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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

The Honorable R. Lawton McIntosh, Circuit Court Judge

Civil Action No.: 2021-CP-04-00685

Anderson Discount Housing, LLC,.....Appellant,

v.

John M. Hornbeck III and Christina L. Hornbeck,.....Respondents,

RECORD ON APPEAL

Townes B. Johnson III (SC Bar# 75412)
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PO BOX 9246
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Attorney for Appellant

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STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

Anderson Discount Housing, LLC)

Plaintiff,)

-vs-)

John M. Hornbeck III and)

Christina L. Hornbeck,)

Defendants.)

IN THE COURT OF COMMON PLEAS

ORDER

2021-CP-04-00685

DATE OF HEARING

May 4, 2023

PRESIDING JUDGE:

R. Lawton McIntosh

PLAINTIFFS' ATTORNEY:

Townes B. Johnson III

DEFENDANT'S ATTORNEY:

Joshua B. Raffini

COURT REPORTER:

Lisa M. Scott

THIS MATTER comes before the Court for a non-jury trial. The Plaintiffs filed its Summons and Complaint on April 12, 2021 seeking the Court's Order seeking specific performance of a Contract with Defendants concerning sale of certain real estate. Plaintiff also sought the alternative relief of damages for alleged breach of contract. The Defendants filed their Answer. Defendants' responsive pleading filed *Pro Se* on August 21, 2021, while not denominated as a Counterclaim, also included requests for both damages and attorney's fees pursuant to the same contract with Plaintiff.

At the call of the case, Chris Cox was present on behalf of Plaintiff together with Plaintiff's counsel. Defendant John Hornbeck appeared with his counsel. Defendant Christina Hornbeck did not appear, but Defendants' attorney confirmed that she did not intend to appear at trial in this matter. The Plaintiff called witnesses and presented exhibits in support of the relief requested in the pleadings. At the conclusion of Plaintiff's case, Defendants moved for a

directed verdict on various grounds. Defendants' motions were denied. Defendants called one witness in support of their claim for attorney's fees.

Having heard the witness, and reviewed the exhibits admitted into evidence, the Court denies Plaintiff's Claim for Breach of Contract and Specific Performance. In support thereof, I make the following Findings of Fact and Conclusions of Law derived therefrom:

FINDINGS OF FACT

1. I find that the Plaintiff is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Anderson County.
2. I find that the Defendants are both citizens and residents of the County of Anderson, State of South Carolina.
3. I find that this action concerns real property situated in Anderson County, South Carolina, and more specifically Lot Numbers sixty-one (61) and seventy-seven (77) Pinion Lane having Anderson County tax map numbers 146-03-01-040 and 146-03-01-039 respectively.
4. I find that this Court has jurisdiction over the parties and the subject matter of this action, and venue is proper in Anderson County.
5. I find that the parties previously entered into an agreement (hereinafter "Contract") concerning the lots identified herein above. A copy of the Contract was identified and admitted into evidence as Plaintiff's Exhibit Number 2 at trial.
6. I find that, based on undisputed testimony from both parties, Plaintiff drafted the Contract.
7. I find that the Contract contained, *inter alia*, the following terms:
 - a. Purchase price of \$55,000.00, pursuant to paragraph 2 of the Contract;

- b. Pursuant to paragraph 33 of the Contract, “[b]oth lots to be paid for by buyers within (24) months of contract date; no interest to be charged to buyer by seller.”
8. I find that, based on the testimony from both parties, the Defendants agreed to the purchase price set forth in the Contract at a reduction from the asking price for each individual lot.
9. I find that Plaintiff informed Defendant John Hornbeck on or about March 24, 2021 that he intended to proceed with purchase of one (1) of the lots that was part of the parties’ Contract. Plaintiff introduced into evidence communications between Chris Cox, on behalf of Plaintiff, and Defendant John Hornbeck by both text message and e-mail as Plaintiff’s Exhibit Numbers 1 and 4, respectively.
10. I find that Defendant John Hornbeck informed Chris Cox, on behalf of Plaintiff, that he would not proceed with the Contract on the morning of March 25, 2021, with that information communicated by e-mail and contained in Plaintiff’s Exhibit Number 4.
11. I find that the parties dispute whether they communicated outside of their written communications between March 24, 2021 and March 25, 2021. However, Defendant John Hornbeck testified that he met with Chris Cox, on behalf of Plaintiff, on the evening of March 24, 2021 and Mr. Cox insisted that the parties close on only one (1) of the lots in the Contract. Mr. Cox confirmed in his own testimony that he wanted to close on one (1) lot and pay a portion of the price specified in the Contract.
12. I find that the Contract between the parties did not provide any provision allowing Plaintiff to purchase a portion of the property covered by that agreement in

exchange for partial payment. Rather, the Contract specified a single price for two (2) separate lots together with remaining terms as set forth therein.

13. I find that Defendant Hornbeck was justified in treating Plaintiff's demand to alter the terms of the Contract as a breach of that agreement and delivering notice to Plaintiff that he was terminating the Contract.
14. I find that Plaintiff failed to present any evidence that he was ready, willing, and able to perform the terms of the parties' Contract prior to initiating this action.
15. I find that both parties acknowledged continued discussions of closing on the properties identified in the Contract. However, any such offers to close were offers to compromise as Defendants had already terminated the Contract.
16. I find that the Plaintiff is not entitled to specific performance as Defendants were justified in declaring default and terminating the Contract.
17. I find that Plaintiff is not entitled to the alternative relief of damages due to breach of contract. I find that the Plaintiff committed the first breach of the Contract and that, therefore, Plaintiff may not recover for any subsequent damages allegedly caused by Defendants' subsequent nonperformance. Furthermore, even if the Court had found Defendants committed the first breach Plaintiff failed to present any evidence of its damages such that Plaintiff would not be entitled to an award of damages.

CONCLUSIONS OF LAW

I conclude that "[b]asic contract law provides that when a contract is clear and unambiguous, the language alone determines the contract's force and effect. *Lewis v. Premium Inv. Corp.*, 351 S.C. 167, 568 S.E.2d 361 (S.C. 2002); citing *C.A.N. Enterprises, Inc. v. South Carolina Health & Human Servs. Fin. Comm'n*, 296 S.C. 373, 373 S.E.2d 584 (1988). It is not the function

of the court to rewrite contracts for parties. *See Gambrell v. Travelers Ins. Cos.*, 280 S.C. 69, 310 S.E.2d 814 (1983).

Parties to a contract may not insist on changes that vary from the terms embodied in the agreement. *See, e.g., Silver v. Aabstract Pools & Spas, Inc.*, 658 S.E.2d 539, 376 S.C. 585 (Ct.App. 2008) (party “not permitted to reinterpret written contract terms midstream because he is unhappy with the contract he executed”); *citing Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC*, 374 S.C. 483, 498, 649 S.E.2d 494, 501 (Ct.App. 2007). Similarly, interpretation of contracts “is governed by the objective manifestation of the parties’ assent at the time the contract was made. It does not depend on the subjective, after the fact meaning one party assigns to it.” *Bannon v. Knauss*, 282 S.C. 589, 593, 320 S.E.2d 470, 472 (Ct.App. 1984).

I conclude that Plaintiff’s conduct in seeking to compel only partial performance of the Contract constituted the first full breach in this matter. Accordingly, Defendants were justified in sending notice of termination. “Where a contract is not performed, the party who is guilty of the first breach is generally the one upon whom all liability for the nonperformance rests.” *Willms Trucking Co., Inc. v. JW Constr. Co., Inc.*, 314 S.C. 170, 178, 442 S.E.2d 197, 201 (Ct.App. 1994).

I conclude that the parties shall each be responsible for their own attorney’s fees and costs. “Attorney’s fees are not recoverable unless authorized by contract or statute.” *Jackson v. Speed*, 326 S.C. 289, 486 S.E.2d 750 (1997); *citing Blumberg v. Nealco., Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993). In this case, the Contract allowed either party to seek an award of attorney’s fees if the other party breached. However, while the Contract authorized recovery of fees the language did not mandate an award of fees. An award of attorney’s fees is, therefore, in the discretion of the Court. I conclude that under all facts and circumstances of this action, as set forth above, neither party shall be entitled to recover fees.

IT IS, THEREFORE, ORDERED ADJUDGED and DECREED:

1. Plaintiff's claim for specific performance of the Contract is denied.
2. Plaintiff's alternative claim for damages arising from breach of contract is denied.
3. Each party shall be responsible for their own attorney's fees and costs.
4. Plaintiff shall file cancellation of Lis Pendens previously filed in association with this case, said Lis Pendens filed under Case No. 2021-LP-04-00063.

IT IS SO ORDERED this _____ day of May, 2023.

R. Lawton McIntosh
Presiding Circuit Court Judge
Tenth Judicial Circuit

Anderson, South Carolina



Anderson Common Pleas

Case Caption: Anderson Discount Housing Llc VS John M. Hornbeck III , defendant,
et al

Case Number: 2021CP0400685

Type: Order/Other

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
	)	
Anderson Discount Housing LLC,	)	C. A. No. 2021-CP-
	)	
Plaintiff,	)	
	)	
v.	)	
	)	SUMMONS
	)	
John M. Hornbeck III and Christina L.	)	
Hornbeck	)	
	)	
Defendants.	)	
	)	

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their offices, Townes B. Johnson III, LLC, P.O. Box 9246, Greenville, South Carolina, 29604, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted this 12th day of April 2021,

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

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Greenville, SC 29604

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Attorneys for Plaintiff

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
	)	
Anderson Discount Housing LLC,	)	C. A. No. 2021-CP-
	)	
Plaintiff,	)	
	)	
v.	)	
	)	COMPLAINT
	)	
John M. Hornbeck III and Christina L.	)	
Hornbeck	)	
	)	
Defendants.	)	
	)	

COMES NOW, the plaintiff, Anderson Discount Housing LLC (“Plaintiff”), complaining of the defendants, John M. Hornbeck III and Christina L. Hornbeck (collectively hereinafter “Defendants”), and would show the following:

1. Plaintiff is a South Carolina limited, liability corporation duly licensed, organized and existing under the laws of the State of South Carolina and has its principal place of business in Anderson, South Carolina.
2. Upon information and belief, Defendants are citizens and residents of Anderson, South Carolina.
3. On August 25, 2020, Plaintiff and Defendants entered into a valid and binding contract deemed to have been executed under, and governed by, the laws of the State of South Carolina (hereinafter referred to as “Contract”) wherein Defendants agreed to sell Plaintiff the following real property: Lots #61 and #77 Pinion Lane, Anderson, SC 29621 (collectively hereinafter the “Properties”), having TMS Nos. of 1460301040 and 1460301039, respectively. A

true and correct copy of the Contract is attached hereto and incorporated herein by reference as “Exhibit A”.

4. Despite entering into the Contract, Defendants have been unwilling to sell the Properties to Plaintiff.

5. Jurisdiction and venue are proper in this Court.

**FOR A FIRST CAUSE OF ACTION
(Specific Performance)**

6. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

7. Plaintiff and Defendants are parties to a valid, binding contract.

8. Plaintiff stands ready to perform all requirements associated with the Contract and to complete all of its contractual obligations pursuant to the Contract.

9. Defendants, however, have wrongfully failed and refused to proceed to closing and sell the Properties to Plaintiff in accordance with the Contract.

10. Plaintiff has given Defendants due and proper notice of the breach.

11. Plaintiff is entitled to specific performance requiring Defendants to perform their obligations under the Contract, together with the recovery of Plaintiffs’ attorneys’ fees and costs.

**FOR A SECOND CAUSE OF ACTION
(Breach of Contract)**

12. Plaintiff alleges its Second Cause of Action as an alternative claim to its First Cause of Action, and Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

13. Plaintiff and Defendants are parties to a valid, binding contract.

14. Plaintiff stands ready to perform all requirements associated with the Contract and to complete all of its contractual obligations pursuant to the Contract.

15. Defendants, however, have wrongfully failed and refused to proceed to closing and sell the Properties to Plaintiff in accordance with the Contract.

16. Plaintiff has given Defendants due and proper notice of the breach.

17. Defendants have no defenses to their obligation to sell the Properties to Plaintiff in accordance with the Contract.

18. This failure to proceed to closing and sell the Properties to Plaintiff constitutes a breach of Contract between the parties. As a result of Defendants' breach of contract, Plaintiff has been damaged in an amount to be determined at trial, for which it hereby sues together with attorneys' fees, costs, and interest.

WHEREFORE, the plaintiff, Anderson Discount Housing LLC prays for:

- a) Specific performance of that certain August 25, 2020 agreement between Anderson Discount Housing LLC and John M. Hornbeck III and Christina L. Hornbeck and the sale of Lots #61 and #77 Pinion Lane, Anderson, SC 29621, having TMS Nos. of 1460301040 and 1460301039, to Anderson Discount Housing LLC, together with attorneys' fees and costs;
- b) Judgment against John M. Hornbeck III and Christina L. Hornbeck n an amount to be determined at trial, together with interest, costs and attorneys' fees;
- c) Attorneys' fees;
- d) Costs of this action;
- e) Such other and further relief that this Court deems just and proper.

Respectfully submitted this 12th day of April 2021,

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

TOWNES B. JOHNSON III, LLC

P.O. Box 9246

Greenville, SC 29604

PH: (864) 757-4899

tjohnson@sc.legal

Attorneys for Plaintiff

Greenville, South Carolina



**AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(GENERAL USE AND LOTS/ACREAGE)**

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Anderson Discount Housing LLC
 Seller(s), John Hornbeck III & Christina Hornbeck ("Buyer"), and
 ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
 (B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
 (C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
 (D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
 (E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
 (F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
 (G) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☒ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

2. PURCHASE PRICE: \$ Fifty Five Thousand (\$55,000.00)
 Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.
 Verification of Cash available for Closing is ☐ attached ☐ not attached ☐ to be Delivered before _____. This Contract ☐ is ☐ is not contingent upon the sale and closing of Buyer's real property and SCR504. ☐ is ☐ is not attached.
see # 33 for agreement to pay breakdown.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address Lot # 77 & Lot # 61 Pinion Lane Unit # _____
 City Anderson State of South Carolina
 Zip 29621 County of Anderson
 Lot _____ Block _____ Section/Phase _____ Subdivision Charming Farms
 Other TM # 146-03-01-039 / TM # 146-03-01-040

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before TBD, _____ ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

TC] BUYER [_____] BUYER [[Signature]] SELLER [CH] SELLER HAVE READ THIS PAGE

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Phone:

Fax:

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total \$ (USD) Earnest Money is paid as follows: \$ accompanies this offer and \$ will be paid within Business Days after Effective Date and Earnest Money is in the form of ☐ check ☐ cash ☐ other (e.g. wire) to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ OR % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the ☒ Seller's or ☐ Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs

7. FINANCE: Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum % and maximum % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender

[TC] BUYER [] BUYER [] SELLER [CH] SELLER HAVE READ THIS PAGE

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funds loan(s). If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____

An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☐ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other _____ ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than _____ Business Days after Contract's original Primary Effective Date unless the Parties agree in writing to extend the Due Diligence Period.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Contract Renegotiations, Seller to obtain estimates, Buyer and Seller to negotiate Contract terms, and Buyer to potentially timely/proper Due Diligence terminate or buy.

[TC] BUYER [_____] BUYER [[Signature]] SELLER [CH] SELLER HAVE READ THIS PAGE

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During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. **TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR330 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ USD Good Funds. **DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD:** The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☒ is ☐ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract ☐ is ☒ is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☒ is ☐ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination

[TC] BUYER [_____] BUYER [] SELLER [CH] SELLER HAVE READ THIS PAGE

during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☐ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

☒ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

20. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the ☒ Seller or ☐ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

[TC] BUYER [_____] BUYER [[Signature]] SELLER [CA] SELLER HAVE READ THIS PAGE

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24. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by _____ and paid for by _____.

All of these reports or certifications shall be completed no later than _____ Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

27. DEFAULT/BREACH OF CONTRACT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System (803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

[TC] BUYER [_____] BUYER [] SELLER [CH] SELLER HAVE READ THIS PAGE

29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here (e.g. SCR 390, 391, 311, 503, 504, 315, 320, 393, 370, 375, 513, 610):

Both lots to be paid for by buyers within
(24) months of contract date; No interest to be
charged to buyer by seller.

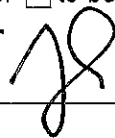
[TC] BUYER [] BUYER [] SELLER [CH] SELLER HAVE READ THIS PAGE

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

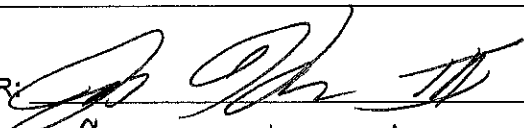
36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Business Days. **Parties shall initial and date all page and changes in this Contract.**

BUYER:  Date: 8-25-20 Time: _____

BUYER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER:  Date: 08/25/2020 Time: _____

SELLER: Chris H. Decker Date: 08/25/2020 Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ANDERSON	)	TENTH JUDICIAL CIRCUIT
	)	
Anderson Discount Housing LLC,	)	C.A. No. 2021-CP-0400685
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	ANSWER OF JOHN AND CHRISTINA
	)	HORNBECK TO COMPLAINT
John M Hornbeck III and Christina L.	)	
Hornbeck	)	
	)	
Defendants.	)	
_____	)	

The defendants John M. Hornbeck, III and Christina L. Hornbeck ("The Hornbecks") answering the Complaint of the plaintiff herein would show unto this Honorable court as follows:

INTRODUCTION

The Hornbecks do own lots #61 and #77 on Pinion Lane in Anderson, SC. These two lots had been advertised for sale at a price of \$35,000 per lot. The Hornbecks were approached by the plaintiff and an agreement was reached to sell both lots at one time for a discount in the asking price. The plaintiff notified the Hornbecks in March of 2021 that he was preparing to close on one lot and expected the Hornbecks to sign over just one lot for ½ of the agreed price. John Hornbeck notified the plaintiff that he would not do this. The plaintiff did then serve his complaint to the Hornbecks. It is the belief of the Hornbeck that the plaintiff did not intend to comply with the sale agreement and did bring this complaint in an attempt to bully the Hornbecks so that he could purchase just one lot at a discount.

'21 AUG 4 PM 1:14:22
Anderson, SC CDC, CP/68

ANSWER TO COMPLAINT

4. Denied - There has been no request by Townes Johnson, III or any other attorney representing the plaintiff prior to this complaint requesting or giving notice of a date to close on these properties.

6. Denied

8. Denied - Plaintiff stated in March 2021 that he was applying for a bank loan to close on one lot. Additionally, as recently as three weeks ago, the plaintiff's attorney indicated the plaintiff needed additional time to secure a bank loan to fulfill the contract. So the plaintiff obviously was not ready to complete their obligations at the time of the filing of this complaint.

9. Denied

10. Denied - Townes Johnson sent an email to John Hornbeck on 3/25/2021 demanding to proceed to mediation and that he must respond within 24 hours. This was not proper notice. This was an attempt to bully the Hornbecks to agree to alter the contract and sell one lot at a discounted price.

11. Denied - the Hornbecks stand ready to perform all requirements associated with the contract - the plaintiff is not entitled to specific performance nor attorney's fees and costs since this is a frivolous claim.

12. Denied - as above

14. Denied - Plaintiff stated in March 2021 that he was applying for a bank loan to close on one lot. Additionally, as recently as three weeks ago, the plaintiff's attorney indicated the plaintiff needed additional time to secure a bank loan to fulfill the contract. So the plaintiff obviously was not ready to complete their obligations at the time of the filing of this complaint.

15. Denied - There has been no request by Townes Johnson, III or any other attorney representing the plaintiff prior to this complaint requesting or giving notice of a date to close on these properties.

16. Denied - Townes Johnson sent an email to John Hornbeck on 3/25/2021 demanding to proceed to mediation and that he must respond within 24 hours. This was not proper notice. This was an attempt to bully the Hornbecks to agree to alter the contract and sell one lot at a discounted price.

17. Denied

18. Denied - this is a frivolous action - plaintiff is responsible for their cost

Defendants reallege that Chris Cox a.k.a. Anderson Discount Housing, LLC (Plaintiff) did not intend to abide by the contract from the time of its signing. Plaintiff was not ready to perform all requirements associated with the Contract nor to complete all contractual obligations pursuant to the Contract. And defendants have not been asked to proceed to a closing.

Defendants reserve the right to hire legal counsel.

Defendants reserve the right to assert additional defenses.

Defendants reserve the file to file counterclaims against Tony C Cox and Anderson Discount Homes, LLC.

Wherefore, Defendants seek:

- A. Dismissal of Plaintiff's complaint and that Plaintiff recovers nothing.
- B. The Court to award relief to the Hornbecks in the amount of \$20,000 as compensation for the stress and hardships brought on from this frivolous complaint.

C. Attorney fees and costs associated with defending this frivolous complaint.

Respectfully submitted on August 4th, 2021.



John M. Hornbeck, III
Christina L. Hornbeck

John M Hornbeck, III and

Christina L Hornbeck

1135 Crestview Rd. Anderson, SC 29621

Phone: 864-847-6633

State of South Carolina
County of Anderson

Court of Common Pleas

Anderson Discount Housing)	)	
Plaintiff,	)	Transcript of Record
v.	)	2021-CP-04-00685
	)	
John M. Hornbeck III	)	
	)	
<u>Defendant.</u>	)	

April 4, 2023
Anderson, South Carolina

B E F O R E:

The Honorable R. Lawton McIntosh, Judge.

A P P E A R A N C E S:

Townes Johnson, Esquire
Attorney for the Plaintiff

Joshua Raffini, Esquire
Attorney for the Defendant

Lisa Scott
Circuit Court Reporter

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- - -

E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID.</u>	<u>EVD.</u>
2	Plaintiff's - contract		X
1	Plaintiff's - text		X
4	Plaintiff's - e-mail		X
5	Plaintiff's - e-mail		X
6	Plaintiff's - e-mail		X
10	Plaintiff's - e-mail		X

- - -

P R O C E E D I N G S

* * * * *

THE COURT: Have y'all been able to stipulate to some exhibits?

MR. JOHNSON: We haven't talked about stipulations. We've got them all premarked though.

MR. RAFFINI: We've got them premarked and I think we're going to be able to stipulate to at least half of them. But, certainly, when he plans to introduce them, I know what we're talking about, but it shouldn't take a couple of minutes for each at that time, Your Honor.

THE COURT: Say that again.

MR. RAFFINI: I know exactly what he plans on putting in. Since I won't have a problem with a couple of stuff, some objections to just a couple of things that they want to come in, but I -- we're not going to have to review them as he puts them up, so...

THE COURT: All right. I'm just -- okay. I'm saying if you can go ahead and say the ones you're not objecting to, just to put them on the record. Unless you just don't want to give up what you're objecting to.

MR. RAFFINI: I think we'll go ahead. I think

1 you've got Number 1, 2, and -- I can tell you 1
2 through 5 is what I have here. Let me double check
3 and make sure I've got the right number, Your Honor.

4 (A discussion was had off the record.)

5 MR. RAFFINI: Your Honor, we're agreeing on
6 Admission No. 1, 2, 4 5, and 6.

7 THE COURT: 1, 2, 4, 5, and 6?

8 MR. RAFFINI: Yes, sir.

9 THE COURT: Three is an objection?

10 MR. RAFFINI: Three is not an objection, Your
11 Honor. As Mr. Johnson was numbering, there is not a
12 three.

13 (Plaintiff's Exhibit Nos. 1, 2, 4, 5, and 6
14 were stipulated to and received into evidence.)

15 THE COURT: All right. Are you ready to go?

16 MR. JOHNSON: We're ready to go.

17 THE COURT: All right. If you -- I tell you
18 what, if you would, Mr. Johnson, and give me just a
19 brief statement about the facts and your contentions
20 and we'll go from there.

21 MR. JOHNSON: Yes, Your Honor. May it please
22 the Court?

23 THE COURT: Yes, sir.

24 MR. JOHNSON: Townes Johnson on behalf of the
25 plaintiff, Anderson Discount Housing.

1 Your Honor, this is -- this is a simple
2 specific performance breach of contract case, Your
3 Honor, where my client, Anderson Discount Housing,
4 entered into an agreement with Mr. Hornbeck and his
5 wife to buy two pieces of property here in Anderson
6 County. And the -- the agreement, which you will
7 see, allowed for a closing period of two years.

8 THE COURT: Say that again.

9 MR. JOHNSON: The agreement called for a
10 closing period within 2 years, within 24 months.
11 And in February of '21, Mr. Cox reaches out to
12 Mr. Hornbeck about getting to the closing.

13 And then in March of '21, when everything was
14 being put together, he reached out and Mr. Hornbeck
15 said, "I'm not selling the lots." And, Your Honor,
16 that's when I got involved, and we sent a notice of
17 default. We sent a mediation request, and -- and
18 Mr. -- Mr. Hornbeck's response was, "I'll see you in
19 court in three years," and so here we are. And, you
20 know, we're here seeking specific performance and
21 the remedies under the contract.

22 THE COURT: All right. Thank you, sir. All
23 right. Mr. Raffini.

24 MR. RAFFINI: Thank you, Your Honor. May it
25 please the Court?

1 THE COURT: Yes, sir.

2 MR. RAFFINI: I agree with most of what
3 Mr. Johnson said. These parties agreed on the sell
4 of two pieces of property, two lots here in
5 Anderson.

6 The breakdown in the agreement came when the
7 plaintiff wanted to close on one piece of property.
8 And I think the testimony will reflect that the
9 agreed upon price was a discounted price for the
10 purchase of two lots together. So the parties have
11 a breakdown at the time of which the plaintiff wants
12 to close on only one piece of the property when they
13 agreed to sell two together, but that was the basis
14 of their contractual arrangement.

15 And at the time -- our position is at the time
16 this case was filed seeking specific performance,
17 there had never been any offer to perform on the
18 contract. Which, again, the contract is the
19 purchase of these two lots together. And the only
20 offer at that time was, "I want to go forward on
21 half of our agreement and half of our price, which
22 was never part of what the parties had agreed to
23 originally.

24 So that's the breakdown. That's what leads us
25 here. And so for that reason, we don't think there

1 was ever a breach prior to the filing of this breach
2 of contract, so that's what we plan to present.

3 THE COURT: All right. Very good. All right.
4 Mr. Johnson, call your first witness.

5 MR. JOHNSON: Yes, Your Honor. May it please
6 the Court? I would call John Hornbeck to the stand.

7 THE COURT: Come around, please, sir.

8 THE CLERK: Please come forward and raise your
9 right hand.

10 THE WITNESS: (Complying.)

11 THE CLERK: Do you swear to tell the truth, the
12 whole truth, and nothing but the truth so help you
13 God?

14 THE WITNESS: I do.

15 THE CLERK: Thank you. Please take a seat
16 there at the witness stand.

17 THE WITNESS: (Complying.)

18 JOHN HORNBECK,
19 having been produced and first duly sworn as a
20 witness on behalf of the Plaintiff, then testified
21 as follows:

22 DIRECT EXAMINATION

23 BY MR. JOHNSON:

24 Q. Mr. Hornbeck, as you know, I'm Townes Johnson.
25 I represent the plaintiff in this matter.

1 You just heard the opening statements. So you
2 agree that you had a contract with the plaintiff,
3 Anderson Discount Housing?

4 A. We had a contract to sell two properties for a
5 discount price.

6 Q. Okay. And I'm going to hand you an exhibit
7 which has been admitted as Plaintiff's 2. I'm going
8 to see if you recognize that document.

9 THE COURT: Plaintiff's 2 is admitted without
10 objection?

11 MR. RAFFINI: That's correct, Your Honor.

12 (Pleading's Exhibit No. 2 was received into
13 evidence.)

14 THE COURT: All right. Do you have an extra
15 copy I can have?

16 MR. JOHNSON: Yes, Your Honor.

17 BY MR. JOHNSON:

18 Q. Are you familiar with that document?

19 A. Yes. This appears that be the document that --
20 the contract that we signed.

21 Q. Okay. And so sitting here today, you admit
22 that that's a valid binding contract?

23 A. Yes, I do.

24 Q. Okay. Why have we not closed on the contract
25 and the sell of these two properties?

1 A. Because Mr. Cox came by my home to inform me
2 that I needed to sign over one property, and that
3 was not in our contract. That was not in our
4 agreement. We had an agreement to sell two
5 properties at the discounted price.

6 Q. All right. I'm going to hand you a document
7 that has been premarked and admitted as Plaintiff's
8 1. See if you recognize that document.

9 THE COURT: One's admitted without objection?

10 MR. RAFFINI: No objection, Your Honor.

11 (Plaintiff's Exhibit No. 1 was received into
12 evidence.)

13 THE WITNESS: I don't remember this per se, but
14 I'm not denying that this is what it is. Do you
15 want me to read all of this?

16 BY MR. JOHNSON:

17 Q. No -- no, sir. Just seeing if you're familiar
18 with it.

19 A. It appears to be a text that was between me and
20 Mr. Cox back before the contract was signed.

21 Q. Does it continue on until after the contract
22 was signed?

23 A. Yes, it does.

24 Q. Okay. In that text thread, why did you tell
25 Mr. Cox that the contract was not valid?

1 A. Because we didn't have a contract for the sell
2 of one lot. We had a contract for the sell of two
3 lots. And when he came over to my house, he made it
4 very clear he was wanting to close on just one lot
5 so we did not have a contract for that.

6 MR. JOHNSON: I'm handing what's been marked as
7 Plaintiff's 4 and already admitted.

8 THE COURT: It's admitted without objection,
9 correct?

10 MR. RAFFINI: Correct, Your Honor.

11 (Plaintiff's Exhibit No. 4 was received into
12 evidence.)

13 THE WITNESS: Yes. This appears to be e-mails
14 between Mr. Cox and myself.

15 BY MR. JOHNSON:

16 Q. Okay. On the second page, why did you tell him
17 that you were not selling him the lots?

18 A. That was in the morning after he had stopped by
19 my home and I saw his e-mail. And at that point, I
20 realized, you know, he truly only wanted to buy one
21 lot and -- and not abide by the contract.

22 And I was upset and I was angry and that's when
23 I responded, so the wording may not be exactly as I
24 intended. What I intended to tell him was that we
25 do not have a contract for selling individual lots,

1 and I would not be going forward with that.

2 Q. Looking back at Plaintiff's 2, that's the
3 contract. Under Paragraph 33, what was the duration
4 of the contract?

5 A. Twenty-four months.

6 Q. Twenty-four months. At any time during that 20
7 -- and what was the date of the contract?

8 A. August 25, 2020.

9 Q. Okay. So August 5, 2020, [sic] and the e-mail
10 where you said, "I'm not selling the lots," is
11 March 25th of '21, correct?

12 A. Correct.

13 Q. Okay. So we're five months into the -- into
14 the agreement, the 21-month period; is that right?

15 A. Sounds correct.

16 Q. Okay. Is there any time between August 2020
17 and the next 24 months where a closing on both of
18 the lots is attempted?

19 A. At the -- at the time that you filed your
20 complaint or Mr. Cox had you file the complaint, I
21 had not received any offers or any attempts to close
22 on both lots. So he breached the contract by
23 insisting that I sell just one lot, so we no longer
24 had a valid contract after that.

25 Q. Instead of saying, "I'm not selling the lots,"

1 wouldn't the response have been -- if that were
2 true, wouldn't the response have been, "I'm not
3 selling you just one lot. You need to perform under
4 the contract"?

5 A. Had I taken a day or two as I should have to
6 respond to him, I would have responded -- responded
7 that way, but instead I was upset. He had just
8 stopped by my house unannounced the night before
9 telling me that I was going to have to sign over one
10 lot.

11 And then I saw this e-mail the next morning
12 when I was doing my office time and I responded too
13 quickly, and so, no, the words were not as I
14 intended them to be.

15 Q. Looking back at Exhibit 2, that's the contract.
16 Where in that contract is it dictated that the
17 closings have to be together?

18 A. I would say with the intent of the contract, it
19 was a BOGO deal. It was ---

20 Q. Mr. Hornbeck ---

21 A. --- discounted.

22 Q. --- my question is: Where in the terms of the
23 contract does it say that the lots need to be closed
24 at the same time?

25 A. The intent, which is what Mr. Cox wrote out.

1 Mr. Cox wrote this contract after we had made a deal
2 on site. He neglected -- he did not thoroughly put
3 those details in, but that was what we discussed.
4 We discussed a discounted price for closing on two
5 lots. It was obviously all at the same time.

6 Q. Okay. Does the contract contemplate a
7 breakdown of price between the two lots?

8 A. No. It does not.

9 Q. It doesn't have any -- doesn't have any
10 reference to that effect?

11 A. No. Mr. Cox, when he filled out the contract,
12 did not put any of that in there.

13 Q. Does it have any reference to that?

14 A. No, it did not.

15 Q. Okay. Isn't it true that -- well, after --
16 after you sent -- you sent the e-mail saying you're
17 not going to sell the lots, what transpired next?

18 A. Immediately that day or with you?

19 Q. Just what -- what's your recollection of what
20 transpired next?

21 A. It was a few days -- I think this was a
22 Thursday or Friday morning. Over the weekend, I
23 checked my e-mails. I had an e-mail from you
24 demanding a response within six hours. That six
25 hours had already passed, and that response was into

1 attempts for mediation.

2 You attached a mediation list. I printed it
3 off. And so the next week I started -- I believe I
4 e-mailed you and said, "Thank you for the list."
5 And then -- then I started calling people from that
6 e-mail list to do my own research on who I thought
7 would be an appropriate mediator.

8 Q. And did you ever provide a -- a mediator who
9 was appropriate?

10 A. I was not given sufficient time to vet and talk
11 to different mediators before you filed this
12 complaint.

13 MR. JOHNSON: So I'm going to hand you what's
14 been marked and admitted -- and admitted as
15 Plaintiff's 5.

16 THE COURT: This is five?

17 MR. JOHNSON: Yes, Your Honor.

18 THE COURT: That's admitted without objection,
19 correct, Mr. Raffini?

20 MR. RAFFINI: That's correct, Your Honor.

21 (Plaintiff's Exhibit No. 5 was received into
22 evidence.)

23 THE WITNESS: Yes. I recognize this e-mail.

24 BY MR. JOHNSON:

25 Q. Okay. And so that's on the same day,

1 March 25th, as the day you said, "I'm not selling
2 the lots," is that right?

3 A. Yes. This is on the same day.

4 Q. Okay. And it's a demand for mediation; is that
5 correct?

6 A. I see a demand to respond by 5:00 p.m.

7 Q. But it's a demand for mediation; is that ---

8 A. Yes, it is. It is a request for mediation.

9 Q. Okay. And -- and you just said that you -- you
10 never responded -- you never gave me any mediator
11 names, even after that 5:00 p.m. request, did you?

12 A. Well, by the time I saw this notice, your
13 deadline had already expired. So I did respond to
14 you on the next business day thanking you for
15 providing a list and that I would get back with you.
16 And at that point, I started calling mediators.

17 Q. Okay. And did you ever get back with me about
18 a mediator?

19 A. I was not given sufficient time to contact
20 mediators before you filed this complaint.

21 MR. JOHNSON: All right. I'm going to hand you
22 a document that's been premarked as an exhibit.
23 It's Plaintiff's 6.

24 THE COURT: What number is this?

25 MR. JOHNSON: Six, Your Honor.

1 THE COURT: Six?

2 MR. RAFFINI: No objection, Your Honor.

3 THE COURT: Thank you. Admitted.

4 (Plaintiff's Exhibit No. 6 was received into
5 evidence.)

6 THE WITNESS: Yes. I recognize this e-mail.

7 BY MR. JOHNSON:

8 Q. Okay. And so what's the date of that e-mail?

9 A. The date of this e-mail is Tuesday, March 30th,
10 2021.

11 Q. Okay. So five days later when the -- when the
12 e-mail demanding mediation, I still had not heard
13 from you about a mediator; is that correct?

14 A. I had responded to you that I had received your
15 e-mail list and I would get back to you. At that
16 point in time, five days which includes a weekend,
17 no, I had not had sufficient time to call mediators.

18 Q. Okay. And so in that e-mail, isn't it true
19 that I -- I selected a mediator who was willing and
20 able to do it. And I said, "Provide me a date and
21 time that we can have a mediation."

22 A. Well, I see you gave me 24 hours to respond to
23 you. I don't believe that was sufficient time for
24 me to review the mediation list.

25 Q. Okay. Well, did you ever respond to that and

1 select mediation?

2 A. At this point in time, I don't recall.

3 Q. Do you know what day the lawsuit of this action
4 was filed?

5 A. April 12th or 14th. It was within a week or
6 two of this. I mean, it was pretty rapid.

7 Q. And at any time between March 25th and April
8 12th when this lawsuit was filed, did you try to
9 participate at all in mediation?

10 A. Yes. I was calling mediators to select one.
11 The mediator list that you gave was only three
12 mediators, and I was trying to go beyond the list
13 and pick a mediator that I would feel comfortable
14 with. And I did find one. But by the time I found
15 one, you had already filed the complaint.

16 Q. Okay. Did you ever let me know that you had
17 found a mediator?

18 A. It seemed pointless after you had filed the
19 complaint.

20 Q. All right. Do you remember in July of '21
21 coming to terms with me on resolving this matter and
22 selling the properties?

23 A. I remember two or three times I received
24 e-mails from you asking if I was willing to move
25 forward. I responded to you with the affirmative

1 that, yes, if Mr. Cox was ready to move forward, I
2 am ready. I gave you multiple dates that I would be
3 ready to close on properties because I assumed, as
4 you stated in your complaint, that Mr. Cox was ready
5 to perform his duties so I assumed that to be true.
6 So I gave you multiple dates that my wife and my
7 schedule would allow for us to close, and I never
8 heard back from you on any of that.

9 Q. Okay. And so we had a hearing in July of '22.
10 Do you recall that?

11 A. I vaguely recall that. I'm not sure which
12 hearing that was.

13 Q. I'll show you what's been marked as Plaintiff's
14 7.

15 A. I do not remember you or I ever coming to terms
16 on a settlement, so, no, I disagree. While I
17 acknowledge that I probably have seen this e-mail,
18 even though I don't recall it now, I probably have
19 seen it, but I do not believe that you or I ever
20 came to any terms.

21 Q. But you -- you have seen this?

22 A. I believe I have, yes. It's -- it's been a
23 while and I really don't remember the proceedings
24 around this, but I remember that I had several trips
25 and things planned during that time. There were

1 several motions for a continuance from both you and
2 I, and so I really don't remember the details of
3 this. I just know we never came to terms on any
4 settlement.

5 MR. JOHNSON: At this time I'd like to move
6 this in as Plaintiff's 7, Your Honor.

7 MR. RAFFINI: I'd object. These are apparently
8 discussions of a settlement that was never
9 consummated, so I don't think the admission of
10 settlement discussions should be admitted.

11 THE COURT: Let me look at it and see what it
12 is.

13 MR. JOHNSON: Your Honor, it's actually an
14 e-mail to you regarding the hearing.

15 THE COURT: Let me -- let's take about five
16 minutes. If you would just step down. Let me see
17 the attorneys back here.

18 (From 10:08 to 10:12 a.m., a recess was had.)

19 THE COURT: All right. This is -- for the
20 record, I had counsel back in my chambers. I
21 brought up the issue of potential plaintiff's
22 counsel becoming a witnessing. I just wanted to
23 make sure we didn't cross those paths, and that
24 Mr. Raffini said his objection to his information is
25 based on the admissibility of settlement

1 negotiations, and I sustained that.

2 Okay. All right. With that be said, anything
3 you want to add or subtract to my statements about
4 the meeting in chambers?

5 MR. JOHNSON: No, Your Honor.

6 THE COURT: All right. Mr. Raffini?

7 MR. RAFFINI: No, Your Honor.

8 THE COURT: Mr. Johnson, continue, please, sir.

9 BY MR. JOHNSON:

10 Q. Mr. Hornbeck, I'm going to give you one more
11 exhibit, and it's marked as Plaintiff's 10, and see
12 if you recognize that document.

13 A. Yes, I do.

14 Q. Okay. And what is this?

15 A. This was an e-mail you sent me where you gave
16 me three days and stated that you were ready to
17 close.

18 Q. Okay.

19 A. And this is -- this was long after you filed
20 your complaint.

21 Q. Was it within the two years of the contract?

22 A. It was long after you filed your complaint
23 after your -- Mr. Cox had tried to offer the
24 agreement. And so at that point, we had a broken
25 contract. We had no agreement.

1 Q. All right. And so is it your position that I
2 sent that to you because you were not willing to
3 close?

4 A. I'm not sure why you sent this to me.

5 Q. Would you agree that there was a HUD attached
6 to that?

7 A. Yes, there was.

8 Q. Okay. And did Mr. Cox show proof of funds for
9 closing?

10 A. At -- at the time of your complaint, he had no
11 evidence of proof of funds. At the time of your
12 complaint, he had no evidence that he was trying to
13 buy/purchase both lots and live up to the contract.
14 So he came by my house and basically stated he was
15 altering and changing the contract.

16 So at that point, I did not feel like I had to
17 oblige him and live up to anything because he'd
18 already broken the contract. So we did not have a
19 valid contract at that point since he had already
20 broken it.

21 Q. Okay. And you made no attempt at any time to
22 try to get him to perform; is that correct?

23 A. I made multiple attempts. You e-mailed me two
24 or three times throughout the summer and even on
25 into September. That's up to six months after you

1 made your complaint stating that -- or you simply
2 asked was I willing to move forward. Each time I
3 responded in the affirm -- affirmative that I was
4 and I gave you multiple dates. So if he was truly
5 ready to close as the complaint says he was, it
6 should've been no problem. We should've closed
7 within a week or two of any of those dates.

8 Q. Then why haven't we closed before today?

9 A. That can only be answered by Mr. Cox. It -- it
10 goes back to the fact that he broke the contract
11 back in March. I had made multiple efforts to make
12 the contract work, to make it move forward for
13 months and months, but there comes a point when the
14 contract is broken and you just need to move on from
15 it. And that break happened back on March 25th or
16 actually March 24th when he stopped by my home and
17 informed me that I needed to sign over one lot.

18 MR. JOHNSON: Your Honor, I'd like to move that
19 in as Plaintiff's 10.

20 MR. RAFFINI: I have the same objection, Your
21 Honor. This appears to be an offer to settle long
22 after the case was filed, I believe about a year and
23 a half after there's an allegation of breach. So I
24 think it would be an offer to settle the case as
25 opposed to evidence of breach.

1 THE COURT: This is the Wendell Hawkins
2 exhibit?

3 MR. JOHNSON: Yes, Your Honor.

4 THE COURT: I'm going to overrule that -- the
5 objection. I think it has to deal with being able,
6 ready, willing to close.

7 MR. JOHNSON: Your Honor, at this time that's
8 all I have of this witness.

9 THE COURT: So that would be Exhibit No. 8 or
10 9?

11 MR. JOHNSON: We premarked that as ten, Your
12 Honor.

13 THE COURT: Ten?

14 MR. JOHNSON: Yes, Your Honor.

15 THE COURT: Number 10 is admitted.

16 (Plaintiff's Exhibit No. 10 was received into
17 evidence.)

18 THE COURT: Mr. Raffini, cross-examination?

19 MR. RAFFINI: Thank you, Your Honor. May it
20 please the Court?

21 THE COURT: Yes, sir.

22 CROSS-EXAMINATION

23 BY MR. RAFFINI:

24 Q. Mr. Hornbeck, you reviewed Plaintiff's Exhibit
25 No. 2, the contract; is that right?

1 A. Yes, sir.

2 Q. Who drafted that contract?

3 A. Mr. Cox did.

4 Q. And did your agreement have any contingencies
5 about how it was going to be financed or anything
6 like that?

7 A. No. We had no agreements on financing.

8 Q. Okay. So what was your agreement with Mr. Cox?

9 A. Our agreement was simply a discounted price for
10 the purchase of two lots as one package.

11 Q. Okay. Now, how did you come into contact with
12 Mr. Cox?

13 A. I've had a sign out at the property for years.
14 He contacted me off of a sign, and he said he was
15 interested in purchasing. I -- I think originally
16 it was just he was interested in the lots. We met
17 on site and that's when he offered to buy the two
18 lots if they were at a discount.

19 Q. And when you say you had a sign on the
20 property, is that the property that's the subject of
21 this contract?

22 A. Yes, it is.

23 Q. Okay. Would you agree that you and Mr. Cox
24 discussed the terms of this agreement and entered
25 into this written contract; is that right?

1 A. Yes, we did.

2 Q. Okay. What was your understanding of how the
3 closing was going to take place?

4 A. Actually, I thought the closing would take
5 place after he built the home. The whole point of
6 this was he wanted to build a spec home. And to
7 eliminate or minimize his cash flow by not actually
8 purchasing the lot, he would be freed up by several
9 thousand dollars which would help him to build his
10 spec home.

11 At the point in time which the one spec home
12 sold, he would pay off both lots out of the proceeds
13 of that sale, and then we'd move on to the other
14 lot. And I was very agreeable to this. This is
15 something I have done in the past and have found it
16 to be very successful.

17 Q. But your expectation was you would transfer
18 title of both lots and he paid the full price; is
19 that right?

20 A. That is correct.

21 Q. Now, you came into this contract in August of
22 2020; is that right?

23 A. That is correct.

24 Q. Now, prior to April 12th when this lawsuit was
25 filed, had Mr. Cox ever offered to close on those

1 two lots?

2 A. No. I've never received any calls from any
3 attorneys saying that they were ready to close on
4 those lots. I never heard anything from Mr. Cox
5 saying he was ready to close on both lots. Never
6 contacted.

7 Q. Well, forget being ready to close. Did he ever
8 tell you he wanted to close on these two lots?

9 A. No, he did not.

10 Q. Now, you had a discussion with Mr. Cox on
11 March the 24th of 2021. Do you remember that?

12 A. I do.

13 Q. Tell me where and when that discussion took
14 place.

15 A. It took place at my home. He stopped by and he
16 simply said that he -- I was to sign over one of the
17 lots, and he actually joked about whether I want it
18 paid or not. He said the contract gave him the
19 option of delaying payment.

20 Q. Was there any discussion about any closing on
21 the two lots?

22 A. No. There was no discussion on closing of two
23 lots.

24 Q. And so at that time, was there any offer to pay
25 anything towards this purchase?

1 A. No. There was not.

2 Q. So what did you think -- how did you take that
3 statement from Mr. Cox?

4 A. I was greatly taken aback. I was offended at
5 the thought that someone who said he was a state
6 licensed realtor would actually think someone would
7 sign over a lot without receiving payments.

8 Q. And you didn't agree to that, did you?

9 A. No, I did not.

10 Q. Now, the following morning on March the 25th,
11 you -- you admit you sent an e-mail to Mr. Cox; is
12 that right?

13 A. Yes, I did.

14 Q. And if I heard you correctly, you didn't really
15 think that through before you sent the e-mail, did
16 you?

17 A. No, I did not.

18 Q. When you say you didn't have an agreement with
19 Mr. Cox, you weren't saying that this contract --
20 you weren't saying that written agreement wasn't a
21 valid agreement whether it was signed, were you?

22 A. No. It was in response to the e-mail he had
23 sent me the day before. I opened it that morning,
24 the morning of the 25th, and that e-mail said, "I'm
25 ready to close on one -- one lot." And we had no

1 agreement on that.

2 Q. So when you responded to Mr. Cox telling him
3 you didn't have an agreement, you weren't talking
4 about your written agreement that you acknowledge is
5 valid; is that right?

6 A. That's correct. It was in response to his
7 e-mail to close on one lot.

8 Q. Were you willing to sell him half of what was
9 agreed to in the contract?

10 A. No, I was not.

11 Q. And, in fact, you never agreed to that, did
12 you?

13 A. That is correct. I did not.

14 Q. Now, just to be clear. At the time this
15 lawsuit was filed, there had never been any effort
16 to close on both of the lots that are part of this
17 contract; is that right?

18 A. That is correct. There had been no ---

19 Q. Now, you agree that you had some discussions
20 about closing on these lots after this case was
21 filed?

22 A. Yes. That is true.

23 Q. And at various points, you considered whether
24 you wanted to resolved this case through a
25 settlement, didn't you?

1 A. Yes.

2 Q. And never came to any agreement on that; is
3 that right?

4 A. That is correct. We did not agree to any.

5 Q. Now, at that point just to be clear,
6 Mr. Hornbeck, did you believe you were obligated to
7 sell the lots to Mr. Cox?

8 A. No. I believed the contract was broken and no
9 longer valid.

10 Q. And when you told Mr. Cox that you didn't have
11 an agreement, is that what you were talking about?

12 A. What I was referring to was, we did not have an
13 agreement for one lot. We had an agreement for two
14 lots.

15 Q. But is that the point which you believe Mr. Cox
16 breached your contract?

17 A. That is correct.

18 Q. And so you were still willing to discuss
19 closing after that time?

20 A. Yes. Of course.

21 Q. But did you feel obligated under the contract
22 to close after that date?

23 A. No, I did not.

24 MR. RAFFINI: Okay. This is all the questions
25 I have for this witness, Your Honor.

1 THE COURT: Redirect?

2 REDIRECT EXAMINATION

3 BY MR. JOHNSON:

4 Q. So you -- tell me again why you used in your
5 text message, which is Plaintiff's 2, you use the
6 words "we did not have a valid contract."

7 A. If you'll give me one moment to look at this.

8 Q. Sure. Take your time.

9 A. If you'll look on page 5 about halfway down at
10 8:30 in the morning, my response to Mr. Cox, "I'm on
11 a conference call. I'll get with you in a little
12 bit when I have a moment." I was distracted. I was
13 carrying on business. Normally, I wouldn't even
14 answer a text, but I knew he was upset and I wanted
15 to let him know that I was communicating with him,
16 that I wanted to communicate with him, but I was
17 tied up at the moment.

18 I should not have actually done anymore texting
19 after that because I was distracted. I was in a
20 call. I made him aware I was conducting other
21 business. So what I said after that did not have my
22 full attention, did not have my full focus. And
23 when I said, "We don't have a valid contract," I was
24 referring to 12 hours earlier when he stopped by my
25 house and instructed me that I would need -- that I

1 needed to sign over one lot. We did not have a
2 contract for that.

3 Q. But you even didn't recall that you had even
4 received a copy of the contract; is that correct?

5 A. As I stated in this text, I was on an ongoing
6 business call. I did not have time to look back and
7 see what was what. I asked him to call back later,
8 I believe somewhere in here. I said, "I'm on a
9 call. I'll call you in a bit," but yet he continued
10 to text.

11 Knowing he was upset, I tried to communicate
12 with him that I was not cutting off communication.
13 I simply was in the middle of something else. And
14 so any contracts I was referring to is, yes, we did
15 have a contract for the purchase of two lots, but
16 this was in direct response to the e-mail. And the
17 e-mail was a reply to Mr. Cox's e-mail when he
18 stated, "I'm ready to close on one lot." We had no
19 contract involving just one lot.

20 Q. What I'm confused about is why you didn't
21 mention anything about one lot in any of this
22 correspondence?

23 A. Once, again, I was in a conference call. My
24 focus was elsewhere. That is why I didn't respond
25 as I would -- as I'm responding to you now.

1 MR. JOHNSON: That's all the questions I have,
2 Your Honor.

3 THE COURT: All right. Thank you, sir. You
4 may step down.

5 (Witness excused.)

6 THE COURT: Of those are exhibits, can you just
7 submit them to me at one time?

8 MR. JOHNSON: Yes, sir.

9 THE COURT: Thank you. Mr. Johnson, call your
10 next witness.

11 MR. JOHNSON: Yes, sir. At this time I call
12 Chris Cox.

13 (Witness approaching.)

14 THE CLERK: Please raise your right hand.

15 THE WITNESS: (Complying.)

16 THE CLERK: Do you swear or affirm the
17 testimony you're about to give shall be the truth,
18 the whole truth, and nothing but the truth?

19 THE WITNESS: I do.

20 THE CLERK: Thank you, sir. Please take a seat
21 there at the witness stand.

22 THE WITNESS: (Complying.)

23 CHRIS COX,
24 having been produced and first duly sworn as a
25 witness on behalf of the Plaintiff testified as

1 follows:

2 DIRECT EXAMINATION

3 BY MR. JOHNSON:

4 Q. Mr. Cox, if you would state your full name for
5 the record?

6 A. Tony Christopher Cox.

7 Q. And what is your affiliation with Anderson
8 Discount Housing?

9 A. That is -- I have two -- two LLC's. Anderson
10 Discount Housing is -- is one of the businesses I do
11 to build equipment, and then I have also Cox
12 Builders.

13 Q. Okay. And did Anderson Discount -- tell us
14 about the contract Anderson Discount had in this
15 matter?

16 A. Okay. What -- what I had -- what I had done is
17 went by Mr. Hornbeck's house to -- to sign the
18 contract in August of '20. The conflicts that me
19 and him had was that exactly what he was referring
20 to. I was going to build a spec house and I was
21 going to pay for a lot. And then once I built that
22 spec house, I was going to build a second spec house
23 and then pay for the lot.

24 So what was supposed to happen was, I was going
25 to build a spec house and that's what I had done, so

1 I set up a closing just like I do with everybody
2 else. I've been doing this for 16 years. I go to
3 closing. I pay him for a lot. He don't sign me a
4 lot over free and clear. He gets paid for that one
5 lot. I build a spec house. And once that spec
6 house is done, I have two years to do the second
7 spec house. We go to do the closing on the next
8 spec house. I pay him off for the lot before I ever
9 start to build. He -- he referred to that I was
10 going to build the spec house and pay him off after
11 that first spec house was built in full. I would
12 had to have had the lot signed over before I could
13 ever finish starting the lot.

14 So what happened was, this was the agreement
15 between me and him. In August of '20, we had that
16 agreement what I just stated. I get things set up
17 with Grand South, my bank. So I've got an
18 appraisal, title work, and this one spec house on
19 one of his lots set up already to pay closing cost.
20 I hired an attorney. I hired an appraiser. And
21 then I reached out to him saying, "Mr. Hornbeck, I'm
22 ready to close."

23 I didn't go to his house. That -- that did not
24 happen. We can't prove that. I never went to his
25 house. I was reaching out to him via e-mail. In

1 those e-mails, I was like, "What's your number? I
2 need to get ahold of you to tell you we've got a
3 closing happening." He never would respond back.

4 So when I finally did get ahold of him saying,
5 "We've got a closing. I'm going to pay for one lot
6 and build my spec house like we agreed. And then
7 once I complete that, sell it. We'll do the second
8 one." That's why we had two years to do it. That
9 was the whole agreement.

10 Well, when I did that, he reached out to me via
11 e-mail and said, "I'm not selling you those lots.
12 You're going to find other lots to buy." He didn't
13 even know that I was selling anymore lots. When
14 we -- when I called him up to say, "I've got a
15 closing," he didn't know if I was closing on a
16 lot -- one lot or two lots at the time. So all of
17 that is -- is -- is -- is not true.

18 I abided by the agreement. And then whenever I
19 couldn't close with him on that one lot, I had to
20 switch up, go to another spec house on one of my
21 other lots. I had to do a whole nother appraisal.
22 I had to do title work on a whole nother subdivision
23 because now I'm in a different area. So I had to
24 pause and take another month to build a different
25 house in a different area, so I lost a thousand

1 dollars in closing cost because of that.

2 And so that's when I hired you, and I hired you
3 and you said, let's -- we -- we was agreeing to sell
4 two lots. So that's -- once we got all the monies
5 together in December of '21, which was still within
6 that two-year contract, I was attempting to pay off
7 the lots and Mr. Hornbeck never showed up to
8 closing.

9 Q. Are you aware of any provision in the contract
10 which requires you to buy them both simultaneously?

11 A. That was not the agreement.

12 Q. And is there any -- anything -- you can look at
13 Exhibit 2 if you need to.

14 A. I -- I -- I wrote it. I've been in real estate
15 for 25 years. I know that contract. And I just --
16 I -- we didn't put it in there because that was not
17 the agreement. It was the agreement within the
18 stipulations on the -- on the page before we signed.

19 Q. And so you mentioned one closing where you
20 incurred cost. Are there any other closings where
21 you attempted a closing where you incurred --
22 incurred cost?

23 A. Well, after the first closing when I was
24 abiding by the contract doing what we had stated we
25 were going to do and I couldn't get him to close, I

1 had to switch up and do a different loan in a
2 different area, I had no other reasons. He was
3 telling me to -- to find other land and he wasn't
4 going to deal with it.

5 And that's when I -- that's when I started
6 texting him saying, "We got a contract." And he's
7 like, "I didn't get a valid contract." And I was
8 like, "You didn't get the e-mail and the text?" It
9 says it's clear. I mean, you can't lie about it.
10 The texts say, "I'll re-email it to you."

11 I re-emailed him the contract and said, "Back
12 in August of '20, you told me you got the contract.
13 Now here we are in March, you're telling me you
14 don't have a contract. My texts clearly say, I
15 re-emailed the contract to you in March." And he
16 says, "Oh, I got it now." So I guess -- I guess my
17 text and I think the e-mails tell us -- shows the
18 proof because as I was trying to tell him that I got
19 a closing, he just didn't -- he didn't whether I was
20 closing on one lot or two lots. He just didn't want
21 to sell the land.

22 Q. And if you look at Exhibit 4.

23 A. Okay.

24 Q. In that thread, is that where he acknowledges
25 that he received the contract initially?

1 A. Yes, sir. That's where he -- that's where he
2 said he got it on -- on August 28th. I sent the
3 contract to him. It was the first e-mail which has
4 the PDF for the contract. And his response was on
5 August 26th or 28th of '20 at 6:47 a.m., and he
6 said, "I got it."

7 Q. All right. If -- on March 24th of '21, if
8 Mr. Hornbeck had said, "I'm not closing one lot. We
9 need to close both."

10 A. I would've closed both.

11 Q. Okay.

12 A. And I wouldn't have hired you. I said then I
13 wouldn't have hired you. If he were willing to do
14 that, I wouldn't have to hire you. We wouldn't be
15 here today. It would've been done.

16 Q. Okay. In -- under Paragraph 27 of the
17 contract, which is Exhibit 2.

18 A. Yes, sir. Okay.

19 Q. What remedies are allowable under the contract?

20 A. For the default or breach?

21 Q. Yes, sir.

22 A. For the buyer or seller?

23 Q. Seller.

24 A. For the seller?

25 Q. Yes, sir.

1 A. It says to deliver -- for them to breach, they
2 have to deliver notice to -- to terminate the
3 contract and proof of any remedy available to the
4 buyer at law or equity and incur attorney fees is
5 also included in that third thing.

6 Q. Okay. And so are you in this courtroom today
7 seeking specific performance being able to purchase
8 the properties?

9 A. Yes, sir.

10 Q. And seeking recovery of your attorneys fees?

11 A. Yes, sir.

12 MR. JOHNSON: Okay. Your Honor, that's all the
13 questions I have.

14 THE COURT: Any cross-examination?

15 MR. RAFFINI: Thank you, Your Honor. May it
16 please the Court?

17 CROSS-EXAMINATION

18 BY MR. RAFFINI:

19 Q. Mr. Cox, if I heard you correctly, you say you
20 did not go to Mr. Hornbeck's house on the 24th?

21 A. No. And we can't prove that. That's a lie.
22 That's correct.

23 Q. Well, are you saying it can't be proven or are
24 you saying it didn't happen?

25 A. It didn't happen.

1 Q. Okay. How did you inform Mr. Hornbeck you
2 wanted to close?

3 A. Via text and e-mail that you have copies of.
4 That's how we were responding to each other.

5 Q. Okay. Do you have Plaintiff's Exhibit No. 4
6 with you there?

7 A. Uh-huh.

8 Q. And if you could look at the top of page 2
9 there. It appears to be a message from you on
10 March the 24th. Could you read that for me?

11 A. March 24th. It says, "Hey, John. I had my
12 floor plan picked out and getting things ready to
13 close and start up on one of the lots." I said,
14 "Forgive me, but I have mis -- that I had misplaced
15 it again. What's your number -- telephone number so
16 I can call you?"

17 Q. So you agree you were talking on March 24th
18 with Mr. Hornbeck about closing on just one of the
19 lots?

20 A. Yes. I've got it. That's what we exactly
21 talked about. That's exactly what -- what he --
22 what he -- what he talked about when said he wanted
23 both lots closed. Then he started talking about
24 building spec houses and me building spec houses and
25 paying as we go. That's -- that was the truth.

1 That's what we were supposed to do.

2 Q. All right. Help me understand then. This is
3 your e-mail with him from March of 2021, right?

4 A. Yes.

5 Q. Where was he saying that about closing on both
6 lots?

7 A. Can I -- can I ask you -- can I ask you where
8 he says, "I don't want to close one lot. I want to
9 close on two." I don't see a response saying that.

10 Q. That -- that -- my question is: You're telling
11 us you're -- you didn't have an in-person
12 discussion.

13 A. I didn't have an in-person. I didn't realize
14 that's what he said. That is incorrect.

15 Q. So where is what you're telling me in your
16 e-mail exchange with him?

17 A. As far as what? What's your question?

18 Q. As far as being ready to close on both of these
19 instead of just one lot?

20 A. That was the -- that was not our -- our
21 agreement. And if we wanted it -- if we had agreed
22 to close on one lot at a time as I build a spec
23 house, I was going to pay him for one. And then I
24 was going to pay him for the second one. That's why
25 I wanted to -- to do this. He wasn't going to

1 charge me interest. That's what the contract
2 states.

3 But if he says, "Hey, I didn't want to sell the
4 one lot." He said, "I want to sell two lots, Chris.
5 That's not the deal," I would've paid for both lots.
6 I would've done whichever way I needed to go, but he
7 didn't respond back saying, "Why are you not going
8 to pay for two lots when I don't want to sell just
9 one lot?" There's no response in there, because
10 that's not what we agreed on. I mean, isn't it kind
11 of odd that he didn't respond back to me?

12 Q. Well, let me ask you about Plaintiff's Exhibit
13 No. 2. That's your contract with Mr. Hornbeck.

14 A. Right.

15 Q. And you agree that you're the one that -- that
16 put the language on that -- that form contract?

17 A. Yes, sir.

18 Q. And you're the one that put the purchase price
19 on there and the 24 months to pay?

20 A. Uh-huh.

21 Q. Now, where is the information in the contract
22 about your ability to build a spec house on one of
23 these lots?

24 A. There's no language in there. It's not stating
25 that, but he gave me 24 months to pay the both lots

1 off in full.

2 Q. Okay. And you agree this -- this lawsuit was
3 filed around April 12th of 2021?

4 A. Yes. Somewhere in there. Soon as we had -- I
5 done these e-mails and -- and he said, "I'm not
6 selling the land," I hired Townes.

7 Q. Okay. Prior to that time, when did you try to
8 schedule the closing on both of the lots that are in
9 this contract?

10 A. There's nothing here saying I pay for both
11 lots. There is no language in there saying that
12 either.

13 Q. That -- that wasn't my question. My question
14 is: When before this case was filed, did you offer
15 to close on the property, the two lots that are part
16 of this contract?

17 A. And -- and my -- my -- my question -- my -- my
18 statement to that is, why should I? There's nothing
19 stating I had to do that. Why would I have done
20 that? I don't know how to answer that because it's
21 not true.

22 Q. Okay. So it's fair to say then your answer is
23 you had not offered to close on both of these lots
24 before filing this suit?

25 A. If that's part of the contract, I would've done

1 that. That's my answer.

2 Q. So at the time you filed this case, did you
3 have \$55,000 set aside for the closing?

4 A. I did. I could've paid for it either way. He
5 was giving me -- he said he was a builder in the
6 past. He had done the exact same thing he was
7 allowing me to do. He had -- he had financed lots
8 through an owner and -- and he would close on the
9 one and the people would let him do that for cash
10 flow. He said he's done that as a builder too. He
11 was going to allow me to do that. Had he wanted
12 \$55,000, I could've wrote him a check. I could've
13 just put that in the contract, we'll close in six
14 months and I'd pay both lots off, but he gave me 24
15 months because he was going to do what he just
16 stated that he has done as a builder himself.

17 Q. So you thought he was going to kind of finance
18 the transaction for you?

19 A. It wasn't financing. I was going to pay for
20 them as we go. That's what he agreed to do. He was
21 going to let me build a spec and pay for them as I
22 go.

23 Q. And you said you've been doing this for some 16
24 years?

25 A. Twenty years and 16 years building. I do this

1 all the time.

2 Q. And so you do contracts all the time?

3 A. Uh-huh.

4 Q. And you didn't think it was a good idea to
5 write down what your intentions were in your
6 agreement with Mr. Hornbeck?

7 A. Well, no disrespect, but if we had -- if I had
8 been willing to pay more to buy both lots at the
9 same time, the contract would've been three months,
10 six months, and I'll pay you off in full. That's
11 what -- that's the way it would've been worded.

12 But having two years to pay for it no matter if
13 I wanted to pay for one lot or both lots, I had 24
14 months to do that so I agreed to do the one lot.
15 When that didn't happen, I hired an attorney and was
16 willing to pay for both lots. So I was willing to
17 do whatever. It didn't matter to me. Buying one
18 lot or two, I -- I could've done either way. That's
19 just what he agreed to do, so I was going with what
20 he -- he agreed to do. I didn't put all of that in
21 writing. No, I did not. I failed there.

22 Q. Okay. So did you ever tell Mr. Hornbeck before
23 filing this suit you were ready to close on both
24 these lots?

25 A. I didn't -- I didn't -- I didn't see the need

1 to. It wasn't in the contract. That's not what I
2 agreed to, so I wouldn't have done that.

3 Q. You didn't agree to buy two lots?

4 A. At the same time, no, I did not. What -- what
5 you're asking me to do, I never agreed to do that.
6 I agreed in 24 months to pay him off in 24 months,
7 however that happened, and he wouldn't charge me
8 interest to do that.

9 Q. Was it your expectation he would transfer at
10 least one of the lots to you before he had been paid
11 in full?

12 A. I had already spoke that when Townes was up
13 here. That wasn't the case. If I go to close --
14 have you ever closed a house before?

15 Q. Well, for now, I'm just asking you if -- if
16 that -- that the statement I just made to you, is
17 that accurate?

18 A. It is not. Here's what I'm trying to say.
19 When you do a real estate closing, he couldn't sign
20 the lot over to me without getting paid for it.
21 Nobody would sign the lot over to me for free and
22 clear. That's -- that's -- that's obvious.

23 I go to close a lot to build a house, I give
24 him twenty-seven five for the first lot, and then he
25 signs that after to me after getting money and then

1 I build my house. When that house closes, I do it
2 again. I wouldn't expect any man to sign a lot over
3 to me free and clear without getting a dollar. That
4 would be stupid.

5 Q. So it wouldn't make sense in your business of
6 real estate; is that right?

7 A. Right. But he had claimed that I was asking
8 him to sign the lot over without giving him any
9 money. Who would do that? Who would ask a man to
10 do that? That's -- that's not true.

11 Q. So you were wanting to give him half the money?

12 A. I was wanting to give him twenty-seven five for
13 the first lot, build my spec house, and that was
14 going to be year one. And that's why I had two
15 years because I was going to turn around and do
16 another spec lot, gives him twenty-seven five.
17 Before we close, he would get his money before I
18 ever built a house. And that went on trusting -- he
19 don't trust me, and I would build a house one year,
20 and I'd build a house in year two. And that's the
21 reason we had this. It's not in writing, but that's
22 the agreement we had. I -- I swore to sit here and
23 tell the truth, and that's what I'm doing.

24 Q. Okay. And you didn't talk to Mr. Hornbeck in
25 person between March 24th and March 25th of 2021?

1 A. I don't recall if I did or not. If I did, it's
2 via text. I mean, everything I've got in writing or
3 text. It -- it -- it specifically says what we
4 talked about.

5 Q. So it would be -- it would be through the text,
6 which is Plaintiff's Exhibit 1, or the e-mails, that
7 are Plaintiff's Exhibit 4; is that right?

8 A. Right.

9 Q. Where in there did you offer to pay him \$27,500
10 for one lot?

11 A. It says that I have a closing. On the e-mails
12 that we go back and forth on, it says, "I'm ready to
13 close on the lot." You just -- you just pointed it
14 out. I mean, on Wednesday, March 24th, it says I
15 had my floor plan picked out, which means I'm ready
16 to close on this one lot and get things started up.
17 That's where it says "I'm ready to close."

18 And then you know what his response was? The
19 next day it was, he says, "I'm not going to be
20 selling these lots." He said, "Go somewhere else to
21 build your spec house." Wouldn't you think his
22 response would be, "Chris, that wasn't our
23 agreement"? He says, "I'm not going to sell you
24 these lots. You go look somewhere else to build a
25 spec house."

1 But then he's trying to say that I came by his
2 house and frustrated him the night before, that's
3 why he said that. This was our first time talking
4 about it, is I'm to ready to close. And his
5 response is, "I don't want to sell them. Go
6 somewhere else to buy land." And that's not the way
7 this works. We have a contract and he should abide
8 by it.

9 Q. But if I heard you correctly, you were offering
10 to pay him \$27,500, right?

11 A. That was the agreement, sir.

12 Q. So how did you communicate that to him?

13 A. I told him I'm ready to close on one lot.

14 What's half of 55,000? You got two lots.

15 Fifty-five divided by two is twenty-seven five. I
16 mean, why would I have to say that?

17 Q. Okay. So would it be fair to say you were just
18 assuming that he would expect half the money?

19 A. I would assume that he would've said I'm not
20 selling you those lots. Go find lots somewhere
21 else. I would assume that he would've done what the
22 contract said and worked me. That's what we're
23 supposed to do. Had he thought that I was only
24 going to pay him a dollar per lot, wouldn't he have
25 called me? Wouldn't he have had contact? I mean,

1 he responded, "I'm not selling the lots." That
2 speaks for itself. He didn't even try to negotiate
3 with me. His response back an hour later was, "I
4 ain't selling this land."

5 So, I mean, if he said, "Chris, what are you
6 going to pay me?" His response I would've said,
7 "Twenty-seven five. I'm paying you what we agreed
8 to." But when he said, "I'm not selling the lots,"
9 I had to go for litigation. I had to -- because he
10 said, "I'm not going to -- I had to go for an
11 attorney because I ---

12 Q. So his response was an hour later?

13 A. Let me look at the time before -- before I sit
14 up here and say that. So Thursday, March --
15 Wednesday, March 25th, Wednesday at 12:50, so it's
16 at 1:00 o'clock. His response was the next morning
17 at 7:00 o'clock in the morning. So it was
18 whatever -- whatever that is. Ten hours --
19 12 hours.

20 Q. And would you agree that after he sent that
21 e-mail to you, that's when you started your text
22 messages back and forth?

23 A. He said, "We don't have a valid contract." He
24 claimed that he didn't even receive the contract,
25 and I -- he couldn't even recall receiving the

1 contract at all. He said, "I'm not closing because
2 we don't have a valid contract." That's what the
3 e-mails say, so I resent the contract back to him
4 and said, "Here it is." He said he had got it. He
5 did -- this is the second time I've sent it to you.
6 Now we've got a valid contract. He agrees to it and
7 he's trying to go through it and figure out how he
8 can get out of it, and that's what the e-mails say.

9 Q. But you agree at that time you're going back
10 and forth with messages and Mr. Hornbeck is saying,
11 "Can we talk about this later?"

12 A. There's nothing saying talk about it later.
13 Where are you -- where's that at?

14 Q. If you'll look at -- you have Plaintiff's
15 Exhibit No. 1 in front of you, the text messages?
16 You can go to page 5.

17 A. Uh-huh.

18 Q. And down at the bottom there, do you agree
19 Mr. Hornbeck's telling you that he's in the middle
20 of a conference call and we'll talk about it a
21 little bit later.

22 A. Uh-huh. And he said, "We don't have a valid
23 contract," so he didn't remember at all receiving
24 the contract. He said the contract wasn't valid
25 because I didn't e-mail it to him, and that's when I

1 re-emailed it to him.

2 Q. Okay. But you agree Mr. Hornbeck was telling
3 you he's willing to discuss this with you later; is
4 that right?

5 A. And what -- what proof do you have (inaudible)
6 to -- to -- to do that?

7 Q. That -- that wasn't my question. My question
8 is: You agree Mr. Hornbeck was saying, "Can we talk
9 about this later?"

10 A. He did, but he never did.

11 MR. RAFFINI: Okay. That's all the questions I
12 have at this time, Your Honor.

13 THE COURT: All right. Redirect?

14 MR. JOHNSON: No, Your Honor.

15 THE COURT: All right. Thank you, sir. You
16 may step down.

17 (Witness excused.)

18 THE COURT: Mr. Johnson, any further witnesses?

19 MR. JOHNSON: No, Your Honor. At this time,
20 the plaintiff rests.

21 THE COURT: Any motions, Mr. Raffini?

22 MR. RAFFINI: Yes, Your Honor. May it please
23 the Court?

24 First, I make a motion for a directed verdict
25 as to breach of contract. There's no evidence

1 before the Court that the plaintiff was ready and
2 able to close prior to filing this breach of
3 contract lawsuit. I think he would be required to
4 prove that he was ready to close and that the
5 defendant breached the contract by bringing the
6 breach of contract.

7 The testimony, obviously, they're discussing
8 the closing. There's some confusion about what
9 exactly is the offer. There's no evidence that he's
10 ready to close under the terms of the contract,
11 which called for a \$55,000 payment of two lots. So
12 for that reason, I don't think he can prove his case
13 for breach of contract. It's a valid agreement at
14 the time of signing.

15 THE COURT: Mr. Johnson.

16 MR. JOHNSON: Thank you, Your Honor. The
17 e-mail clearly shows that I'm not selling these
18 lots. That is a -- that is a breach of the
19 agreement and that's what we acted upon.

20 THE COURT: All right. Any additional
21 witnesses moving forward or letting the case end
22 where it is right now?

23 MR. RAFFINI: Your Honor, I will be calling
24 Mr. Hornbeck briefly. He did have a counterclaim.
25 He's pro se requesting fees, so I need probably 5

1 minutes of testimony on that.

2 THE COURT: All right. Come back around, sir.
3 You're -- you're still under oath.

4 MR. RAFFINI: And, Your Honor, on their
5 directed verdict motion, do you want me to go ahead
6 before he comes back up?

7 THE COURT: I'm sorry. I cut you off.

8 MR. RAFFINI: It's okay, Your Honor. The
9 second thing is to the request for specific
10 performances of remedy. I haven't heard any
11 testimony that would implicate these properties or
12 this real estate being unique, and I understand real
13 estate is kind of the typical example of when you
14 request specific performance, but there's really not
15 a lot of evidence -- any evidence about this
16 specific property. Why specific -- why specific
17 performance would be warranted under the
18 circumstances beyond the fact that it is obviously
19 real estate.

20 THE COURT: Isn't that presumed?

21 MR. RAFFINI: I don't think it's actually
22 presumed. I just think it would be -- I'd be happy
23 to be corrected, Your Honor.

24 THE COURT: Well, I -- my understanding is it's
25 always been real estate is unique and that's why you

1 have this specific performance under the part of the
2 purchaser, but I will look at it again. It's been a
3 while.

4 MR. RAFFINI: Yes, sir. I understand. I think
5 that would be all for the moment. I'll just go
6 ahead and recall Mr. Hornbeck as part of the
7 defendant's case.

8 THE COURT: And I'll take those under
9 consideration. Mr. Johnson, I'll be glad to hear
10 your response. Do you have any response to his
11 motions?

12 MR. JOHNSON: Your Honor, I think specific
13 performance is proper.

14 THE COURT: All right. Come back around.
15 You're still under oath.

16 THE WITNESS: Yes, sir.

17 MR. RAFFINI: Thank you, Your Honor.

18 DIRECT EXAMINATION

19 BY MR. RAFFINI:

20 Q. Mr. Hornbeck, just briefly as to, you had a
21 counterclaim filed requesting fees; is that right?

22 A. That is correct.

23 Q. Now, it was your testimony earlier that you
24 believe Mr. Cox, on behalf of his company, breached
25 this contract before closing; is that right?

1 A. Yes, I do.

2 Q. And you understand that the contract that's
3 admitted as Plaintiff's Exhibit No. 2, you wanted
4 him to request fees; is that correct?

5 A. Yes.

6 Q. And are you requesting award of your fees and
7 cost?

8 A. I am.

9 Q. Now, you agree to pay a flat fee for
10 representation through the trial of this case; is
11 that right?

12 A. That is correct.

13 Q. And could you tell -- tell the Court what that
14 fee was?

15 A. It was \$5,000.

16 Q. And you understand as part of that fee, it
17 included all your time and preparation reviewing all
18 the discovery that had been done, reviewing the
19 records of the case, everything related to preparing
20 for your trial today?

21 A. Yes.

22 Q. As part of that, have you had multiple meetings
23 with me to get ready for your case here today?

24 A. Yes, sir.

25 Q. And you've reviewed, prepared for the actual

1 hearing in the trial of this case; is that right?

2 A. Yes. That is correct.

3 Q. Do you believe all of that time was necessary
4 to adequately defend your interest as part of this
5 case?

6 A. Yes. I believe so.

7 Q. And you're asking the Court for an award of the
8 fees you paid to defend yourself in this action?

9 A. Yes, I am.

10 Q. And that was -- again, that was a \$5,000 fee in
11 this case?

12 A. Yes. It was \$5,000.

13 MR. RAFFINI: Okay. I don't have any further
14 questions. Please answer any questions Mr. Johnson
15 may have.

16 CROSS-EXAMINATION

17 BY MR. JOHNSON:

18 Q. Mr. Hornbeck, under this agreement, at any time
19 have you asked Mr. -- or Anderson Discount Housing
20 to perform?

21 A. I would say that that's implied by the contract
22 itself.

23 Q. Well ---

24 A. And ---

25 Q. --- there's been plenty of evidence ---

1 A. --- and it's actually after he filed the
2 complaint, I was acting as pro se, so all of my
3 contacts were with you. I think it would be
4 inappropriate for me to contact Mr. Cox since I was
5 working with his counsel, which is you.

6 Q. But at any -- at any time, did you say, "Let's
7 close. Let's ---

8 A. At several times when you e-mailed me if I was
9 ready to proceed to closing back through June, July,
10 August, September, I informed you that, yes, I was
11 willing to close and I gave you multiple dates that
12 I was willing to close, and then I would not hear
13 back from you. So speaking to you is the same as
14 speaking to Mr. Cox. So, in fact, yes, I did offer
15 many times to close this.

16 Q. I understand that you offered many times to
17 close, but that hasn't transpired, correct?

18 A. That is correct. It has not.

19 Q. Okay. Did you at one -- at any point demand
20 that Anderson Discount Housing close on these lots?

21 A. No, I did not.

22 Q. Okay. Under Paragraph 27, did -- at any point,
23 did you send a notice of default or a notice of
24 breach to Anderson Discount Housing?

25 A. There would be no need to since you had already

1 started this complaint and this action.

2 Q. So your -- just to clarify. Your answer is,
3 no, you did not?

4 A. No, I did not.

5 MR. JOHNSON: Your Honor, that's all the
6 questions I have.

7 MR. RAFFINI: No redirect, Your Honor.

8 THE COURT: Thank you. You may step down.

9 (Witness excused.)

10 THE COURT: All right. Brief final statements,
11 Mr. Johnson?

12 MR. JOHNSON: Thank you, Your Honor. May it
13 please the Court?

14 Your Honor, as the testimony showed, there was
15 a valid binding agreement for Anderson Discount
16 Housing to purchase these two lots. Mr. Hornbeck --
17 Mr. Hornbeck flatly refused to consummate the deal.
18 We followed the -- the agreement by requesting
19 mediation. That was never accomplished, Your Honor,
20 and so we resulted in having to file suit.

21 And, Your Honor, I believe that we are entitled
22 to specific performance where we consummate this
23 transaction and are entitled to attorney's fees
24 under Paragraph 27. Thank you, Your Honor.

25 THE COURT: All right. Thank you, sir.

1 Mr. Raffini.

2 MR. RAFFINI: Thank you, Your Honor. May it
3 please the Court?

4 I believe that the testimony shows the parties
5 may have a difference of opinion about exactly what
6 their understanding of the agreement was. We don't
7 dispute there was a valid agreement. It appears
8 that plaintiff had a little bit different view as to
9 what was in the agreement when he admits he's the
10 one that actually drafted up the agreement.

11 If there was an agreement to transfer part of
12 the property or some procedure there to do so, it
13 was his obligation to draft the contract to make
14 sure that language was included and make sure the
15 parties had a meeting of the minds on those points.
16 It wasn't a meeting of the minds on those points and
17 they didn't perform part of the agreement. We
18 acknowledge it was a valid contract.

19 Our position is, the first breach came when
20 there was a demand to transfer part of the property
21 for part of the price, which is nowhere part of the
22 party's written agreement, which is what the
23 plaintiff is here trying to enforce. Anything that
24 happened after the brief of contract case was filed
25 is in the nature of a potential settlement because

1 Mr. Hornbeck's testimony was after the point which
2 there was a demand that he transfer half of the
3 property for half the price. At that point, he was
4 still willing to discuss closing. He didn't feel
5 obligated to given that there had already been a
6 breach of the agreement, which we believe was both
7 substantial and material. So to the extent there
8 was a problem with what the actual agreement of the
9 parties was, I think the agreement has to be
10 construed against the plaintiff as the drafter.

11 Now, as to fees, I don't have anything from the
12 plaintiff as far as what his fees and cost would be
13 in the actual, so I'm a little bit at a loss to
14 address what would be appropriate terms of fees and
15 costs from the plaintiff's perspective. But if the
16 Court is not inclined to award specific performance,
17 there also hasn't been any testimony about the value
18 of any damages.

19 So I understand specific performance is before
20 the Court, but if the Court is not inclined to grant
21 specific performance, I would just also point out
22 that there's no testimony to any actual damages
23 which was an alternative relief requested in the
24 pleadings in this action.

25 THE COURT: All right. Thank you. I'm going

1 to read through your submissions and I'll issue an
2 order. Thank you.

3 (The proceedings concluded at 10:53 a.m.)

4 - - -

C E R T I F I C A T E O F R E P O R T E R

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned, Lisa Scott, Circuit Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal in the Circuit Court for Anderson County, South Carolina, on the 4th day of April, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

October 23, 2023

/s/Lisa Scott

Lisa Scott
Circuit Court Reporter

8:54

4G LTE 70%



(864) 847-6...

Mobile



8/13/20 8:39 AM

I bet.. can i get with you on a contract for the 2 lots in Charping? Since you are busy we could wait til the first of the week if you want

8/13/20 8:56 AM

Sounds good

let's just plan on getting together Monday afternoon I'm sure your mornings are typically busy like mine so we'll just get together sometime mid to late afternoon and on Monday and get it worked out

Ok

8/17/20 12:39 PM

I'm available whenever. I'll be out cutting grass if I mis the phone. Feel free to stop by



Type a message...



23 APR 4 PM 3:14:56
Hinder son, SC.COC, CP/68

PLAINTIFF'S	
EXHIBIT NO.	1
FOR IDENTIFICATION	
DATE:	RPTR:

8:54

4G LTE 70%



#

(864) 847-6...

Mobile



Ok

8/17/20 12:39 PM

I'm available whenever. I'll be out cutting grass if I mis the phone. Feel free to stop by 1135 Crestview Rd

I will.. shooting for later this afternoon if ok with you



8/17/20 7:06 PM

I just finished up.. call me

8/17/20 7:14 PM

I'm out grocery shopping but I should be able to be flexible almost



Type a message...



8:54

4G LTE 70%



#

(864) 847-6...

Mobile



8/17/20 7:14 PM

I'm out grocery shopping but I should be able to be flexible almost any afternoon just let me know what day works for you and will try to get together

8/21/20 5:28 PM

FYI. still at dentist, needed a crown. I'm still good for later. I soon be done here in just a little bit

8/21/20 8:43 PM

I will just try you tomorrow

2/5/21 5:26 PM

John Hornbeck
864-847-6633



3/24/21 6:16 PM



Type a message...



8:54

4G LTE 70%



#

(864) 847-6...

Mobile



864-847-6633

3/24/21 6:16 PM

Hey John call me when you get a chance please

Hey John call me when you get a chance please

I am trying to get this next home started up on one of the lots

I am trying to get this next home started up on one of the lots

3/25/21 8:19 AM

I just got your email, call me

I just got your email, call me

You not even going to talk to me



Type a message...



8:54

4G LTE 70%



#

(864) 847-6...

Mobile



started up on one of the lots

3/25/21 8:19 AM

I just got your email, call me

I just got your email, call me

You not even going to talk to me
about this? We have a contract

You not even going to talk to me
about this? We have a contract

3/25/21 8:33 AM

I'm on a conference call I will call
you in a little bit when I have a
moment and no we do not have a
valid contract

I'm on a conference call I will call
you in a little bit when I have a
moment and no we do not have a



Type a message...



5

8:54

4G LTE 70%



#

(864) 847-6...

Mobile



moment and no we do not have a
valid contract

3/25/21 8:45 AM

I am sending the contract that we
signed to my attorney for review so
we will find out

I am sending the contract that we
signed to my attorney for review so
we will find out

Be sure to let him know that it was a
contract you brought and filled out
in my home and you never provided
me a copy of it

Be sure to let him know that it was a
contract you brought and filled out
in my home and you never provided
me a copy of it

Also let him know that you failed to
pay any taxes on the property that



Type a message...



8:55

4G LTE 69%



#

(864) 847-6...

Mobile



in my home and you never provided me a copy of it

Also let him know that you failed to pay any taxes on the property that you are supposedly in control of

Also let him know that you failed to pay any taxes on the property that you are supposedly in control of

I emailed you a copy of the contract just like I told you I would..I can forward the email to you again if you want.. I am standing in front of my computer looking at the contract where I forwarded to you on 8-25-20 just after we signed the contract

I emailed you a copy of the contract just like I told you I would..I can forward the email to you again if you want.. I am standing in front of my computer looking at the contract where I forwarded to you on 8-25-20 just after we signed the contract



Type a message...



8:55

4G LTE 69%



(864) 847-6...

Mobile



started on one of these lots

I can legally email a copy of the contract to you that we signed, I do not have to give it to you then and if you had a problem anything in the contract that was emailed back to you, you would have said something before now.. I already have a loan started on one of these lots

3/25/21 8:58 AM

I also see where there is a response email from you stating that you "got it", I went down to pay taxes on all of my lots, including those in January, saw where you had already paid them.. I don't like going through attorneys, but if that is what I have to do, then I will.. just spoke back to my attorney and he is going to review the contract and if all is in place file go forward

I also see where there is a response email from you stating that you "got



Type a message...



8:56

4G LTE 69%



#

(864) 847-6...

Mobile



to my attorney and he is going to
review the contract and if all is in
place file go forward

I found the copy in my Spam folder
so yes you did send it I am reviewing
the contract now

I found the copy in my Spam folder
so yes you did send it I am reviewing
the contract now

You responded on 8/26/20 at 6:47
am and said that you got it

You responded on 8/26/20 at 6:47
am and said that you got it

The contract States on item for the
closing and date of continuance will
be on a to be determined date

I can tell you it will be a long time
before I am available to sign on that
property



Type a message...



8:56

4G LTE 69%



#

(864) 847-6...

Mobile



am and said that you got it

The contract States on item for the closing and date of continuance will be on a to be determined date

I can tell you it will be a long time before I am available to sign on that property

The contract States on item for the closing and date of continuance will be on a to be determined date

I can tell you it will be a long time before I am available to sign on that property

Yes it says TBD because in addendum number 33 we wrote in that you would give me 2 years from the contract date to fully pay for both lots, so we could not write in a exact closing date because there will be different ones where I close on the first and then another where I close



Type a message...



8:56

4G LTE 69%



#

(864) 847-6...

Mobile



Yes it says TBD because in addendum number 33 we wrote in that you would give me 2 years from the contract date to fully pay for both lots, so we could not write in a exact closing date because there will be 2 different ones where I close on the first and then another where I close on the second one

My attorney is telling me that through the courts, if you don't abide the judge can actually pass deed to the property himself, so I don't think it matters if you are around or not

My attorney is telling me that through the courts, if you don't abide the judge can actually pass deed to the property himself, so I don't think it matters if you are around or not

I will be in touch through my attorney,



Type a message...



8:57

4G LTE 69%



#

(864) 847-6...

Mobile



My attorney is telling me that
through the courts, if you don't abide
the judge can actually pass deed to
the property himself, so I don't think
it matters if you are around or not

I will be in touch through my
attorney,

I will be in touch through my
attorney,

That's fine go ahead and tell your
tourney to start the lawsuits and I
will see you in court in 3 years

That's fine go ahead and tell your
tourney to start the lawsuits and I
will see you in court in 3 years

No big deal

No big deal



Type a message...





**AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(GENERAL USE AND LOTS/ACREAGE)**

23 APR 4 PM 3:15:03
Anderson, SC REC. DP/66

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Anderson Discount Housing LLC ("Buyer"), and
Seller(s), John Hornbeck III & Christina Hornbeck ("Seller")

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☒ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

2. PURCHASE PRICE: \$ Fifty Five Thousand (\$55,000.00)

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.
Verification of Cash available for Closing is ☐ attached ☐ not attached ☐ to be Delivered before _____. This Contract ☐ is ☐ is not contingent upon the sale and closing of Buyer's real property and SCR504. ☐ is ☐ is not attached.
see # 33 for agreement to pay breakdown.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address Lot # 77 & Lot # 61 Pinion Lane Unit # _____
City Anderson State of South Carolina
Zip 29621 County of Anderson
Lot _____ Block _____ Section/Phase _____ Subdivision Charming Farms
Other tm # 146-03-01-039 / tm # 146-03-01-040

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before TBD ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

[TC] BUYER [_____] BUYER [[Signature]] SELLER [CH] SELLER HAVE READ THIS
SCR Form 330

Phone: _____

Fax: _____



and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total \$ _____ (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ _____ will be paid within _____ Business Days after Effective Date and Earnest Money is in the form of ☐ check ☐ cash ☐ other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize _____ as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

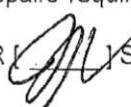
6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHAVA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____ OR _____% of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHAVA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the ☒ Seller's or ☐ Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs

7. FINANCE: Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum _____% and maximum _____% of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender

[TC] BUYER [_____] BUYER [] SELLER [CU] SELLER HAVE READ THIS PAGE

SCR Form 330 11/2017 PAGE 2 of 9

funds loan(s). If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____

An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☐ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other _____ ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than _____ Business Days after Contract's original Primary Effective Date unless the Parties agree in writing to extend the Due Diligence Period.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Contract Renegotiations, Seller to obtain estimates, Buyer and Seller to negotiate Contract terms, and Buyer to potentially timely/proper Due Diligence terminate or buy.

[TC] BUYER [_____] BUYER [AS] SELLER [CH] SELLER HAVE READ THIS PAGE

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During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR330 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer.

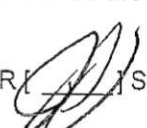
TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ USD Good Funds. **DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD:** The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☒ is ☐ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract ☐ is ☒ is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☒ is ☐ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination

[TC] BUYER [_____] BUYER [] SELLER [CH] SELLER HAVE READ THIS PAGE

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during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☐ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

☒ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

20. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the ☒ Seller or ☐ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

[TC] BUYER [_____] BUYER [[Signature]] SELLER [CA] SELLER HAVE READ THIS PAGE

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24. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by _____ and paid for by _____.

All of these reports or certifications shall be completed no later than _____ Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

27. DEFAULT/BREACH OF CONTRACT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System (803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

[TC] BUYER [_____] BUYER [] SELLER [CH] SELLER HAVE READ THIS PAGE

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29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here (e.g. SCR 390, 391, 311, 503, 504, 315, 320, 393, 370, 375, 513, 610):

Both lots to be paid for by buyers within
(24) months of contract date; No interest to be
charged to buyer by seller.

[TC] BUYER [] BUYER [] SELLER [CH] SELLER HAVE READ THIS PAGE

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34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ ☐ AM ☐ PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Business Days. Parties shall initial and date all page and changes in this Contract.

BUYER: _____

Date: 8-25-20 Time: _____

BUYER: _____

Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: _____

Date: 08/25/2020 Time: _____

SELLER: Chris H. Haddock

Date: 08/25/2020 Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

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22 APR 4 PM 3:15:09
Anderson, SC COC, D165

CONTRACT FOR CHARPING FARMS LOTS

11 messages

Chris Cox <chriscoxrealtor@gmail.com>
To: Johnhornbeck@customcastles.net

Tue, Aug 25, 2020 at 4:18 PM

----- Forwarded message -----

From: copier@kellerwilliams.com <kwsharpcopier2@gmail.com>
Date: Tue, Aug 25, 2020 at 1:29 PM
Subject: Scanned image from MX-2640N @ Keller Williams -Anderson
To: <chriscoxrealtor@gmail.com>

Reply to: copier@kellerwilliams.com <copier@kellerwilliams.com>
Device Name: Sharp MX-2640 @ Keller Williams - Anderson
Device Model: MX-2640N
Location: 4107 Building

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
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<http://www.adobe.com/>

 **20200825_124944.pdf**
587K

johnhornbeck@customcastles.net <johnhornbeck@customcastles.net>
To: Chris Cox <chriscoxrealtor@gmail.com>

Wed, Aug 26, 2020 at 6:47 AM

got it

[Quoted text hidden]

Chris Cox <chriscoxrealtor@gmail.com>
To: johnhornbeck@customcastles.net

Fri, Feb 5, 2021 at 2:44 PM

Hey John,

What was your direct cell number again?

[Quoted text hidden]

Chris Cox <chriscoxrealtor@gmail.com>
To: johnhornbeck@customcastles.net

Wed, Mar 24, 2021 at 12:50 PM

Hey John,



CONTRACT FOR CHIPPING FARMS LOTS

Tue Aug 25 2020 3:41:16 PM

john@chippingfarmslots.net
john@chippingfarmslots.net

----- Forwarded message -----

Date: Tue Aug 25, 2020 at 1:20 PM

Subject: Scanned image from MX-2840N @ Keller Williams - Anderson

To: john@chippingfarmslots.net

Reply to: john@chippingfarmslots.net
Device Name: MX-2840N @ Keller Williams - Anderson
Device Model: MX-2840N
Location: 4107 Building

File Format: PDF MMR(G4)
Resolution: 280dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R) Reader(R) or Adobe Systems Incorporated to view the document.
Adobe(R) Reader(R) can be downloaded from the following URL:
Adobe(R) Reader(R) is a trademark of Adobe Systems Incorporated in the United States and other countries.

20200825_154044.pdf

Wed Aug 26 2020 at 9:47 AM

john@chippingfarmslots.net <john@chippingfarmslots.net>
john@chippingfarmslots.net

Fri Sep 4 2020 at 11:04 AM

John Cox <john@chippingfarmslots.net>
john@chippingfarmslots.net

What was your direct cell number again?

Wed Mar 24 2021 at 11:50 PM

John Cox <john@chippingfarmslots.net>
john@chippingfarmslots.net

I have my floor picked out and am getting things ready to get this one closed and start one up on one of the lots; forgive but I have missed placed it again, what is your cell number again please?

On Wed, Aug 26, 2020 at 6:47 AM <johnhornbeck@customcastles.net> wrote:
[Quoted text hidden]

johnhornbeck@customcastles.net <johnhornbeck@customcastles.net>
To: Chris Cox <chriscoxrealtor@gmail.com>

Thu, Mar 25, 2021 at 7:06 AM

Chris,

I will not be selling these lots. You will need to look elsewhere to build a spec house.

John
[Quoted text hidden]

Chris Cox <chriscoxrealtor@gmail.com>
To: Townes Johnson <tjohnson@sc.legal>

Tue, Jan 11, 2022 at 8:50 PM

----- Forwarded message -----
From: **Chris Cox** <chriscoxrealtor@gmail.com>
Date: Tue, Aug 25, 2020 at 4:18 PM
Subject: CONTRACT FOR CHARPING FARMS LOTS
To: <Johnhornbeck@customcastles.net>
[Quoted text hidden]

 **20200825_124944.pdf**
587K

Chris Cox <chriscoxrealtor@gmail.com>
To: Townes Johnson <tjohnson@sc.legal>

Mon, Apr 3, 2023 at 3:47 PM

----- Forwarded message -----
From: **Chris Cox** <chriscoxrealtor@gmail.com>
Date: Tue, Aug 25, 2020 at 4:18 PM
Subject: CONTRACT FOR CHARPING FARMS LOTS
To: <Johnhornbeck@customcastles.net>

[Quoted text hidden]

 **20200825_124944.pdf**
587K

Chris Cox <chriscoxrealtor@gmail.com>
To: Townes Johnson <tjohnson@sc.legal>

Mon, Apr 3, 2023 at 3:49 PM

[Quoted text hidden]

Chris Cox <chriscoxrealtor@gmail.com>
To: Townes Johnson <tjohnson@sc.legal>

Mon, Apr 3, 2023 at 3:50 PM

[Quoted text hidden]

Townes Johnson

From: Townes Johnson <tjohnson@sc.legal>
Sent: Thursday, March 25, 2021 9:41 AM
To: Johnhornbeck@customcastles.net
Cc: Chris Cox
Subject: Notice of Default / Request for Mediation
Attachments: 20200825_124944.pdf; OnlineMediation.pdf

23 APR 4 PM 3:15:13
Anderson, SC DOC. CP/66

Mr. Hornbeck -

Please be advised that this firm represents Anderson Discount Housing LLC the buyer under that certain Buy/Sell Agreement attached to this email.

Please be further advised that you are in breach of the agreement for being unwilling to close and convey the properties to Anderson Discount Housing LLC. Pursuant to Paragraph 28 of the agreement, Anderson Discount Housing LLC hereby requests that you review the list of free, online mediators approved by South Carolina Realtors and choose a mediator to mediate this dispute by **5pm today, March 25, 2021**.

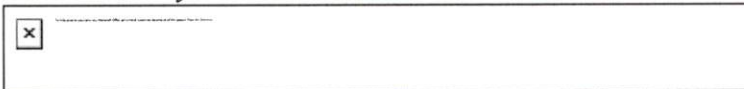
If you fail to choose a mediator, please be advised that we will choose one and provide you with the date and time of the mediation.

Please also be advised that I will be placing a Lis Pendens on the properties today.

Regards,

Townes Johnson

Townes B. Johnson III



(O) 864-757-4899 | (C) 864-325-2528 | (E) tjohnson@sc.legal
Mailing: PO Box 9246 | Greenville, SC 29604
Physical: [Bank of America Building, Suite 302](#)
[Website](#) | [Blog](#) | [vCard](#)

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Townes Johnson

From: Townes Johnson <tjohnson@sc.legal>
Sent: Tuesday, March 30, 2021 3:10 PM
To: johnhornbeck@customcastles.net
Cc: janepagethompson@gmail.com; Chris Cox
Subject: Re: Notice of Default / Request for Mediation
Attachments: Notice of Request for Mediation.pdf; PSA.pdf

23 APR 4 PM 3:15:18
Anderson, SC COC, CP/65

Mr. Hornbeck -

Please be advised that Jane Page Thompson has agreed to serve as a mediator with regard to the dispute over the attached purchase and sale agreement (the "Agreement"). Please be further advised that you have until **5pm, April 1, 2021** to agree to this mediation and, upon your agreement, a mutually agreeable date and time for the same will be determined based upon Ms. Thompson's availability. The formal Notice and Request for Mediation is attached herewith.

If you are not agreeable to this mediation, Anderson Discount Housing LLC will proceed to litigation as it will have fulfilled its duty to attempt mediation in accordance with the Agreement.

Ms. Thompson has been copied on this email.

We look forward to an amicable resolution to this matter.

Regards,

Townes Johnson

Townes B. Johnson III



(O) 864-757-4899 | (C) 864-325-2528 | (E) tjohnson@sc.legal

Mailing: PO Box 9246 | Greenville, SC 29604

Physical: [Bank of America Building, Suite 302](#)

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On Mon, Mar 29, 2021 at 5:15 AM <johnhornbeck@customcastles.net> wrote:
MR. Johnson,

Thank you for providing the list of mediators. I will review the list.

John Hornbeck

----- Original Message -----

Subject: Notice of Default / Request for Mediation
From: Townes Johnson <tjohnson@sc.legal>
Date: Thu, March 25, 2021 6:40 am
To: johnhornbeck@customcastles.net
Cc: Chris Cox <chriscoxrealtor@gmail.com>

Mr. Hornbeck -

Please be advised that this firm represents Anderson Discount Housing LLC the buyer under that certain Buy/Sell Agreement attached to this email.

Please be further advised that you are in breach of the agreement for being unwilling to close and convey the properties to Anderson Discount Housing LLC. Pursuant to Paragraph 28 of the agreement, Anderson Discount Housing LLC hereby requests that you review the list of free, online mediators approved by South Carolina Realtors and choose a mediator to mediate this dispute by **5pm today, March 25, 2021.**

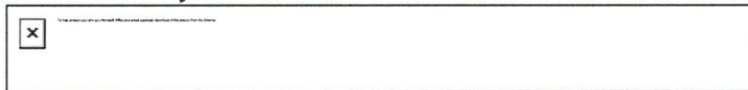
If you fail to choose a mediator, please be advised that we will choose one and provide you with the date and time of the mediation.

Please also be advised that I will be placing a Lis Pendens on the properties today.

Regards,

Townes Johnson

Townes B. Johnson III



(O) [864-757-4899](tel:864-757-4899) | (C) [864-325-2528](tel:864-325-2528) | (E) tjohnson@sc.legal

Mailing: PO Box 9246 | Greenville, SC 29604

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Townes Johnson

From: Townes Johnson <tjohnson@sc.legal>
Sent: Monday, December 13, 2021 5:28 AM
To: John Hornbeck
Subject: Fwd: HORNBECK HUD/ PINION LANE ANDERSON
Attachments: w04720-C ADH HUD.pdf

23 APR 4 PM 3:15:23
Anderson, SC Doc. CP/66

Mr. Hornbeck -

The closing is set at Wendell Hawkins office in Anderson this Thursday, 12/16/21, at 3:30 PM; please the attached settlement statement for your review.

Towned

----- Forwarded message -----

From: Anderson Office <anderson@wlhawkinslawfirm.com>
Date: Thu, Dec 9, 2021 at 10:29 AM
Subject: Pinion Lane HUD
To: Chriscoxrealtor@gmail.com <Chriscoxrealtor@gmail.com>

Hi Chris!

Attached is the HUD for the Pinion lane purchase.

Let me know if you need anything.

Thanks!

Elizabeth Ward

Wendell L. Hawkins, P.A.

116 East Earle Street

Anderson SC, 29621

Phone: (864) 332-0881, ext. 14



Fax: (864) 332-0882

Email: anderson@wlhawkinslawfirm.com

****NOTE: FOR REAL ESTATE CLOSINGS, WE ACCEPT ONLY WIRES (NO ACH'S) FOR ANY AMOUNT OVER \$1,000.00. WE WILL ACCEPT CERTIFIED CHECKS FOR UNDER \$1,000.00.****

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A. SETTLEMENT STATEMENT

Wendell Hawkins, P.A.
 116 East Earle Street
 Anderson, South Carolina 29621
 (864) 332-0881 fax: (864) 332-0882

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
 4. ☐ VA 5. ☐ CONV. INS.
 6. File Number **W04720-C** 7. Loan Number
 8. Mortgage Ins Case No

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Buyer: Anderson Discount Housing LLC

E. Seller: John M. Hornbeck, III and Christina L. Hornbeck

F. Lender:

108 and 110 Pinion Lane

G. Property: Anderson, Anderson County, South Carolina 29621
 Lot 61 & 77, Book 1099, Page 10, Anderson County, South Carolina

H. Settlement Agent: Wendell Hawkins, P.A.

Place of Settlement: 116 East Earle Street, Anderson, South Carolina 29621 Anderson County

I. Settlement Date: December 16, 2021

J. Summary of Buyer's Transaction**100. Gross Amount Due From Buyer:**

101. Contract Sales Price	55,000.00
102. Personal Property	
103. Settlement Charges to Buyer (line 1400)	0.00

Adjustments for Items Paid by Seller in Advance:

106. City / Town Taxes Dec 16, 2021 thru Dec 31, 2021	21.39
107. County / Parish Taxes Dec 16, 2021 thru Dec 31, 2021	21.39
108. Assessments Dec 16, 2021 thru Dec 31, 2021	18.94

120. Gross Amount Due from Buyer: 55,061.72

200. Amounts Paid by or in Behalf of Buyer:

201. Deposit / Earnest Money	
202. Principal Amount of New Loan	
203. Existing Loan(s)	
204.	
205.	
206.	

Adjustments for Items Unpaid by Seller:

210. City / Town Taxes	
211. County / Parish Taxes	
212. Assessments	

220. Total Paid by / for Buyer: 0.00

300. Cash at Settlement from / to Buyer:

301. Gross Amount due from Buyer (line 120)	55,061.72
302. Less Amount Paid by/for Buyer (line 220)	0.00

303. Cash From Buyer: \$55,061.72

K. Summary of Seller's Transaction**400. Gross Amount Due To Seller:**

401. Contract Sales Price	55,000.00
402. Personal Property	
403.	

Adjustments for Items Paid by Seller in Advance:

406. City / Town Taxes Dec 16, 2021 thru Dec 31, 2021	21.39
407. County / Parish Taxes Dec 16, 2021 thru Dec 31, 2021	21.39
408. Assessments Dec 16, 2021 thru Dec 31, 2021	18.94

420. Gross Amount Due to Seller: 55,061.72

500. Reductions in Amount Due to Seller:

501. Excess Deposit (see instructions)	
502. Settlement Charges to Seller (Line 1400)	905.50
503. Existing Loan(s)	
504. Payoff of First Mortgage	
505. Payoff of Second Mortgage	
506. Purchase Money Mortgage	

Adjustments for Items Unpaid by Seller:

510. City / Town Taxes	
511. County / Parish Taxes	
512. Assessments	

520. Total Reductions in Amount Due Seller: 905.50

600. Cash at Settlement to / from Seller:

601. Gross Amount due to Seller (line 420)	55,061.72
602. Less Reductions Amount due Seller (line 520)	905.50

603. Cash To Seller: \$54,156.22

L. Settlement Charges							Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission:								
Based on Price \$55,000.00 Division of Commission as follows								
701.								
702.								
703. Commission Paid at Settlement								
800. Items Payable in Connection with Loan:								
801. Loan Origination Fee								
802. Loan Discount								
803. Appraisal Fee								
804. Credit Report								
805. Lender's Inspection Fee								
806. Mortgage Insurance Application Fee								
807. Assumption Fee								
808. Underwriting Fee								
809. Tax Service Fee								
810. Administration Fee								
811. Flood Cert Fee								
812. Flood Cert Fee Life of Loan								
813. Processing Fee								
814. Commitment Fee								
815. Document Prep Fee								
816. Messenger/Handling Fee								
817. Wire Fee								
900. Items Required by Lender to be Paid in Advance:								
901. Daily interest - NONE								
902. Mortgage Insurance Premium								
903. Hazard Insurance Premium								
904. Flood Insurance Premium								
1000. Reserves Deposited with Lender:								
1001. Hazard Insurance								
1002. Mortgage Insurance								
1003. City Property Taxes								
1004. County Property Taxes								
1005. Annual Assessments								
1100. Title Charges:								
1101. Settlement or Closing Fee								
1102. Abstract or Title Search								
1103. Title Examination								
1104. Title Insurance Binder								
1105. Document Preparation to Wendell Hawkins, P.A.								
1106. Notary Fees								
1107. Attorney Fees								
(includes above item numbers:								
1108. Title Insurance								
(includes above item numbers:								
1109. Lender's Coverage 0.00								
1110. Owner's Coverage 55,000.00								
1111. Endorsement Provider Fee								
1112. Courier Fee								
1113. Wire Fee								
1114. Emailed Package Fee								
1200. Government Recording and Transfer Charges:								
1201. Recording Fees: Deed 15.00 Mortgage 0.00 Releases 0.00								
1202. City/County Tax/Stamps: Deed 60.50 Mortgage 0.00								
1203. State Tax/Stamps: Deed 143.00 Mortgage 0.00								
1204. Register of Deeds								
1205. Register of Deeds								
1206. E-Record to Simplifile								
1300. Additional Settlement Charges:								
1301. Survey								
1302. Pest Inspection								
1303. 2021 Property Taxes to Anderson County Treasurer (poc \$487.91 by Seller)								
1304. 2021 Property Taxes to Anderson County Treasurer (poc \$487.91 by Seller)								
1305. Past Due HOAs to Charming Farms Homeowners Association								
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)								

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A. SETTLEMENT STATEMENT

Wendell Hawkins, P.A.

116 East Earle Street
Anderson, South Carolina 29621
(864) 332-0881 fax: (864) 332-0882

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of Settlement Statement.

Buyer: _____
Anderson Discount Housing LLC

Address

Seller: _____
John M. Hornbeck, III

Address

Seller: _____
Christina L. Hornbeck

Address

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

Settlement Agent: _____
Wendell L. Hawkins, P.A.

Date: December 16, 2021



CASHIER'S CHECK

2080616

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

Office: 0 67-801/532

DATE December 15, 2021

REMITTER TOWNES JOHNSON

PAY Fifty Five Thousand Sixty One Dollars AND 72/100

TO THE ORDER OF WENDELL L. HAWKINS P.A

\$*****55,061.72

PURPOSE PAYABLE TO ESCROW

NON NEGOTIABLE

CUSTOMER COPY

GrandSouth

BANK

12/15/2021 2.05 PM
Br 11 Tlr 1103 Seq 3
AccountXXXXXX2570
DDA Deposit \$55,061.72

Deposits may not be available for
immediate withdrawal.

Thank you for banking with
GrandSouth Bank.
We appreciate your business.

RECEIVED

Apr 22 2024

SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certified that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

A handwritten signature in black ink, appearing to read "Townes B. Johnson III", is written over a horizontal line.

Townes B. Johnson III (SC Bar# 75412)

TOWNES B. JOHNSON III, LLC

PO Box 9246

GREENVILLE, SC 29604

PH: (864) 757-4899

Attorney for Appellant

RECEIVED
Apr 22 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

The Honorable R. Lawton McIntosh, Circuit Court Judge

Civil Action No.: 2021-CP-04-00685

Anderson Discount Housing.....Appellant,

v.

John M. Hornbeck III and Christina L. Hornbeck.....Respondents,

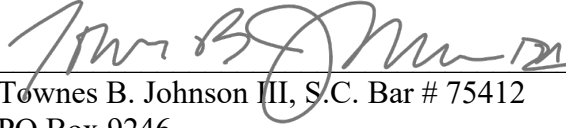
PROOF OF SERVICE

I certify that I have served the Record on Appeal on the above-named Respondents via email on April 22, 2024 addressed to counsel of record as follows.

Joshua B. Raffini
Pruitt & Pruitt
101 N. Murray Ave.
Anderson, South Carolina 29625
(864) 224-3121
Attorneys for the Respondents

(signature page to follow)

TOWNES B. JOHNSON III LLC

A handwritten signature in black ink, appearing to read 'Townes B. Johnson III', is written over a horizontal line.

Townes B. Johnson III, S.C. Bar # 75412

PO Box 9246

Greenville, S.C. 29604

(864) 757-4899

tjohnson@sc.legal

Attorneys for the Appellant

Greenville, South Carolina