

2024 Payment Policies

We are aware that the past few years have presented unique financial challenges for many. At Country Lots, our goal is to help you keep your account in good standing and avoid paying excessive late fees and interest over the course of your loan.

If you have an Installment Sales Contract, Item 10 specifies your obligations as the Buyer to make regular, prompt payments.

10. <u>Default.</u> If Buyer fails to pay any one or more payments due under the Deferred Payment Note, or if Buyer fails to comply with any of the terms and conditions set forth herein, and such nonpayment or failure to comply continues for a period of ten (10) days after written notice thereof to Buyer, Seller shall have the right to declare Buyer in default hereunder, in which event the Deferred Payment Note shall, without further notice or demand, be immediately due and payable. Upon Buyer's failure to immediately pay Deferred Payment Note in full, Seller shall have all rights and remedies available at law or equity as the result of such default, including but not limited to the right to cancel Buyer's rights herein, in which event:

- a) Seller shall be released from all obligations in law and equity to convey the property to Buyer; b) Buyer shall forfeit all rights to the property and any improvements located thereon (including but not limited to utilities), and to the possession thereof;
- c) Seller shall have an immediate right to retake possession of the property; and d) All payments which have been made by Buyer shall be credited by Seller to the reasonable rental value of the property during the period Buyer has had the right to use and occupy the same, and any excess of such payments shall be deemed liquidated damages, Seller and Buyer hereby agreeing and acknowledging that the actual measure of Seller's damages would be impossible to ascertain.

If you have a Warranty Deed, the payment terms and conditions are spelled out in your Security Deed, which can be obtained from the Clerk of Court in the county your lot is located in.

While we are within our rights to call the Deferred Payment Note immediately due in full after one missed payment, it has always been our policy to work with our customers to bring the account up to date. Beginning January 1, 2024, the following policies will be in place and will apply to all customers:

- 1. A Late Notice will be issued under the following conditions:
 - a. Your account is 30 or more days past due and a full monthly payment has not been made in the past 30 days.
 - b. Your account is 45 days or more past due, regardless of when your last payment was made.



You will have 15 days to make a minimum of one full payment, or a Final Notice will be issued. If you have made one full payment, but your account is still 30 or more days past due, you will continue to receive Late Notices until your account is brought up to date.

- 2. A Final Notice will be issued 15 days after the Late Notice if one full payment has not been received.
 - -If a Final Notice is issued, two full monthly payments must be made within 15 days, or the lot will be reclaimed.
 - -If a second Final Notice is issued within a 6 month period, the full Past Due amount must be paid, or the lot will be reclaimed.
 - *PLEASE NOTE: If you are mailing a payment in response to a Final Notice, we highly recommend using a method with tracking and taking a picture of the check or money order before sending.
- 3. If a dispossessory is filed as a result of nonpayment, you must pay the full amount due plus filings fees to cancel the dispossessory process.
- 4. If more than one dispossessory is filed on your lot within a 12 month period, your note will be called due in full.

Again, we understand the financial challenges many have experienced over the past few years. If it is no longer feasible for you to keep your lot, please contact us at countrylots@gmail.com or 770-207-0620 to discuss the process or releasing your lot.