

Fill in this information to identify the case:Debtor 1 Foxwood Hills Property Owners Association, Inc.

Debtor 2 _____

(Spouse, if filing) _____

United States Bankruptcy Court District of South CarolinaCase number: 20-02092**FILED**U.S. Bankruptcy Court
District of South Carolina

9/3/2020

Laura A. Austin, Clerk

Official Form 410**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim**1. Who is the current creditor?**John Deere Financial

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

- ☒ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?**Where should notices to the creditor be sent?**John Deere Financial

Name

PO Box 6600
Johnston, IA 50131

Contact phone

1-800-597-5255

Contact email

mittchellambara@johndeere.comUniform claim identifier for electronic payments in chapter 13 (if you use one):
_____**Where should payments to the creditor be sent? (if different)**John Deere Financial

Name

23176 Network Place

Chicago, IL 60673

Contact phone

1-800-597-5255

Contact email

mittchellambara@johndeere.com**4. Does this claim amend one already filed?**

- ☒ No
☐ Yes. Claim number on court claims registry (if known) _____

Filed on _____

MM/DD/YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

- ☒ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	7508
7. How much is the claim?	\$ 43403.61	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. <div style="text-align: center;">Money Loaned</div>	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: See attached documentation	
	Basis for perfection: UCC	
	Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)	
	Value of property:	\$ 62500.00
	Amount of the claim that is secured:	\$ 43403.61
	Amount of the claim that is unsecured:	\$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
	Amount necessary to cure any default as of the date of the petition:	\$ 0.00
	Annual Interest Rate (when case was filed)	0 %
	<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property:	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply:</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 9/3/2020
 MM / DD / YYYY

/s/ Amber Mitchell

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Amber Mitchell</u>		
	First name	Middle name	Last name
Title	<u>Litigation Administrator</u>		
Company	<u>John Deere Financial</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>PO Box 6600</u>		
	Number Street		
	<u>Johnston, IA 50131</u>		
Contact phone	<u>1-800-597-5255</u>		Email <u>mitchellambers@johndeere.com</u>

Attachment to Unsecured Proof of Claim

Debtor:

Case No:

Creditor:

Claim amount for the account ending in is as follows:

Principal as of : \$ 0.00

Interest as of : \$ 0.00

Fees as of : \$ 0.00

Total Claim : \$ 0.00

Finalize Unsecured POC

Attachment to Secured Proof of Claim

Debtor: Foxwood Hills Property Owners Association, Inc.

Case No: 20-02092

Creditor: Deere & Company

Claim amount for the account ending in 7508 is as follows:

Principal as of 05/11/20 : \$ 43,403.61

Interest as of 05/11/20 : \$ 0.00

Fees as of 05/11/20 : \$ 0.00

Total Claim : \$ 43,403.61

Amount necessary to cure any default as of the date of the petition: \$ 0.00

The contract provides that the collateral secures this contract and any other contract between the borrowers and Deere & Company and any of its affiliates. Therefore, this collateral secures any and all other claims of Deere & Company, or John Deere Construction & Forestry Company, or Deere Credit, Inc., or John Deere Financial, f.s.b.

Deere & Company also claims post-petition interest and attorney's fees pursuant to 11 U.S.C. § 506(b).

Attachment to Lease Proof of Claim

Debtor:

Case No:

Creditor: Deere Credit, Inc.

This proof of claim is filed by Deere Credit, Inc., as a lessor of certain equipment to the debtor, as reflected on the attached lease documents. Deere Credit, Inc., as the lessor, owns the equipment concerned, and debtor's interest is that of a lessee with a possessory interest in the equipment. Deere Credit, Inc., is owed certain lease payments as set forth below.

Alternatively, should the Court conclude that Deere Credit, Inc., is a secured creditor and that the debtor has an ownership interest in the equipment concerned, Deere Credit, Inc., has a secured claim for the total claim amount set forth below. A copy of the UCC-1 is attached.

Deere Credit, Inc.'s claim is as follows:

Pre-Petition Arrearage (payments & fees)	\$ 0.00
Pre-Petition Arrearage – Property Taxes to be reimbursed by Lessee	\$ 0.00
Total Pre-Petition Arrearage	\$ 0.00
Remaining Post-Petition Payments due under the lease	\$ 0.00
Purchase Option (if any)	\$ 0.00
Total Claim	\$ 0.00

Total claim may be increased by amounts equal to lessee's obligation to reimburse Deere Credit, Inc., for certain personal property taxes pertaining to the leased equipment that will be remitted by Deere Credit, Inc., to the appropriate taxing authorities during the term of the lease. These amounts are currently unknown at this time.

Total claim may be increased for amounts over and above use for the leased equipment.

Attachment to Unsecured Lease Proof of Claim

Debtor:

Case No:

Creditor: Deere Credit, Inc.

Claim Amount for the lease ending in is as follows:

Past Due Rental: \$

Late Fees: \$

Property Tax: \$

Miscellaneous Fees: \$

Attorney Fees \$

Present Value of Future Due Rental \$

Total Claim \$ 0.00

Finalize Unsecured Lease POC



JOHN DEERE
FINANCIAL

Consumer & Commercial Equipment

Application ID: **12679954**

Version Number: 9

FIXED RATE CONTRACT**LOAN CONTRACT - SECURITY AGREEMENT**

Contract Begin Date : 09/05/2018

SELLER'S NAME AND ADDRESS

AG-PRO, LLC DBA AG-PRO
2050 SANDIFER BLVD
SENECA, SC 29678

DEALER NUMBER

PHONE NUMBER

864-882-3161

BORROWER'S NAME AND PHYSICAL ADDRESS

FOXWOOD HILLS PROPERTY OWNERS ASSOCIATION
800 HICKORY TRL
WESTMINSTER, SC 29693-6221

BORROWER'S
TAX ID NUMBER
_*2328

BORROWER'S
PHONE NO.
510

TYPE OF
BUSINESS
Corporation

BORROWER RESIDES IN (County/State)
OCONEE, SC

BORROWER AGREES TO KEEP GOODS IN (County/State)
OCONEE, SC

NAME AND TITLE OF SIGNING OFFICER
DR. KELLYE S REMBERT - Secretary

1. Parties. This Loan Contract-Security Agreement ("Contract") is entered into between Deere & Company ("we", "us" or "our") and the borrower(s) indicated above ("you" or "your"). If more than one borrower is indicated, each borrower shall be jointly and severally liable for all of the obligations under this Contract.

2. Loan. You hereby apply for a loan in the Amount Financed shown below, which, if accepted by us, the loan will be (a) subject to the terms and conditions set forth in this Contract, and (b) used to finance the balance due on the purchase from the Seller of the equipment and/or services described below (the "Equipment"). All attachments and accessories itemized on this Contract and all replacements, parts and repairs to the Equipment shall form part of the Equipment.

3. Installment Payments. In addition to any down payment, you agree to pay us the Amount Financed, together with finance charges from the Date Finance Charge Begins, at the Annual Percentage Rate, by remitting each of the Installment Payments on or before the due dates indicated. Any amounts applied to this Contract will be applied first to any late charges, any charges for dishonored checks and any other fees or costs due under this agreement, then to finance charges, computed on the date the payment is received and the remainder to the Amount Financed. You agree that your payments will be applied as of the date of receipt if received by 11:00 a.m. Central Time Monday through Friday (otherwise next business day); but if payment is not accompanied by the payment stub, is not in the envelope we provided, includes other items such as other checks, staples or paper clips, or is not received at that location, credit may be delayed up to five days. This Contract is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Installment Payments and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any scheduled payment which is not received by its due date, you agree to pay us interest on the unpaid amount at a rate of 20% per annum on that scheduled payment, but in no event more than the maximum lawful rate, from the due date until paid. Restrictive endorsements on checks you send to us will not change or reduce your obligations to us. We will not lose any rights if we accept late or partial payments or delay enforcing our rights under this Contract. If a check or electronic payment authorization you give us is dishonored upon first presentment, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Installment Payments and other payments, including proceeds of insurance or any sale of the Equipment, may be applied, at our discretion and in spite of any instructions you may provide, to any obligation you may have to us or any of our affiliates. If the total of all payments made by you exceeds the total of all amounts due under this Contract by less than \$25.00, we may retain such excess.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC8015	Settlement Nbr: 12679954	Equipment Type: C & CE Commercial	09/05/2018 04:38 PM	Page 1 of 6
Revision Date: 19 August 2018	Application ID: 12679954	Version Number: 9		



EQUIPMENT PURCHASED				
QTY.	NEW/ USED	MANUFACTURER	EQUIPMENT DESCRIPTION	AMOUNT
1	NEW	John Deere	5075E CAB MFWD UTILITY TRACTOR	\$44,495.30
PRODUCT ID NO. 1PY5075EVJJ404149				
1	NEW	Hardee/EVH Mfg Co	LR40142 Boom Mower	\$15,700.00
PRODUCT ID NO. 014596				
1	NEW	John Deere	520M Loader	\$6,611.00
PRODUCT ID NO. 1P0520MXJJD046988				
1	NEW	Frontier	AP12F Fixed Pallet Fork	\$850.00
PRODUCT ID NO. 1XFAP12FKJ0047179				

TRADE-IN and CASH DOWN PAYMENT					
QTY.	MFR.	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT ID NO.	AMOUNT
				TOTAL TRADE-IN	\$0.00
				CASH DOWN PAYMENT	\$7,000.00
				RENTAL APPLIED:	\$0.00
				TOTAL TRADE-IN PLUS CASH DOWN	\$7,000.00

INSTALLMENT PAYMENTS		
DATE FINANCE CHARGE BEGINS: September 5, 2018		
The first Installment Payment Due Date is October 5, 2018 and each successive Installment Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below:		
NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	DUE DATE
60	\$1,359.31	October 5, 2018

The amounts shown below as Finance Charge, Total of Payments and Total Sale Price are estimates based upon the assumption that payments will be made on the scheduled payment due date according to the installment schedule. The actual Finance Charge, Total of Payments, and Total Sale Price may vary depending upon the early or late payment of scheduled installments.

ITEMIZATION OF AMOUNT FINANCED		
SALES TAX (Paid to Govt. Agencies)		\$4,059.38
CASH PRICE (Including Tax)	1	\$71,715.68
TOTAL DOWN PAYMENT (Sum of Trade-In & Cash Down Payment)	2	\$7,000.00
UNPAID BALANCE OF CASH PRICE (The amount credited to your account with us)	3	\$64,715.68
INSURANCE (Physical Damage Paid to Insurance Companies)	4	\$0.00
ORIGINATION FEES	4A	\$350.00
OFFICIAL FEES (Paid to Public Officials)	5	\$32.00
AMOUNT FINANCED (Lines 3, 4, 4A, 5 & 5A (If Applicable)) The amount of credit provided to you.	6	\$65,097.68
FINANCE CHARGE (Based on Line 6) The dollar amount the credit will cost you.	7	\$16,460.92
TOTAL OF PAYMENTS (Lines 6 & 7 The amount you will have paid after you have made all payments as scheduled.)	8	\$81,558.60
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)		9.25%
TOTAL SALE PRICE (Lines 1, 4, 4A, 5, 5A (If Applicable) , & 7 The total price of your purchase on credit, including the Total Down Payment of \$7,000.00.		\$88,558.60

4. Prepayment. You may prepay your obligations under this Contract in full at any time by paying the unpaid principal balance and any earned and unpaid finance charges. The unpaid principal balance includes any origination fee.

5. Security Interest; Missing Information. You grant us and our affiliates a security interest in the Equipment (and all proceeds thereof) to secure all of your obligations under this Contract and any other obligations which you may have to us or any of our affiliates or assignees at any time and you agree that any security interest you have granted or hereafter grant to us or any of our affiliates shall

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC8015	Settlement Nbr: 12679954	Equipment Type: C & CE Commercial	09/05/2018 04:38 PM	Page 2 of 6
Revision Date: 19 August 2018	Application ID: 12679954	Version Number: 9		



also secure your obligations under this Contract. You agree that we may act as agent for our affiliates and our affiliates may act as agent for us, in order to perfect and realize on any security interest described above. Upon receipt of all amounts due and to become due under this Contract, we will release our security interest in the Equipment (but not the security interest for amounts due an affiliate), provided no event of default has occurred and is continuing. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in favor of us and our affiliates as described above, and to promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Contract, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds; and (d) file a financing statement which describes either the Equipment or all equipment currently or in the future financed by us. Notwithstanding any other election you may make, you agree that (1) we can access, retain and use, at any times we elect, any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.

6. Equipment Maintenance, Operation and Use. You agree to (a) **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES**; (b) operate and maintain the Equipment in accordance with all (1) applicable laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer and supplier, including any warranty coverage requirements and (3) insurance policy terms and requirements; (c) keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted, including performing (at your own expense) all necessary maintenance and repairs; (d) allow us and our agent to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; and (e) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

7. Insurance. You agree, at your cost, to maintain all-risk insurance coverage with respect to the Equipment for no less than its full replacement value, naming us (and our successor and assign) as sole loss payee. You may choose who provides that insurance, but that insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until all your other obligations under this Contract are satisfied. Each insurance policy must provide that (1) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; (2) the insurer will give us at least 30 days' prior written notice before any cancellation of, non-renewal of, or material change to, the policy; and (3) such coverage shall be primary over any insurance purchased by us (or our affiliate).

Unless you provide us with evidence of the required insurance coverage's, we may, but are not required to, purchase insurance, at your expense, to protect our interests in the Equipment and charge you an insurance fee on which we may make a profit. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Contract. **THE COST OF THE INSURANCE MAY BE MORE THAN THE COST OF THE INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. THE COVERAGES OF THAT INSURANCE MAY BE DIFFERENT FROM THE COVERAGES OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.** You agree to pay us the cost of any insurance plus a \$150 insurance placement and service fee. You will immediately pay that amount to us or we may, at our sole discretion, add that cost to the Account Balance and increase the required Installment Payments accordingly.

If a default occurs, you authorize us to cancel the insurance on the Equipment and apply any returned premiums to the Account Balance.

If the cost of the insurance was included in the Amount Financed, that insurance will terminate (a) if your debt to us is discharged, (b) if we release our security interest in the Equipment, (c) if a default occurs and we cancel the insurance, (d) if the Equipment is repossessed, (e) if the Floater Policy under which you purchased that insurance terminates, or (f) on the due date of the final scheduled Installment Payment.

8. Loss or Damage. Until all of your obligations under this Contract are satisfied, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Contract will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the Account

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC 8015	Settlement Nbr: 12679954	Equipment Type: C & CE Commercial	09/05/2018 04:38 PM	Page 3 of 6
Revision Date: 19 August 2018	Application ID: 12679954	Version Number: 9		



Balance. Upon receipt of the Account Balance, we will release our security interest in the Equipment. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates.

9. Default. We may determine you to be in default if: (a) you fail to remit to us any Installment Payment or other payment when due; (b) you breach any other provision of this Contract; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy, attachment, execution or insolvency law or you or any such guarantor make an assignment for the benefit of creditors; (e) a default occurs under any other agreement between you (or any of your affiliate) and us (or any of our affiliates); (f) you or any guarantor merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies or becomes incompetent; (g) you fail to maintain the insurance required by this Contract; or (h) if for any reason, we deem the debt or the Equipment to be insecure. Time is of the essence under this Contract.

10. Remedies. If we determine that you are in default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Account Balance as of the date of such default, without presentment or demand; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligation) under this Contract and any other agreement between you and us (or any of our affiliate); (d) require you to deliver the Equipment to us in the manner outlined below, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expense) to your obligations under this Contract, with you remaining liable for any deficiency; (g) require you to reimburse and indemnify us for all losses, claims, damages and expenses of any kind or nature whatsoever incurred in connection with the Equipment or this Contract and/or the enforcement of our remedies hereunder including, without limitation, repossession, repair and collection costs, damage awards, attorneys' fees and court and bankruptcy fees and costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by this Contract which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. In no event will the costs and expenses referred to in this section be more than those allowed by law.

If we determine that you are in default, all Equipment must be delivered to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, as determined by us in our sole discretion.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in this Contract or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Contract or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. Representations and Warranties. You represent, warrant and covenant to us so long as this Contract is in effect, that: (a) you will not change your name without giving us at least 30 days' prior written notice; (b) each document you sign and deliver to us is duly authorized, executed and delivered by you, and is your valid, legal and binding agreement, enforceable in accordance with its terms; (c) the execution, delivery and performance by you of this Contract does not (and will not violate any applicable law or breach any order of court or other governmental agency, or of any undertaking you are a party to or by which you or any of your properties are bound; (d) you will comply with all applicable laws, ordinances and regulations; (e) upon execution of this Contract, the Seller shall have good and marketable title to any trade-in equipment free and clear of all liens and encumbrances whatsoever; (f) all information you have given to us is true, accurate and complete; (g) since the date of the most recent financial information given to us, no material adverse change in your business, assets, or prospects has occurred; (h) you will promptly deliver to us such financial statements, reports and other information as we may request; (i) the Equipment was selected by you; (j) the Equipment (including all manufacturer manuals and instruction) has been delivered to, and examined by, you; (k) the safe operation and the proper servicing of the Equipment were explained to you; (l) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (m) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (n) the Equipment is in good condition and repair (operating and otherwise); (o) the Equipment shall be used only for the purpose indicated herein, will remain in your possession and will not be sold, rented or leased; and (p) you will pay all taxes assessed on the Equipment.

Unless you are an individual, you also represent, warrant and covenant to us that: (a) you are and will remain duly organized, validly existing and in good standing under the laws of your jurisdiction of organization; (b) you are qualified to do business under the laws of

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC8015

Settlement Nbr: 12679954
Application ID: 12679954

Equipment Type: C & CE Commercial
Version Number: 9

09/05/2018 04:38 PM

Page 4 of 6

Revision Date: 19 August 2018



all other jurisdictions where qualification is required or advisable; (d) you will not change your jurisdiction of organization or organization type without at least 30 days' prior written notice to us; and (d) the execution, delivery and performance by you of this Contract will not breach any provision of your organizational documents.

If you are an individual, you agree not to move your residence to a different county or state without at least 30 days' prior written notice to us.

13. Governing Law; Jurisdiction; Venue. THIS CONTRACT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF IOWA, WHERE THIS CONTRACT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.** However, you acknowledge that any Iowa state law compulsory mediation requirements will apply to this agreement or the Equipment only if you are a resident of the State of Iowa.

14. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that the Seller of the Equipment is not an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, the Seller, or any manufacturer(s) of the Equipment, but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Contract supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of this Contract can be amended, waived or terminated except by a writing signed by both you and us. This Contract may be signed in separate counterparts that, together, will constitute one document. A paper or facsimile transmission copy of your signature or an electronic signature shall constitute an original signature under applicable law for all purposes. If a court finds any part of this Contract to be invalid or unenforceable, the remainder of this Contract will remain in effect. You permit us, and those third parties who provide services to us, to monitor and record telephone conversations between you and us. You agree that by providing us any telephone number, including a mobile phone number, we, any debt collector we retain, and those third parties who provide services to us, can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls. All of our rights shall remain in effect after the expiration or termination of this Contract. Any origination fee will be paid to the dealer or us and is not a document preparation fee and all documents you sign will be prepared by John Deere Financial and not by the dealer.

You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under this Contract, or refunded to you.

Electronic Contract. You agree that this Contract is an electronic record executed by you using your electronic signature. You acknowledge and agree that, by executing this Contract with your electronic signature, you are signifying your intent to enter into this Contract and that this Contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Contract using your written signature. You agree that unless the authoritative electronic copy of this Contract ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Contract also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion. Without limiting the foregoing, all terms and conditions of any Electronic Signature Agreement by and between you and Deere Credit Services, Inc., d/b/a John Deere Financial ("DCSI"), on behalf of itself and all affiliates of DCSI ("Electronic Signature Agreement"), including, without limitation, those terms and conditions relating to the "Electronic Signature" of an "Authorized Representative" on a "Contract" (as such terms are defined in the Electronic Signature Agreement) apply to this Contract.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC8015

Settlement Nbr: 12679954
Application ID: 12679954

Equipment Type: C & CE Commercial
Version Number: 9

09/05/2018 04:38 PM

Page 5 of 6

Revision Date: 19 August 2018



THE TERMS OF THIS CONTRACT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS CONTRACT, YOU AGREE TO THE TERMS ON ALL PAGES. THIS CONTRACT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

I agree that I have received a completely filled in copy of this Agreement.

FOXWOOD HILLS PROPERTY OWNERS ASSOCIATION

09/05/2018
(Date Signed) By: DocuSigned by: DR. KELLYE S REMBERT
20E27BC90B13460
DR. KELLYE S REMBERT, Secretary

Accepted By: Deere & Company (Lender)
6400 NW 86th Street, Johnston, IA 50131-6600

09/20/2018
(Date Agreement Signed) By: DocuSigned by: Marge Gillihan
99D4ACE453464D9
(Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC8015

Settlement Nbr: 12679954
Application ID: 12679954

Equipment Type: C & CE Commercial
Version Number: 9

09/05/2018 04:38 PM

Page 6 of 6

Revision Date: 19 August 2018



**JOHN DEERE
FINANCIAL**John Deere Financial
6400 NW 86th Street, PO Box 6600
Johnston, Iowa 50131-6600 USAFOXWOOD HILLS PROPERTY OWNERS ASSOCIATION
800 HICKORY TRL
WESTMINSTER, SC 29693-6221Application ID: 12679954
Account : 7508**MODIFICATION NOTICE**

October 18, 2018

RE: Retail Installment Contract or Loan Contracts with Deere & Company dated 09/05/2018

Dear FOXWOOD HILLS PROPERTY OWNERS ASSOCIATION,

During a routine review of the fully executed document indicated above (the "Document"), John Deere Financial identified errors in the Document. For each item designated below with an [X], John Deere Financial has corrected the error in the Document by replacing the information set forth in the Document with the information indicated below:

<input type="checkbox"/>	Customer Name: changed from _____	to _____
<input checked="" type="checkbox"/>	Payment: changed from	<u>\$1,359.31</u> to <u>\$1,084.97</u>
<input type="checkbox"/>	Due Date: changed from _____	to _____
<input checked="" type="checkbox"/>	Finance Charge: changed from	<u>\$16,460.92</u> to <u>\$0.00</u>
<input type="checkbox"/>	Finance Charge Begin Date: changed from _____	to _____
<input checked="" type="checkbox"/>	Total Payments: changed from	<u>\$81,558.60</u> to <u>\$65,097.68</u>
<input checked="" type="checkbox"/>	Rate: changed from	<u>9.25 %</u> to <u>0 %</u>
<input type="checkbox"/>	UCC Filing Fees: changed from _____	to _____
<input type="checkbox"/>	Origination Fees: changed from _____	to _____
<input checked="" type="checkbox"/>	Total Amount Financed: <u>\$65,097.68</u> Finance Charge: <u>\$0.00</u> Total of Payments: <u>\$65,097.68</u>	
<input type="checkbox"/>	Sales/Use Tax: _____ per Month (Lease products only)	
<input type="checkbox"/>	Purchase Option Amount: _____ (plus applicable taxes) (Lease products only)	
<input type="checkbox"/>	Other: _____	

Except as specifically indicated above, all of the other terms set forth in the Document shall remain in full force and effect.

Please review this information. If you do not agree with the correction(s) we have made to the Document, please notify John Deere Financial immediately at 1-800-828-8297, option 4. If we do not hear from you within ten (10) days of this letter, we assume that you are in agreement with the corrections to the Document.

Thank you,

MARGE GILLIHAN
CREDIT PROCESSING SPECIALIST

John Deere Financial

CC:

FORM0041

Settlement Nbr: 12679954
Application ID: 12679954Equipment Type: C & CE Commercial
Version Number: 10

10/18/2018 07:37 AM

Page 1 of 2

Revision Date: 15 January 2017

**COPY**

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) UCC DEPARTMENT
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) [JOHN DEERE FINANCIAL 6400 NW 86TH STREET JOHNSTON, IA 50131]

SC SECRETARY OF STATE
180921-1033594 S
Lapse Date: 09/21/2023

Date: 9/21/2018
Time: 10:33 AM
Page Count: 1 Pg
Debtor Count: 1
Filing Fees: \$8.00
Electronic Records Access: \$8.00
Total: \$16.00
Order ID#

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME FOXWOOD HILLS PROPERTY OWNERS ASSOCIATION					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 800 HICKORY TRL		CITY WESTMINSTER	STATE SC	POSTAL CODE 29693	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME DEERE & COMPANY					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 6400 NW 86TH STREET		CITY JOHNSTON	STATE IA	POSTAL CODE 50131	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral

John Deere 520M Loader S/N: 046988

Frontier AP12 Pallet Forks S/N: 047179

John Deere 5075 Utility Tractor S/N: 404149

Hardee/EVH Mfg Co 4014 Boom Mower S/N: 014596

together with (1) all attachments, accessories and components, repairs and improvements, (2) all accounts, general

intangibles, contract rights and chattel paper relating thereto, and (3) all proceeds, thereto including, without

limitation, insurance, sale, lease and rental proceeds, and proceeds of proceeds.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

3775172

**JOHN DEERE
FINANCIAL**

Print Date: 5/26/2020

Account: Transaction History**Account Number** 7508

Seq. #	Post Date Eff Date	Description	Total	-----Amount Applied To-----				Principal Balance
				Principal	Interest	Late Fees	Misc Fees	
30	09/20/2018	Opening Balance	\$65,097.68	\$65,097.68	\$0.00	\$0.00	\$0.00	\$65,097.68
58	11/02/2018	Insurance Disbursement	\$2,113.00	\$2,113.00	\$0.00	\$0.00	\$0.00	\$67,210.68
145	11/29/2018	Insurance Disbursement	-\$2,113.00	-\$2,113.00	\$0.00	\$0.00	\$0.00	\$65,097.68
147	11/29/2018	Adjustment						
	11/29/2018	Payment	-\$2,178.20	-\$2,162.27	\$0.00	-\$15.93	\$0.00	\$62,935.41
267	11/01/2018							
	11/29/2018	Past Due Charge	-\$14.40	\$0.00	\$0.00	-\$14.40	\$0.00	
268	11/29/2018	Adjustment						
	12/11/2018	Payment	-\$2,213.42	-\$2,213.42	\$0.00	\$0.00	\$0.00	\$60,721.99
269	12/11/2018							
	02/04/2019	Payment	-\$1,041.88	-\$1,041.88	\$0.00	\$0.00	\$0.00	\$59,680.11
270	02/04/2019							
	02/08/2019	Payment	-\$1,085.10	-\$1,085.10	\$0.00	\$0.00	\$0.00	\$58,595.01
271	02/08/2019							
	04/04/2019	Payment	-\$1,085.10	-\$1,085.10	\$0.00	\$0.00	\$0.00	\$57,509.91
272	04/04/2019							
	04/09/2019	Payment Reversal Bank	\$1,085.10	\$1,085.10	\$0.00	\$0.00	\$0.00	\$58,595.01
291	04/04/2019	Return						
	05/03/2019	Payment	-\$2,177.87	-\$2,161.35	\$0.00	-\$16.52	\$0.00	\$56,433.66
315	05/03/2019							
	07/10/2019	Payment	-\$2,200.05	-\$2,179.05	\$0.00	-\$21.00	\$0.00	\$54,254.61
316	07/10/2019							
	07/15/2019	Payment	-\$2,186.85	-\$2,186.85	\$0.00	\$0.00	\$0.00	\$52,067.76
317	07/15/2019							
	08/12/2019	Payment	-\$1,085.10	-\$1,085.10	\$0.00	\$0.00	\$0.00	\$50,982.66
328	08/12/2019							
	11/25/2019	Payment	-\$2,161.22	-\$2,149.42	\$0.00	-\$11.80	\$0.00	\$48,833.24
331	11/25/2019							
	01/17/2020	Payment	-\$1,089.23	-\$1,082.03	\$0.00	-\$7.20	\$0.00	\$47,751.21
345	01/17/2020							
	03/02/2020	Payment	-\$2,177.40	-\$2,161.80	\$0.00	-\$15.60	\$0.00	\$45,589.41
346	03/02/2020							
	03/06/2020	Payment	-\$1,092.30	-\$1,092.30	\$0.00	\$0.00	\$0.00	\$44,497.11
347	03/06/2020							
	05/11/2020	Payment	-\$1,093.50	-\$1,093.50	\$0.00	\$0.00	\$0.00	\$43,403.61
	05/11/2020							

External View