

BALLOON NOTE
(Fixed Rate)

Staff Exhibit No. 30
Date 6-24-10 Reporter DF
File No. SL-2010-0118
WLL-2010-0118

FILED
July 12, 2010
Data Center
Missouri Public
Service Commission

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

\$ _____, 20____

1. Borrower's Promise To Pay. In return for value received, the undersigned, jointly and severally, promise to pay to the order of FOUR SEASONS LAKESITES, INC. (the "Lender") U.S. _____ Dollars (\$ _____) (the "principal"), plus interest.

2. Interest. Interest rates applicable to this Loan are:

PAD RATE _____ percent (____ %) per annum for all payments made by pre-authorized draft; or

NON-PAD RATE _____ percent (____ %) for all other payments.

Interest on this Note will be charged from the date written above on unpaid principal until the full amount of principal has been paid at the ☐ PAD Rate, ☐ Non-PAD Rate (select one), and interest shall be computed on an actual, 365-day year basis.

The rate of interest for this Note, as indicated above, is subject to adjustment at any time during the term of this Note in the event the undersigned terminates or initiates authorization for pre-authorized automatic drafts of its checking or savings account. In the event of termination, the interest rate shall be adjusted to correspond to the "Non-PAD" rate defined above. In the event pre-authorization is initiated, the interest rate shall be adjusted to correspond to the "PAD" rate set forth above. Interest rates shall be adjusted to take effect immediately upon receipt of notice by the undersigned's depository institution receiving same (the "Rate Change Date"). Following each interest rate adjustment, interest shall be paid at the annual rate, as adjusted, until this Note is paid in full or until the rate is again adjusted.

3. Payments. Principal and interest shall be paid for [insert three (3) or five (5)] years in equal monthly installments of _____ Dollars (\$ _____) on the _____ day of each month beginning on _____ with a final monthly payment on _____ (the "maturity date"). Each payment will be applied to interest before principal. A balloon payment of the unpaid principal balance of _____ Dollars (\$ _____), interest and any other charges described below that may be owed under this Note shall also be due on the maturity date. The undersigned will make monthly payments at Four Seasons Lakesites, Inc., P.O. Box 1386, Lake Ozark, Missouri 65049 or at a different place if required by the holder of this Note.

4. Borrower's Right To Prepay. Upon written notice to the holder of this Note, the undersigned may prepay the principal amount outstanding in whole or in part without penalty. All prepayments shall be applied first to the payment of accrued interest and second to reduce the amount of principal. A partial prepayment will not change the due date or the amount of the monthly payment unless the holder of this Note agrees in writing to such a change.

5. Loan Charges. If the interest or other loan charges are found to exceed the maximum permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to

reduce the charge to the permitted limit; and (ii) any sums already collected which exceeded permitted limits will be applied to the principal or as a partial prepayment.

6. Borrower's Default.

A. If the holder of this Note has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, the undersigned will pay a late charge to the holder of this Note. The amount of the charge will be five percent (5%) of the undersigned's overdue payment of principal and interest.

B. Failure to pay the full amount of each monthly payment on the date it is due or any interest or penalties under this Note shall result in default.

C. If default is made in the payment of any amounts due, or in the event of the undersigned's breach of any of the terms or conditions of the Sale Contract or Deed of Trust executed as of even date, the holder of this Note may declare the entire outstanding principal and interest immediately due and payable, including any late charges accrued, without notice or demand. The failure of the holder of this Note to exercise its right shall not constitute a waiver of such right.

D. In the event of default by the undersigned in the payment of this Note, the undersigned shall pay all costs and expenses incurred by the holder in enforcing this Note, including attorneys' fees, to the extent not prohibited by applicable law.

7. Obligations Of Persons Under This Note. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. The holder of this Note may enforce its rights under this Note against each person individually or against all together.

8. Waivers. The undersigned hereby waives the rights of presentment and notice of dishonor. "Presentment" means the right to require the holder of this Note to demand payment of amounts due. "Notice of dishonor" means the right to require the holder of this Note to give notice to other persons that amounts due have not been paid.

9. Secured Note. This Note is secured by a Deed of Trust executed as of even date. Reference is made to that Deed of Trust for conditions of default and other obligations of the undersigned.

Witness the hand(s) and seal(s) of the undersigned.

Borrower

Borrower

Four Seasons Lakesites, Inc. 2121 Bagnell Dam Boulevard Lake Ozark, MO 65049	_____ _____ _____ _____ _____ _____ _____	Lot _____ Subdivision _____ Phase _____ Date _____ Loan Amount \$ _____
LENDER'S NAME AND ADDRESS	BORROWER'S NAME AND ADDRESS	

BALLOON NOTE DISCLOSURE
"YOU" MEANS THE BORROWER

This disclosure is given to provide information concerning the loan applied for.

This loan is due _____ (maturity date). On that date, the entire principal balance of the loan and unpaid interest then due will be payable in full. Because the principal amount of your loan is being amortized over a period of fifteen (15) years, the total of your loan payments over the [insert three (3) or five (5)] year term of this loan will not equal the total principal amount borrowed. Therefore, on the maturity date, you will have to make a balloon payment of the remaining principal and interest. Based on the loan for which you have applied, the balloon payment is estimated to be _____ Dollars (\$ _____), assuming all other payments are made when due.

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☐ At least ninety (90), but not more than one hundred twenty (120), days prior to the expected maturity date, the Lender shall send you a notice of maturity with the current estimate of the balloon payment and a reminder of the date it will mature.

☐ You will be sent a notice of the estimated balloon payment at least _____ (____) days before the expected maturity date of your loan.

Even if the Lender is not under any obligation to refinance the balloon payment, it will consider an application to refinance this loan at the time payment is due on the same basis as all other new loan applications.

Applicant(s) acknowledge receipt of a copy of this disclosure on today's date.

Contract: «CONT»

THE CLUB AT PORTO CIMA

BUYER'S ACKNOWLEDGMENT

The undersigned ("Buyer") has executed a contract (the "Sale Contract") to purchase a residence or homesite in the Porto Cima residential community.

Buyer acknowledges that memberships in The Club at Porto Cima (the "Club") are being offered in accordance with The Club at Porto Cima Membership Plan, as amended (the "Membership Plan"). Buyer acknowledges receipt of the Membership Plan.

Buyer acknowledges that the Membership Plan permits Buyer the opportunity to apply for membership in the Club for a period of 60 days from the date of the closing on the purchase of a residence or homesite, provided the Club has reserved memberships for sale. Buyer may apply for membership by submitting a Membership Agreement and the required Membership Deposit to the Club. Buyer is guaranteed that the amount of the Membership Deposit will be locked-in until the end of the 60 day availability period.

Buyer may apply for a membership at a later date only if one is available and not reserved. Buyer acknowledges that the Club at a later date cannot be compelled to issue a reserved membership to Buyer or the subsequent purchasers of the residence or homesite. Buyer further acknowledges that unless acquired during the 60 day period it is highly unlikely that a membership will be made available in the future.

Buyer acknowledges and understands that the 18-hole Jack Nicklaus Signature golf course, driving range and practice facilities, golf clubhouse, yacht clubhouse, tennis courts, swimming pool, and marina facilities (the "Club Facilities") are not common areas of Four Seasons Lakesites Property Owners Association, Inc. (the "Association"), but rather are private property which are owned by The Club at Porto Cima, Inc. (the "Company") in accordance with the Membership Plan. Buyer acknowledges that although the Club Facilities may be deemed open space or recreation area for purposes of applicable zoning ordinances and regulations, the Club Facilities are not owned by the property owners of the Association, and that use of the Club Facilities may only be obtained by acquiring a membership in the Club. Accordingly, the undersigned hereby releases and discharges forever any claims against the Company, the seller, and their affiliates, under the Sale Contract that the undersigned may use the Club Facilities without acquiring a membership and paying any required membership deposit, dues, fees and charges.

For further information on membership in the Club, please contact the Membership Director at (573) 964-3034 or (800) 234-9186 or visit the Membership Office at 133 Clubhouse Drive, Sunrise Beach, Missouri 65079.

This Buyer's Acknowledgment shall survive the closing of the purchase of Buyer's residence or homesite.

«NAME1»

«NAME2»

«NAME3»

«NAME4»

Date: «SDATE»

Contract: «CONT»

FOUR SEASONS LAKESITES, INC.
CASH DISCOUNT OPTION LETTER

DATE: «SDATE»

Purchaser, «NAME1», «NAME2»

Have (has) the option to pay cash for Lot «WEEK», «INVDSC»

within 30 days of the date of this letter. Should the option be exercised the purchaser will receive a five percent (5%) discount on the sale price.

Balance due 0.0 Received on or «SDATE30»
before

Balance due «TTLBAL» Received after «SDATE30»

The balance due amount must be mailed in the provided envelope to:

Four Seasons Lakesites,
Inc.
P.O. Box 430
Lake Ozark, MO 65049
Attn: Contracts Dept.

This discount will apply only if the balance due is received by Four Seasons on or before the due date.

Purchaser Date

Sales Manager Date

CREDIT APPLICATION

NAME _____ BIRTHPLACE _____ SSN _____
 SPOUSE _____ BIRTHPLACE _____ SSN _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 PHONE _____ OWN _____ RENT _____ HOW LONG? _____
 PREVIOUS ADDRESS (IF LESS THAN 3 YEARS) _____
 MORTGAGOR/LANDLORD _____ MONTHLY PAYMENT _____ VALUE _____
 BANK _____ LOCATION _____ PHONE _____
 CHECKING BAL _____ SAVINGS BAL _____ OTHER INCOME _____ SOURCE _____
 EMPLOYER _____ POSITION _____ SALARY _____
 YEARS WITH EMPLOYER _____ PHONE _____ CITY _____ ZIP _____
 PREVIOUS EMPLOYER (IF WITH CURRENT EMPLOYER LESS THAN 3 YEARS) _____
 _____ POSITION _____ SALARY _____
 YEARS WITH PREV. EMPLOYER _____ PHONE _____ CITY _____ ZIP _____
 IF SELF EMPLOYED: BUSINESS NAME _____ PHONE _____
 SELF EMPLOYED CPA/SUPPLIER NAME _____ PHONE _____
 SPOUSE'S EMPLOYER _____ EMPLOYER _____
 POSITION _____ SALARY _____ POSITION _____ SALARY _____
 YEARS WITH EMPLOYER _____ PHONE _____ CITY _____ ZIP _____
 NEAREST RELATIVE (NOT LIVING WITH YOU) _____ RELATION _____
 ADDRESS _____ PHONE _____
 PERSONAL REFERENCE 1 _____ PHONE _____
 PERSONAL REFERENCE 2 _____ PHONE _____

OUTSTANDING INSTALLMENT OBLIGATIONS AND CREDIT REFERENCES

CREDITOR	ACCOUNT NUMBER	COLLATERAL	BALANCE	MONTHLY PAYMENT

I HEREBY ACKNOWLEDGE that I am over the age of eighteen (18) years, and that all of the information set forth in this credit statement is true, accurate and full and complete disclosure thereof. I HEREBY authorize any holder of the Real Estate Purchase Agreement or any person, firm or corporation requested to extend credit thereunder (including any employee or agent of any of them) to communicate with any person, firm or corporation including my employer in respect of my credit worthiness. IN THE EVENT that credit is extended to me in respect of my Real Estate Purchase Agreement, I hereby authorize any holder thereof, the creditor, any attorney, debt collector or collection agency (their agents or employees), to communicate with any person, firm or corporation (including my employer), in respect of such debt. I FURTHER AUTHORIZE any holder of the Real Estate Purchase Agreement, the creditor thereof, any attorney, debt collector or collection agency communicating any and all information concerning this application or debt to any credit reporting agency or other creditor. I FURTHER ACKNOWLEDGE AND AGREE that I will notify the creditor or prospective creditor in writing of any change in my name, address or employment within a reasonable time thereafter.

Date
#409488v1

Purchaser

Purchaser

12/05

GENERAL WARRANTY DEED
(INDIVIDUAL)

This Deed, made and entered into this ____ day of _____, 20__, by and between _____, [insert address _____], of the County of _____, State of _____ ("Grantor") and FOUR SEASONS LAKESITES, INC., a corporation, organized and existing under the laws of the State of Missouri, with its principal office at P.O. Box 430, 2121 Bagnell Dam Boulevard, Lake Ozark, Missouri, 65049, of the County of Camden, State of Missouri ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents *GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM* unto the said Grantee, the following described real estate, situated in the County of Camden and State of Missouri, to-wit:

All of Lot Number ____ (____), in _____, all as shown on the plat(s) of said subdivision, filed for record in Plat Book No. ____ at Page(s) ____, in the Recorder's Office of Camden County, Missouri; subject, however, to the provisions shown on said plat(s), and to all easements, restrictions, conditions and reservations of record, including but not being limited to, those contained in an indenture dated _____, _____, and recorded in Book ____, Page ____, in the Recorder's Office of Camden County, Missouri (or as now or hereafter amended); and subject further to all existing roadways, electric and telephone lines, whether of record or not of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors' and assigns of such Grantee forever.

The said Grantor hereby covenanting that said Grantor and the heirs, executors and administrators of such Grantor, shall and will *WARRANT AND DEFEND* the title to the premises unto the said Grantee, and to the successors and assigns of such Grantee forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year ____, and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Grantor has or have hereunto set their hand or hands
the day and year first above written.

STATE OF: MISSOURI)
) SS
COUNTY OF: CAMDEN)

On this ____ day of _____, _____, before me personally appeared
_____ to me known to be the person or persons
described in and who executed the foregoing instrument, and acknowledged that _____ executed
the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made and entered into this ____ day of _____, 20__, between and among: _____, whose address is _____ ("Grantor", whether singular or plural), and Dempster K. Holland, whose address is 10176 Corporate Square, Suite 150, St. Louis, Missouri 63132 ("Trustee"), and FOUR SEASONS LAKESITES, INC., whose business address is 2121 Bagnell Dam Boulevard, Lake Ozark, Missouri 65049 ("Grantee" hereinafter referred to as "Beneficiary"), which designations shall also include the successors in interest of the several parties.

WITNESSETH:

WHEREAS, Grantor has executed and delivered to Beneficiary a note of even date in the principal sum of _____ Dollars (\$ _____), which is due and payable according to the terms thereof (the "Note").

NOW, THEREFORE, in order to secure: (1) the payment and performance of the Note; (2) any other present indebtedness or obligation of Grantor to Beneficiary; (3) any and all replacements, modifications, renewals or extensions thereof; and (4) the performance and observance of every covenant and condition herein contained (all of the foregoing collectively called the "secured items" and/or "obligations secured hereby"), and for and in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid by the Trustee on or before the execution of this Deed of Trust, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor by these presents does hereby GRANT, BARGAIN AND SELL, MORTGAGE, WARRANT, PLEDGE, CONVEY AND CONFIRM, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Trustee, and unto his successors and assigns, TO HAVE AND TO HOLD IN TRUST FOREVER, with power of sale subject to the terms and conditions of this Deed of Trust, collateral consisting of the following described real property situated in the County of Camden, State of Missouri, to wit:

All of Lot Number _____ () in " _____ ", all as shown on the plat(s) of said subdivision filed for record in Plat Book No. _____ at Page(s) _____, in the Office of the Recorder of Deeds in Camden County, Missouri, subject to all easements, restrictions, conditions and reservations of record, including, but not limited to, those contained in the Third Amended and Restated Declaration of Restrictive Covenants dated July 2, 1996, and recorded in Book 431, Page 292, in the Office of the Recorder of Deeds of Camden County, Missouri (or as now or hereafter amended); and subject further to all existing roadways, electric and telephone lines, whether of record or not of record (all of the foregoing collectively referred to as the "Property").

THE GRANTOR REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Repayment of Note. Grantor will duly and promptly pay and perform all obligations secured hereby including without limitation the Note.

2. Good Title. Grantor warrants that it is lawfully seized and possessed of a good and indefeasible title and estate in fee simple to the Property and that the lien of this Deed of Trust shall be a first lien on the Property unless otherwise provided herein. Grantor will do all things necessary to defend Grantor's title to the Property. Beneficiary may intervene in any action or suit affecting title to the Property and may employ its own counsel at Grantor's expense in connection with any action or suit affecting title to the Property to which it may be a party by intervention or otherwise.

3. Taxes and Assessments. Before they become delinquent, the Grantor will pay all taxes, assessments, charges, fines and impositions of every character which are now or hereafter due on the Property.

4. Insurance. Grantor will keep the Property insured against loss by fire and other hazards, casualties and contingencies as Beneficiary may require in companies and amounts satisfactory to Beneficiary, in form acceptable to Beneficiary and naming Beneficiary as an additional insured. Grantor will give Beneficiary and the applicable insurer prompt notice of any damage to the Property. All insurance proceeds attributable to the Property shall be paid solely to the Beneficiary, who is authorized to adjust and compromise any claim without the consent of Grantor, to collect, receive and receipt for such proceeds in the name of Grantor and Beneficiary, and to endorse Grantor's name. The power granted hereby shall be deemed to be coupled with an interest and shall be irrevocable. Beneficiary shall apply any insurance proceeds to: (1) reimbursement of all expenses and costs of Beneficiary incurred in collecting the proceeds; (2) payment of all amounts payable by Grantor to Beneficiary; and (3) payment of all obligations secured hereby whether or not due and payable, or Beneficiary may at its sole option apply such proceeds to the repair or rebuilding of the Property. Any application of such proceeds to the Note shall not extend or postpone the due date of any monthly installment or reduce the amount of any payment required by the Note, unless and until the Note is fully paid. In the event of foreclosure hereunder Beneficiary shall have the right to assign to the purchaser at the foreclosure

sale the unexpired term of all policies required hereby, or at the option of Beneficiary, Beneficiary may collect any unearned premiums and apply the same on the secured items. Each insurance policy shall contain an agreement by the insurer that the policy shall not be canceled or changed without at least thirty (30) days prior written notice to Beneficiary.

5. Maintenance of Property. Grantor will at all times maintain, preserve and keep the Property, and every part thereof, in good condition. Grantor will not threaten, commit, permit or suffer any waste of the Property or any violation of law, ordinance, order, judgment, regulation, rule, permit, license, condition, policy of insurance or restriction applicable to the Property, its use, condition, occupancy or operation.

6. Liens. Grantor will not suffer any mechanics', laborers', materialmen's or any other similar liens to remain on the Property, or any part thereof. Grantor shall promptly pay when due all assessments imposed by the property owners association of which the Property is a part.

7. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold or transferred without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all items secured hereby. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all items secured hereby. If Grantor fails to pay these sums prior to the expiration of such period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

8. Additional Instruments. Grantor will, upon reasonable request, promptly execute, acknowledge and deliver such further acts, deeds, conveyances, mortgages, financing statements, transfers and assurances as the Beneficiary may require for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustee the Property hereby conveyed. Grantor will, upon reasonable request, forthwith execute, acknowledge and deliver such estoppel certificates with respect to such items and in such form as Beneficiary shall designate.

9. Assignment of Rents. The rents of the Property, if any, are hereby assigned to the Beneficiary as security for the payment and performance of the secured items.

10. Expenses of Beneficiary. Such expenses and fees, including attorneys' fees, as may be incurred in the protection of the Property and the maintenance and execution of this trust, the enforcement of any obligation hereby secured or the foreclosure by Trustee's sale or court proceedings or in any other litigation or proceeding affecting the Property, shall be paid by the Grantor and secured by this Deed of Trust.

11. Change of Law. In the event of the passage after the date of this instrument of any law of the State of Missouri deducting from the value of the Property for the purposes of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby, or the manner of the collection of any such taxes so as to

affect the interest of the Beneficiary, the whole sum secured by this instrument, at the option of the Beneficiary, shall immediately become due, payable and collectible.

12. Successor Trustee. By instrument properly executed, acknowledged and filed for record in the Office of the Recorder of Deeds in Camden County, Missouri, the Beneficiary may appoint a substitute Trustee, who shall have and possess all the powers, authorities and duties vested in the Trustee by this Deed of Trust. The making of oath or giving of bond by the Trustee or the successor or successors of the Trustee is hereby expressly waived by the Grantor.

13. Events of Default. Any of the following shall constitute an event of default hereunder: (1) any assignment made by the owner of the Property for the benefit of creditors; (2) any appointment of a receiver, liquidator or trustee, of the owner of the Property; (3) the adjudication of such owner to be a bankrupt or insolvent; (4) the filing by such owner of any petition for bankruptcy, reorganization, or arrangement pursuant to the Federal Bankruptcy Act or any similar statute; (5) the institution by such owner of proceedings for the dissolution or liquidation of such owner; (6) any involuntary appointment, adjudication, petition or proceeding, with respect to such owner, if not discharged, stayed or dismissed within sixty (60) days; (7) the failure of Grantor to pay or perform any obligation which is a part of the secured items, or any part thereof, as such obligation becomes due; (8) the failure of Grantor punctually and promptly to perform any covenants, agreements or conditions contained herein; (9) the falsity or inaccuracy of any representation or warranty made by Grantor or any guarantor of Grantor to Beneficiary hereunder or in connection herewith or otherwise; (10) the death or incompetence of Grantor or any guarantor of Grantor; or (11) a material adverse change in the financial condition of Grantor or any guarantor of Grantor.

14. Remedies. If default be made in the performance of the Note or in the performance of this Deed of Trust, then the Beneficiary, at its option, may declare the obligations secured hereby then remaining unpaid, together with all arrearages of interest, immediately due, payable and collectible regardless of maturity, without notice, and this Deed of Trust shall remain in force; and the Trustee may proceed to sell the Property and any and every part thereof, at public venue to the highest bidder for cash at the Front Door of the Court House in Camden County, Missouri, first giving notice of the time and place of sale, a description of the property to be sold by advertisement published as is provided by the laws of the State of Missouri, and upon sale shall execute and deliver a deed of conveyance of the Property sold to the purchaser thereof; and the Trustee shall receive the proceeds of such sale out of which the Trustee shall pay: First, the cost and expenses of executing this trust, including compensation to the Trustee for services, and a reasonable attorneys' fee to the attorneys of the holder of the secured obligation at such sale; and Second, to the Beneficiary, upon the usual vouchers therefor all monies paid for insurance and taxes and judgments upon statutory lien claims, and interest thereon as hereinbefore provided for; and Third, the secured items with interest to the time of such sale; and Fourth, at the option of the Beneficiary, all liens junior to the lien of this Deed of Trust; and Fifth, the balance of such proceeds, if any, shall be paid to the Grantor. Any certificate of title or abstract of title to said real estate furnished in connection with this Deed of Trust shall be delivered and belong to the purchaser at Trustee's sale.

It is further agreed that in case a notice of sale has been begun hereunder, but is discontinued by act or request of the Grantor, Grantor shall pay a Trustee's fee of One Hundred Dollars (\$100.00) as part of the cost incurred.

15. Multiple Grantor. If Grantor consists of more than one party, each Grantor shall be jointly and severally liable under any and all obligations, covenants and agreements of the Grantor contained herein, and each Grantor is and shall remain the agent, with full authority, of all the Grantors in making payments to Beneficiary, in receiving any notice or demand hereunder, in receipting for the Property or any part thereof and in dealing with Beneficiary hereunder.

16. Corporate or Other Entity. If Grantor is a corporation, limited liability company or partnership, Grantor and the individuals executing this Deed of Trust on Grantor's behalf hereby represent and warrant that: (1) Grantor is a corporation, limited liability company or partnership validly organized and existing under and pursuant to the laws of the state indicated in the acknowledgment of Grantor's signature attached hereto and is incorporated in or has authority to do business in Missouri; (2) Grantor has full power and authority to execute and deliver the Note, this Deed of Trust and all instruments related thereto; (3) the officers, members, partners and other representatives of Grantor who are executing and delivering the Note, this Deed of Trust and all instruments related thereto have been duly and lawfully authorized to do so, and the same are legally binding upon and enforceable against Grantor; and (4) all acts, proceedings and things necessary thereto or proper in the premises have been done, taken and performed.

17. Performance of Beneficiary. If Grantor shall fail to perform any of the covenants herein contained, the Beneficiary may perform the same on Grantor's behalf or make advances for such purposes; and Grantor hereby agrees to repay upon demand all sums so advanced on its behalf at the maximum annual interest rate permitted by law, and all sums so advanced with interest as aforesaid shall be secured hereby, but no such advance shall be deemed to relieve the Grantor from any default hereunder.

18. Cumulative Rights. The rights of the Beneficiary arising under the clauses and covenants contained in this Deed of Trust shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others, and no act of the Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

19. UCC Remedies: Grantor grants to Beneficiary a continuing security interest in the following (except that no security interest shall be hereby created in any household goods of Grantor): (1) all personal property now or hereafter owned by Grantor and used or intended to be used in the possession, occupation or enjoyment of the Property; (2) all of Grantor's goods, chattels, furniture, equipment, machinery, parts, tools and special tools together with all additions, attachments, accessories, accessions and repairs thereon and replacements thereof; (3) all cash and non-cash proceeds of the foregoing described in (1) and (2) above, whether immediate or remote; (4) all replacements, additions and substitutions of the foregoing described in (1) and (2) above, and agrees that, in addition to all other rights and remedies granted hereunder, Beneficiary shall have all the rights and remedies granted to a secured party under the

Missouri Uniform Commercial Code. Without the written consent of the Beneficiary, no security interest will be created or suffered to be created with respect to any personal property conveyed by this Deed of Trust. Grantor hereby further grants Beneficiary a continuing security interest in and right to set off against any account Grantor has with Beneficiary, any other Property securing other loans or obligations with Beneficiary and any other property of Grantor now or hereafter in Beneficiary's possession, all as security hereunder.

20. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to Beneficiary.

21. Trustee. The Trustee covenants faithfully to perform the Trust herein created.

22. Lease to Grantor. The Trustee hereby lets said Property to the Grantor until a default hereunder upon the following terms and conditions, to-wit: the Grantor and every and all persons claiming or possessing such Property, or any part thereof, by, through or under them shall pay rent therefor during said term at the rate of one cent (1¢) per month, payable monthly upon demand, and shall surrender immediate peaceable possession of said Property, and any and every part thereof, upon such default, without notice or demand therefor.

23. Binding Obligation. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto, and the term Beneficiary shall include any obligee of the obligations secured hereby or any transferee thereof whether by operation of law or otherwise. Beneficiary may for any reason and at any time assign, pledge, sell, transfer, negotiate, convey or otherwise dispose of the Note, this Deed of Trust and Beneficiary's rights thereunder.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be duly executed the day and year first above written.

GRANTOR:

By _____

By _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that on the _____ day of _____, 20____, personally appeared before me _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Notary Public

My Commission Expires:

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that on the _____ day of _____, 20____, personally appeared before me _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Notary Public

My Commission Expires:

FINANCING CONTINGENCY ADDENDUM
TO
FOUR SEASONS LAKESITES, INC.
LOT SALE CONTRACT

This Financing Contingency Addendum executed by and between FOUR SEASONS LAKESITES, INC. ("SELLER"), and the below identified buyer(s) ("BUYER", jointly and severally, without regard to gender) modifies the Lot Sale Contract ("Sale Contract") executed by SELLER and BUYER as of even date. All capitalized terms used herein shall have the same meanings as set forth in the Sale Contract.

BUYER(S): _____

LOT: _____

SUBDIVISION: _____

1. Contingency. The closing of this Sale Contract is contingent upon the ability of SELLER to provide financing on terms as set forth in this Paragraph 1 at Closing. If financing cannot be obtained, then either SELLER or BUYER may cancel the Sale Contract and BUYER's Down Payment will be refunded as set forth below.

a. Term. The Buyer Note shall be for a term of three (3) or five (5) years amortized over fifteen (15) years and a balloon payment after three (3) or five (5) years.

b. Interest Rate. As of September 29, 2005, the interest rate for the Buyer Note is eight percent (8%) for a three (3) year Buyer Note or eight and seventy-five one hundredths percent (8.75%) for a five (5) year Buyer Note.

c. Minimum Down Payment. The minimum total Down Payment is ten percent (10%).

d. Pre-Authorized Drafts. The interest rate of eight percent (8%) for a three (3) year Buyer Note or eight and seventy-five one hundredths percent (8.75%) for a five (5) year Buyer Note is for PAD (Pre-Authorized Drafts). If BUYER elects not to use PAD or closes the PAD during the term of the Buyer Note, the interest rate will increase to eight and twenty-five one hundredths percent (8.25%) for a three (3) year Buyer Note or nine percent (9%) for a five (5) year Buyer Note.

e. Lender Approval. BUYER's loan portfolio, including but not limited to its note, deed of trust, guaranties, credit application, credit report and all other loan documents, must be reviewed and approved by SELLER's lender.

2. Closing. The date for Closing set forth in the Sale Contract may be extended without notice to BUYER in order to enable SELLER's lender to complete its review of BUYER's loan documents and to accommodate any additional requests as might be made by lender.

3. Termination of the Sale Contract. If SELLER is unable to provide financing on the terms set forth in Paragraph 1 above for any reason, either party may terminate the Sale Contract and SELLER shall return BUYER's Initial Cash Deposit and any additional Down Payment (together, the "Down Payment"). Upon refund of the Down Payment, both SELLER and BUYER will be released from the terms of the Sale Contract and the Sale Contract shall thereafter be null and void. BUYER agrees that if more than one (1) person or entity is listed on the Sale Contract as the BUYER, SELLER shall be obligated to return the full Down Payment amount to only one (1) of the listed persons. BUYER agrees that once the Down Payment has been disbursed to one (1) listed BUYER, that BUYER will indemnify and hold SELLER harmless for any claims, damages or causes of action of additional persons or entities listed as BUYER for the return of the Down Payment.

4. Cash at Closing. Nothing herein shall prevent BUYER from paying cash at Closing or providing his or her own financing.

5. Cancellation Rights. Nothing herein shall be construed to extend BUYER's right to cancel the Sale Contract as set forth therein.

IN WITNESS WHEREOF, BUYER and SELLER have executed this Financing Contingency Addendum as of this _____ day of _____, 20_____.

BUYER: _____

FOUR SEASONS LAKESITES, INC.,
a Missouri corporation

BUYER: _____

By: _____

Printed Name

Its: _____

Authorized Representative