or this Contract represents a consolidation of two or more retail installment sales contracts between Buyer and Seller, payments received by Seller shall be deemed, for the purpose of determining the amount of the debt secured by the various security instruments, to have been applied pro rata to the payment of the debts arising from the sales first made. If the debts consolidated arose from two or more sales on the same day, payments are deemed to have been applied first to the payment of the smallest debt. The security interests of Seller in the various goods sold to Buyer shall terminate as the debt originally incurred with respect to each item is paid.
 INTEREST AFTER MATURITY: Payments will be made on the same day of each succeeding month until fully paid, with interest after maturity at the annual percentage rate shown above, payable at Seller's business address unless another place is designated in writing by Seller, its successors or assigns.
 NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE TIME PRICE DIFFERENTIAL. KEEP YOUR COPY OF THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.
 If checked, the following notice applies: BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
 BUYER ACKNOWLEDGES READING THIS CONTRACT AND THE ADDITIONAL PROVISIONS ON PAGES 2 AND 3 WHICH ARE A PART OF THIS CONTRACT AND RECEIVING A COMPLETED, LEGIBLE EXECUTED COPY OF THIS CONTRACT.

SELLER: 72 Degrees BUYER: Christopher D Hudgins / Patsy O Hudgins
 BY: M O Hudgins BUYER: Patsy O Hudgins

ADDITIONAL PROVISIONS

CHARGE FOR LATE PAYMENT: If Seller does not receive Buyer's payment within ten (10) days of the date it is due, Buyer agrees to pay a late charge equal to the lesser of \$6 or five percent (5%) of the entire installment payment.

DISHONORED CHECK FEE: In the event Buyer makes a payment by check, draft or order that is not paid or is dishonored by the depository institution on which the check, draft or order is drawn, Buyer agrees to pay Seller a service charge equal to the maximum amount permitted by state law.

PREPAYMENT: Buyer can prepay any amounts due under this Contract at any time. If Buyer prepays this Contract in full, Seller will refund the UNEARNED FINANCE CHARGE figured by the Rule of 78ths method if the term of this Contract is 61 months or less and by the Actuarial Method if the term is over 61 months. Seller or holder may retain a prepayment charge of 10% of the unpaid balance, not to exceed \$25.00. No refunds will be for less than \$1.

EVENTS OF DEFAULT: Time is of the essence of this Contract. Buyer will be in default if: 1) Buyer does not make a payment on time; or 2) Buyer breaks one of the promises under this Contract; or 3) Buyer made any false or misleading statements on Buyer's application; or 4) Buyer becomes insolvent or files bankruptcy; or 5) Buyer dies. In the event of default, Seller may pursue any and all rights and remedies given it under applicable law which rights and remedies shall be cumulative and not alternative. When applicable law requires that reasonable notice be given, 10 days shall be deemed reasonable notice.

REMEDIES ON DEFAULT: If Buyer defaults under this Contract, at the time of the default or any time after default (if the default has not been cured previously) Seller may require immediate payment of the unpaid portion of the amount Buyer owes Seller. If Seller does so, that unpaid portion will be reduced by the unearned Finance Charge computed as if Buyer had prepaid in full. On any default, Seller will have the remedies of a secured party under the Uniform Commercial Code ("UCC"). Buyer is liable for any deficiency following repossession, notice and sale of the collateral.

SECURITY INTEREST: To secure payment and performance of this Contract, Buyer agrees that, until the Total of Payments has been paid in full Buyer grants to Seller a security interest in the goods under the UCC and title to the goods purchased by Buyer shall remain in Seller as security for Buyer's obligation hereunder and under any subsequent retail installment contract purchase added to or consolidated with this Contract at Buyer's request. The Security Interest granted by Buyer to Seller is subject to the terms of the Security Agreement set forth below.

SELLER LOSS PAYEE: Seller shall be named as loss payee under all insurance for which charges are made herein or which covers the goods sold hereunder as security for Buyer's obligation hereunder.

COLLECTION COSTS: Buyer agrees to pay all collection costs in the event of Buyer's default, including but not limited to repossession, storage, repair and resale expenses. In addition, if this Contract is referred to an attorney (not a salaried employee of Seller) and a judgement is obtained against buyer, Buyer will be liable for payment of reasonable attorney's fees and for court costs.

PURPOSE OF PURCHASE: The Buyer represents and agrees that the goods described herein are purchased for family, personal or household purposes and will be placed and shall remain at the address set forth as Buyer's address, that no transfer, renewal, extension or assignment of this Contract or any interest hereunder, or loss, damage, injury or destruction of said goods shall release Buyer from the obligations hereunder, that Buyer will not sell or offer to sell or otherwise transfer or encumber or permit any liens or encumbrances of any kind or character to accrue against said goods or any interest therein without the prior written consent of Seller. Buyer agrees to keep said goods in good condition and keep said goods insured against loss by fire or theft.

ASSIGNMENT: Seller may assign this Contract and in the event of such assignment, Buyer shall perform all promises herein contained to such Assignee as the owner hereof.

DELIVERY OF GOODS: If delivery of the goods is not made at the time of the execution of this Contract, the identifying number or marks of the goods or similar information may be inserted by the Seller in the Seller's copy of the Contract after it has been signed by the Buyer.

DELAY IN EXERCISING RIGHTS: No delay or omission to exercise any right, power or remedy accruing to Seller upon breach or default by Buyer, or acceptance of any payment or partial payment after maturity shall impair any such right, power or remedy, nor be construed as a waiver of such breach or default, or of any similar breach or default thereafter occurring. Seller can delay enforcing any of its rights without losing them.

NOTICES: All notices required to be given to Buyer shall be properly given if mailed to Buyer's address as shown on page 1 hereof.

ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties. No express or implied warranties and no representations, promises or statements have been made by Seller, its agents or employees unless endorsed hereon in writing. No waivers or modifications shall be valid unless written upon or attached to this Contract. All of the terms and conditions of this Contract shall apply to and be binding upon said Buyer, his heirs, personal representatives, successors, and assigns and shall inure to the benefit of said Seller, its successors and assigns.

GOVERNING LAW: The laws of the state of North Carolina shall be applicable to this transaction.

SEVERABILITY: Any term or provision contained in this Contract which is prohibited by law will be ineffective to the extent of such prohibition and will not invalidate the other provisions.

PROPERTY INSURANCE: Buyer shall keep the goods subject to this Contract insured against physical damage naming Seller as loss payee under such insurance policy for the duration of the Contract with a company acceptable to Seller. If Buyer fails to keep the goods so insured, the Seller may, but shall not be obligated to, purchase insurance covering the goods against loss or damage, in such form and amount and with such insurer as shall be satisfactory to the Seller, and Buyer agrees to pay the premium therefore upon demand, and such payment shall be secured by this Contract. The proceeds of any insurance whether paid by reason of loss, injuries, return premiums or otherwise, shall be applied toward the replacement of the goods or payment of this obligation at the option of the Seller. Buyer expressly directs any such insurer to make any such payment directly to the holder of this Contract, and hereby appoints Seller as Buyer's attorney-in-fact to endorse any draft. In the event the insurance proceeds do not cover the amounts Buyer owes to Seller, Buyer will be responsible for paying the difference. Buyer acknowledges that any insurance purchased by Seller shall protect only Seller's interest in the goods. IF THE GOODS CONSIST OF A MOTOR VEHICLE, THE INSURANCE WILL NOT PROVIDE PROTECTION AGAINST LIABILITY FOR BODILY INJURY OR DAMAGE TO THE PROPERTY OF OTHERS, THEREFORE, IT WILL NOT FULFILL THE OBLIGATION TO MAINTAIN LIABILITY INSURANCE IMPOSED UPON ME UNDER THE FINANCIAL RESPONSIBILITY LAWS OF ANY STATE.

SECURITY AGREEMENT

Buyer hereby grants to the Seller a Security Interest under the Uniform Commercial Code in the goods described in the Consumer Credit Installment Contract on page 1 hereof (hereinafter referred to as the "Goods"). A security interest is also taken in the proceeds of any money paid for damages to said Goods by an insurance company. Said money, at Seller's option, may be applied toward payment of this indebtedness.

Said security interest shall remain in Seller until the Total of Payments and all other indebtedness which Buyer may now or hereafter owe to Seller shall have been paid in full unless specifically released by Seller.

This agreement provides a right to the Seller or its representatives to enter upon Buyer's premises and take possession of the Goods and sell the same either at public or private sale, according to the provisions of the Uniform Commercial Code, with or without advertisement on such terms as the Seller may deem best, and upon some circumstances to bid and purchase at such sale, all without notice or demand to Buyer unless required by applicable law, in the event of Buyer's default in Buyer's obligation. If the Seller obtains judgement or repossesses the Goods, Buyer will receive a rebate as if payment in full had been made on the date of judgement or 15 days after repossession, whichever is earlier.

It is understood and agreed that the subject matter of this Contract shall be considered to be personal property regardless of the use to which it is put, or the manner in which it may be attached or affixed to any real property.

Buyer agrees to execute and deliver such documents as Seller may request to perfect as against third parties any rights created hereunder. Buyer hereby authorizes Seller to record said documents at such time and in such places as Seller may elect.

All remedies of Seller, whether provided for herein or conferred by law are cumulative rights and not alternative, and may be enforced successively or concurrently. The failure of Seller, upon knowledge of any default or violation hereof by Buyer, to enforce the rights or remedies herein given or conferred by law, shall not be construed as a waiver of any provision hereof or any right or remedy of Seller.

Buyer agrees that Seller may at any time, sell, transfer or assign this Agreement or any right hereunder and that all terms herein set forth for the benefit of the Seller shall inure to the benefit and operate in favor of such Successor or Assignee.

Buyer represents that Buyer is of lawful age and has full legal capacity to contract, and Buyer has read this Agreement, and it contains the entire agreement of the parties.

WARRANTIES: NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, EXPRESS OR IMPLIED, REPRESENTATIONS, PROMISES OR STATEMENTS AS TO THE CONDITION OR FITNESS OF THE GOODS OR SERVICES HAVE BEEN MADE BY SELLER UNLESS COVERED BY A SEPARATE WRITTEN STATEMENT DELIVERED TO BUYER.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

SELLER'S ASSIGNMENT

Date 11-5, Year 14

For value received, the undersigned does hereby sell, assign and transfer to LENDMARK FINANCIAL SERVICES, LLC hereinafter referred to as Assignee, all of its, or their title and interest in and to the within CONSUMER CREDIT INSTALLMENT SALE CONTRACT, hereinafter referred to as Contract, and authorizes said Assignee to collect and discharge the same. The undersigned warrants that said Contract is genuine and that all statements and facts contained therein are true; that the parties to said Contract have the capacity to contract; that Seller had good, unencumbered title to the goods described in the Contract when sold to Buyer; that the Total of Payments set out herein represents partial consideration for a time sale of merchandise which has been delivered or for services which have been performed. If any warranty shall be untrue, the undersigned agrees to repurchase said Contract for the unpaid balance due thereon plus all costs and expenses incurred by the Assignee upon Assignee's demand.

In addition, Seller warrants that the application for extension of credit to Buyer was taken in compliance with the Federal Equal Credit Opportunity Act and Regulation B. Seller further warrants that the Contract fully complies with the Federal Consumer Credit Protection Act, Regulation Z, the North Carolina Retail Installment Sales Act, and, if applicable, the Federal Trade Commission Regulation Rule, Title 16. Seller shall forever hold Assignee harmless from any actual or alleged violations of the aforementioned statutes or regulations. In the event the parties hereto have previously entered into a Master Dealer Agreement, the warranties and representations contained herein shall compliment, and be cumulative with, those contained in said Master Dealer Agreement.

WITHOUT RECOURSE

The foregoing assignment is made without recourse except as to the warranties hereinbefore expressed, and except as to any warranties and rights under the Master Dealer Agreement heretofore signed by the Seller and Assignee.

WITH RECOURSE

The undersigned guarantees unconditionally the payment and prompt and full performance of all terms and conditions of the within Consumer Credit Installment Sale Contract.

SELLER: 72 Degrees

SELLER: _____

By: [Signature]
Title

By: _____
Title

GUARANTY

In consideration of Seller extending credit to Buyer as provided in the Contract and as an inducement thereof, Guarantor(s) jointly and severally guarantee(s) to Seller the prompt payment when due of every installment thereunder and the payment on demand of the entire unpaid balance and all other obligations of Buyer thereunder, if Buyer defaults in any payment of any installment at its due date or in any other manner, without first requiring Seller to proceed against Buyer. Guarantor(s) warrant(s) that the Contract is genuine, legally valid and enforceable and waive(s) notice of acceptance hereof and of defaults thereunder and consent(s) that Seller may, without affecting Guarantor(s) liability, compromise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Buyer and other obligors. If Guarantor(s) default(s) on any obligation under the Guaranty and Seller refers same to an attorney for collection, Guarantor(s) shall also be liable to and pay Seller attorney's fees (15% of the amount in default if not prohibited by law), court costs and disbursements. Seller extending credit to Buyer as provided in the Contract and as an inducement thereof. Witness our hands and seals.

CORPORATE GUARANTOR

INDIVIDUAL GUARANTOR(S)

BY: _____
NAME (CORPORATE SEAL) TITLE

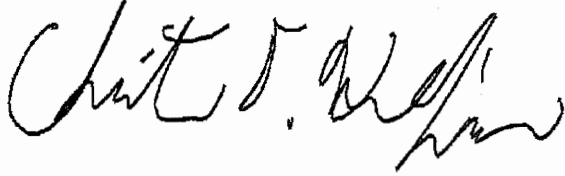

BY: _____
NAME NAME

This instrument or agreement is subject to a security interest in favor of, and assigned as collateral to, Bank of America, N.A., as Administrative Agent and any assignment to another person violates the rights of Bank of America, as Administrative Agent.



PERFORMANCE CONTRACT - Thursday, October 30, 2014 9:01:20 AM

User Name	
User #	
Form Started	10/30/2014 9:01:20 AM
Date	Thursday, October 30, 2014
Name	CHRISTOPHER HUDGINS AND KRISTEN BEAM
Address	3901 SILVER TRAIL
City	MORGANTON
State	NC
Zip	28655
Home Phone	() -
Work Phone	() -
Vertical / Horizontal	Vertical
Size	2.5 TON VALUE HEAT PUMP
Type	Heat Pump
Thermostat	Standard Thermostat
Lineset	Clean & Reuse Lineset
Existing Breaker Size:	Inside,Outside
Drain	Gravity Drain
Filter	Filter
Filter	AT EQUIPMENT
System Description	2.5 TON VALUE HEAT PUMP
Outside unit	Replace existing unit
Outside type	Heat Pump
Heat Pump	2.5 TON VALUE
Unit support	Unit support
Disconnect	Use existing disconnect
Inside unit	Replace existing unit
Fan Coil	Fan Coil with Supplemental Electric Heat
KW	10
Inside Additional Options	Option 1
Option 1	DOWN FLOW FOR MOBILE HOME
Parts Warranty Information	10
Labor Warranty Information	1
Compressor Warranty Information	10
Guarantees	Property Protection, No Lemons, Utility Savings, 2 Year Assurance Guarantee, No Frustration
Payment Options	Financing
Financing Company	LENDMARK
Terms	REGULAR
Comfort System Investment	\$6000.00

Down Payment	\$0.00
Total Due on Completion	\$6000.00
Customer 1 Signature	[Signature]
	
Customer 1 Name	CHRISTOPHER HUDGINS
Customer 1 signed Date	Thursday, October 30, 2014
72 Degrees Representative's Signature	[Signature]
	
72 Degrees Representative's Name	MIKE PENLEY
72 Degrees Representative signed date	Thursday, October 30, 2014

3/3/2016 4:39:57 PM CIM GOLD Payoff CHRISTOPHER D HUDGINS

CIM GOLD Payoff CHRISTOPHER D HUDGINS

Open Customer: 72 Degree Delinquent Category: 0

ACCOUNT

Balance	Adjustments	Name/Address	Pay Payoff	Mail & Comments	Interest/Dealer
Principal Balance	4,600.25	To	G/L Number		
Accrued Interest	0.00	PO			
Partial Payments					
Reserve 1 Bal					
Reserve 2 Bal					
Reserve 3 Int					
Reserve 2 Int					
Int Charge					
Mac Funds					
Total Fees					
Deferred Interest	0.00	PO			
Int Reg Reserve					
Subsidy Reserve					
LIP Customer Bal					
LIP Accrued Int	0.00	PO			
LIP Undistributed Bal					
Reservable Fees	0.00				

Effective Payoff Date

For Dem: 2,263
For Dem Code: []
Rate Rate: 18.0000
Str Date: []

Last Update: 03/03/2016
Interest Bearing
LIP Method Code
Hold Code: Bankruptcy - Chapter 13

Prepayment Code: No Pre-Payment Penalty
Insurer Code
Paid To Date: 02/18/2016 Due Date: 04/05/2016
Last Accrued: 02/18/2016
 Rhoads/Collateral Rhoads/Prize
 Accelerated Balance Locked For Payoff
Legal Payoff: Quoted By: 867
Fish-Ping Payoff: Name: Joffine

Buttons: Lock, Drop

Buttons: Print Information, Print Information, Print Information