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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Alison R Lee, Circuit Court Judge

Case No 05-CP-40-0749

Dutch Fork Development Group II, LLC and
Dutch Fork Realty, LLC,

Respondents,

v

SEL Properties, LLC and Stephen E Lipscomb,
Defendants, of whom Stephen E Lipscomb is the,

Appellant

RECORD ON APPEAL
Vol VI of VIII
(Pages 2461 - 2952)

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156	Steve Lipscomb Financial Statement as of December 31, 2005	3805

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700	Total Sales/Broker's Commission based on price $ 40,000.00 @ 00 %			
	Division of Commission (line 700) as follows:			
701	$ to			
702	$ to			
703	Commission paid at Settlement			
704				
800	Items Payable in Connection With Loan			
801	Loan origination Fee 00 % BB&T		2,368.00	
802	Loan Discount %			
803	Appraisal Fee to CRAINSHAW & HYDRICK		175.00	
804	Credit report to			
805	Lender's Inspection Fee			
806	Mortgage Insurance Application Fee to			
807	Assumption Fee			
808	FLOOD CERT FEE BB&T		9.00	
809				
810				
811				
812				
813				
814				
815				
900	Items Required By Lender To Be Paid In Advance			
901	Interest From to @$ /day			
902	Mortgage Insurance Premium for months to			
903	Hazard Insurance Premium for years to			
904				
905				
1000	Reserves Deposited With Lender			
1001	Hazard Insurance months @$ per month			
1002	Mortgage Insurance months @$ per month			
1003	City Property Taxes months @$ per month			
1004	County Property Taxes months @$ per month			
1005	Annual Assessments months @$ per month			
1006	Flood Insurance months @$ per month			
1007	Sanitary Tax months @$ per month			
1008	AGGREGATE ACCOUNTING ADJ months @$ per month		0 00	
1100	Title Charges			
1101	Settlement or closing fee to			
1102	Abstract or title search to			
1103	Title examination to			
1104	Title insurance binder to PERPETUAL TITLE		50.00	
1105	Document preparation to DOC PREP			75.00
1106	Notary fees to			
1107	Attorney's fees to TIM QUINN, ATTORNEY AT LAW		250 00	
	(incl. fees above item numbers: 1101-1107)			
1108	Title insurance to PERPETUAL TITLE		511 60	
	(includes above item numbers:)			
1109	Lender's coverage $ 236,800 00			
1110	Owner's coverage $ 42,000 00			
1111	ADDITIONAL 75 00 FOR OWNERS POLICY		0 00	
1112				
1113				
1200	Government Recording and Transfer Charges			
1201	Recording fees: Deed $ 10 20 ; Mortgage $ 15.20 ; Releases $ 8 10		25 40	8.10
1202	City/county tax/stamps: Deed $; Mortgage $			
1203	State tax/stamps: Deed $ 148.00 ; Mortgage $ 00			148.00
1204				
1205				
1300	Additional Settlement Charges			
1301	Survey to			
1302	Pest inspection to			
1303	RICHLAND COUNTY TAXES			374.31
1304				
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		3,389 00	605 41

I have carefully reviewed the HUD-1 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 the HUD 1 Settlement Statement

K&L CONTRACTING, LLC

SEL PROPERTIES, LLC

Borrowers Sellers

The HUD-1 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 this statement

Settlement Agent TIM QUINN, ATTORNEY AT LAW Date 07/22/04

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon conviction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

5726

TO CHECKLIST

ASSET REALTY, INC.

D MELTON

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 DATE A contract to purchase is offered this 28th day of November year 2004
by Irwin Maceo Nance AND TONI NANCE Purchaser(s)
to Pat Kirk Seller(s)

2. PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in Richland County South Carolina and being described as follows
Street ine City Irmo Zip 29063
TMS# Not Assigned Subdivision Courtyards at Rolling Creek

3 PRICE The sales price is $ ~~$295,000~~ ~~321,390~~ PK 12/11/04 ~~$311,890~~ ~~$311,500~~ 12/2/04 THREE HUNDRED FIFTEEN THOUSAND SALES PRICE to be paid as follows.

A $ $5000 Earnest money paid by [ ] cash [✓] check [ ] other held in trust by K&L Contracting LLC

B $ Additional earnest money to be deposited with prior to

C $ ~~290,000~~ ~~316,390~~ PK 12/11/04 Balance of down payment at closing is to be in the form of a cashier's check or certified funds

D $ THREE HUNDRED TEN THOUSAND Loan amount (type marked below) to be obtained by Purchaser

$310,000 $306,890 12/2/04

4. FINANCING

A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [✓] CONVENTIONAL [ ] SELLER [ ] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5. CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing costs to be paid by the Purchaser
and the Purchaser's prepaid items to be paid by the Purchaser
PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the Purchaser
[✓] To be financed Discount Points (if any) to be paid by Purchaser
If Seller pays closing costs prepaid items (PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $

6 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank.

Purchaser's Initials ( ) DATE 11/28/04 HAVE READ THIS PAGE. Seller's Initials (PK) DATE 12/1/04 HAVE READ THIS PAGE.

7 ADDITIONAL CONTINGENCIES

[✔] Complete the sale and closing of Purchaser's property located at **341 Gleneagle Circle Irmo SC 29063** It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank Purchaser or Purchaser s Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request

[ ] Complete the closing of the sale of Purchaser's property currently under contract on or before_____ _____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request

[ ] Other N/A _____

8. INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accompanied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s)

B Termite Inspection

Notwithstanding the provisions of Section 8A, [Purchaser ✔] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing.

C Heating & Air Inspection Included in warranty PK 12/1/04

Notwithstanding the provisions of Section 8A [ ] Purchaser [✔] Seller shall furnish, at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead based paint and/or lead based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time limits The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a Disclosure of Information and Acknowledgment Lead Based Paint and/or Lead Based Paint Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

Purchaser's Initials ( ) DATE 11/29/04 HAVE READ THIS PAGE. Seller's Initials (PK) DATE 12/1/04 HAVE READ THIS PAGE

9 CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services, appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller
(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first.
(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property
(D) Seller represents that the property is connected to [✔] public/community sewer system or to [ ] a septic tank and to [✔] public/community water system or to [ ] well system and [ ] is located in flood zone or [✔] is not located in flood zone
(E) Seller represents that the property [✔] is or [ ] is not subject to a mandatory association fee (i e , home owner's association/regime or otherwise) If property is subject to a mandatory fee the fee is $ N/A per N/A and the fee [✔] is or [ ] is not current. Purchaser [✔] has [ ] has not received copy of restrictions/ covenants If applicable
(F) Seller warrants that the property [ ] is or [✔] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment [ ] has or [ ] has not been paid
(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement
[✔] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of Irwin Maceo Nance & TONI NANCE and delivered to stipulated place of closing. This transaction shall be closed on or before May 1 2005

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller-owned security systems clothes-line poles curtain/drapery rods ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS

Other conditions See Addendum I Attached (REPLACES ALL ADDENDUM II B— "PROPOSED CHANGES" AND II A "SPECIFICATIONS

14 ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

15 FIRE OR CASUALTY In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

16. DEFAULT If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract In the event the contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney's fees

17 MEDIATION Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include represen tations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment, misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15-48 10 et seq. shall not apply to this contract

18. ENTIRE CONTRACT BINDING CONTRACT The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 EARNEST MONEY Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney s fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership. The earnest money so noted [ ] will [✓] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

20. SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 EXTENSION AGREEMENT **Time is of the essence** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22. BROKERAGE FEE All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23. NON-RESIDENT TAX Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12 8 580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 HOME WARRANTY COVERAGE Both parties understand that a home warranty [✓] will will not be provided at closing If applicable the warranty premium will be paid at closing by the N/A in the amount of $ N/A and provided by 2-10 Home Warranty Company and written through the Builder Broker

25 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 00 o clock P m (ET) on Dec 3 2004 unless accepted or countered by Seller in written form prior to such time

26 FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

27 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

28 **DEFINITIONS** In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays

29 **HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 **MEGAN'S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 **DISCLAIMER** **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage, roof basement, appliances heating and air conditioning systems plumbing, sewage/septic electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income, value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date 11/29/04	SSN
Witness as to Purchaser	Purchaser	Date 11/29/04	SSN
Witness as to Seller	Seller	Date 12/1/04	SSN
Witness as to Seller	Seller	Date	SSN
Listing Agent	Office	Telephone Number 803-622-2080	
Selling Agent	Office	Telephone Number 803-237-4885	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 4:30 **O CLOCK** 5:9 P.M. **(ET) ON** 12/3/04 **(DATE)**

A

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB N 2502 0265

B Type of Loan

1 [ ] FHA 2 [ ] FmHA 3 [X] Conv Unin 4 [ ] VA 5 [ ] Conv In

6 File Number: 60504701 WEB

7 Loan Number:

8 Mortgage Ins Case #:

C Not This form is furni hed to give you a statement of actual sttlement cost Amounts paid to and by the Settlement Ag nt are hown Items marked (p o c) were paid cut ide the losing they are shown here for information purpo e and are n t in luded in the totals

D Name and Addre of Borrower	E Name and Address of Seller	F Name and Addre of Lender
IRWIN MACEO NANCE and WIFE TONI NANCE	K & L CONTRACTING LLC P O BOX 11641 COLUMBIA S C 29211	SPRATT SAVINGS AND LOAN ASSOCIATION 121 SALUDA ST CHESTER S C 29706

G Property Loc tion

H Settlement Agent: BIRD LAW FIRM, P A

Place of Settlement: 1112 PRICE AVE, COLUMBIA SC 29211

I S ttlement D te: 04/07/05 DISB DATE 04/07/05

J Summary of Borrow Transaction		K Summary of Sell r Trans c ion	
100 Gro Amount Du From Borrower		400 Gro Amount Du To Selle	
101 Contr ct al price	315,000 00	401 C ntract sale price	315,000 00
102 P rsonal property		402 P rsonalproperty	
103 Settlement charges to borrower (line1400)	7,040 98	403	
104		404	
105		405	
Adju tment fo items paid by seller in advance		Adjustments for items p id by seller in advanc	
106 City/town taxe to		406 City/town tax to	
107 County taxe to		407 County taxe to	
108 Assessments to		408 Ass sments to	
109		409	
110		410	
111		411	
112		412	
120 Gro Amount Du From B rrower	322,040 98	420 Gro Amount Du To Seller	315,000 00
200 Amount Pa d By or in Behalf of Borrower		500 R du tion in Amount Du To Sell	
201 Depo it o earne t money	5,000 00	501 Exc s dspo it (ee instructions)	5,000 00
202 P in ipal amount of new loan(s)	280,000 00	502 S ttlement charg to eller (line 1400)	20,220 50
203 Exi ting loan( ) taken subject t		503 Existing loan t ken ubj t to	
204		504 P yoff of fir t mortg ge loan	224,970 61
205		505 Payoff of second mortg g loan	
206		506	
207		507 RICHLAND COUNTY ROD (2004 R	307 89
208		508	
209		509	
Adju tment fo items unpaid by ell r		Adju tments for items unpaid by lle	
210 C ty/town taxe to		510 City/town tax to	
211 County ax 1/1/05 to 04/07/05	71 15	511 County tax 1/1/05 04/07/05	71 15
212 As sment to		512 As sment to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrow r	285,071 15	520 Total Reduction Amount Due Selle	250,570 15
300 Cash At Settlement F om/To Borrower		600 C sh At Settlement To/From Selle	
301 G o Amoun du from Borrow r (lin 120)	322,040 98	601 Gro amount du to Sell (line 420)	315,000 00
302 L amt paid by/for borrow (line 220)	(285,071 15)	602 Le redu tion in amt due ller(ln 520)	(250,570 15)
303 C h [X] F om [ ] To Bo rower	36,969 83	603 C sh [X] To [ ] From Seller	64,429 85

REPORTER TAX ID # 56-2204217 PHONE (803) 771-7888

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

K & L CONTRACTING, LLC TAX ID # 57-1131149

Previou Edition is Obsol t

HUD 1 (3 86)
RESPA HB 4305 2

			Paid From Borrower Funds at Settlement	Paid From Seller Funds at Settlement
	ant Charge			
	al Sale /Broke Commi ion ba ed on pri e $ 315,000 00 @ 6 00 %			
	iv sion of commi ion (line 700) a follows			
	$ 9,450 00	to ASSET REALTY, INC		
J2	$ 9,450 00	to DUTCH FORK REALTY		
703	Commis ion paid t settl ment			18,900 00
704				
800	Items Payabl in Connection With Loan			
801	Loan o iginati n Fee 29 %	SPRATT S & L	2,800 00	
802	Loan Discount %			
803	App i l F e	to HUIET APPRAISAL COMPANY	325 00	
804	Credit report	to OLD REPUBLIC CREDIT	18 00	
805	Lender s Inspe ti n Fee			
806	Mortgage Insurance Appli ation Fee to			
807	Assumption F e			
808	LSI FLOOD SERVICES (LOL FLOOD CERT)		10 00	
809	LSI FLOOD SERVICES (FLOOD ZONE DETERM)		6 00	
810	SPRATT S & L (COURIER FEE)		15 00	
811				
812				
813				
814				
815				
900	Items Required By Lende To Be Paid In Advance			
901	Inte est from 04/07/05 to 5/1/05 @$ 45 0684 /day		1,081 64	
902	Mortgage Insuran e Premium for	months to		
903	Ha ard Insuran e Premium for 1	years to STATE FARM IN	686 00	
904				
905				
1000	Re rv s Depo ited With Lender			
1001	Haz rd Insurance 3	months @$ 60 67 per month	182 01	
1002	Mortgage Insuran 2	months @$ 95 67 per month	191 34	
1003	City Property Taxe	month @$ per month		
004	County Property Tax 7	month @$ 8 33 per month	58 31	
1005	Annu l As e sments	month @$ per month		
1006	Flood Insurance	months @$ per month		
1007	Sanitary Tax	months @$ per month		
1008	AGGREGATE ACCOUNTING ADJ	months @$ per month	33 32	
1100	Title Charg s			
1101	Settlement or clo ing fee	to BIRD LAW FIRM, P A	300 00	
1102	Abstract or titl search	to F THOMAS ABSTRACT, INC	150 00	
1103	Title examination	t		
1 4	Titl in urance binder	to BOUNDARY TITLE AGENCY	50 00	
1105	Document preparation	to BIRD LAW FIRM, P A		125 00
106	Not ry fee	to		
107	Att rney s fee	to		
	(in ludes above item number	1101 1107)		
1108	Ti le insuran e	to BOUNDARY TITLE AGENCY	590 00	
	(include above item number	)		
1109	Lender cove g	$ 280,000 00		
1110	Owne s cover ge	$		
1111				
1112				
1113				
1200	Go rnment R ording and Transfer Charge			
1201	Recording fee De d $ 20 00	;M rtgage $ 16 00 ;Rele se $ 5 00	36 00	5 00
1202	City/county tax/stamps: Deed $	;Mortg g $		
1203	State tax/ tamp Deed $ 1165 50	;Mortgage $ 00		1,165 50
1204				
1205				
1300	Additional S ttlement Charges			
1301	Surv y to COX AND DINKINS		300 00	
1302	P t inspection to			
1303	BIRD LAW FIRM (COURIER FEE)		25 00	25 00
1304	OWEN WILSON & ASSOCIATES (HOME INSPECT)		250 00	
1305				
1400	Tot l Settlement Charge (enter on line 103, Section J and 502, Section K)		7,040 98	20,220 50

I have ca efully reviewed the HUD 1 Settlemen S atement and to the be t of my knowledge and beli f it i a tru and curate t tement of all receipts and disbur ement mad on my account or by me in this trans ction I further ertify that I h ve o ved copy of th HUD 1 S ttlement Statement

IRWIN MACEO NANCE

Bo row r TONI NANCE

K & L CONTRACTING LLC

By: Larry C. Cook

Seller

The HUD 1 Settlement Statement which I have prepared i a true and ccurate account of thi transa tion I h ve c u d o will au e th funds to be di bursed n ccordance with thi tatement

Settlement Agent BIRD LAW FIRM P A

04/07/05

Date

WARNING It is a crime to knowingly mak f l e statem nt to the United States on this or any other similar f rm Penalti s upon onvi t on an includ fine or impri onment Fo d tails see Title 18 U S Code Section 1001 and Section 1010

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576-2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0402258	05/14/2004	$ 137720 00	$	

LOCATION Richland County SC
TMS# 04-02
USEZONE RS LD FLOODZONE No
MOBILEDECAL
MOBILEMODEL

SUBDIVISION COURTYARDS @ ROLLING CREEK
LOT 12
UTILITIES
Electn
Sewer
Gas

OWNER K and L Contracting Llc ()
APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTIONOFWORK
NEW HOME

NATUREOFWORK
New Construction

REPORTCODE
101 New Res Single family houses attached or detached

OCCUPANCYTYPE
BR

CONSTRUCTIONTYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUAREFOOTAGE	1261 Sq Ft.

SINGLEFAMILYONLY

#BATHROOMS	0
#BEDROOMS	0
TOTALROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 05/14/2004

WEBADDRESS http //BuildingDepartment com/projects
PERMITNUMBER 0402258
PERMITPIN 253026

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

printed July 17 2007

A

SETTLEMENT STAT MENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case #
1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	2004170 TGQ		

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 (p o c) were paid outside the closing they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES, LLC PO BOX 11641 COLUMBIA SC 29211	FIRST CITIZENS BANK 1225 LADY STREET COLUMBIA, SC 29202

G Property Location	H Settlement Agent	
LOT 12 ROLLING CREEK / TMS#02607-07-12	TIM QUINN, ATTORNEY AT LAW	
	Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	I Settlement Date 07/20/04 DISB DATE 07/20/04

J Summary of Borrower s Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	40,000 00	401 Contract sales price	40,000 00
102 Personal property		402 Personalproperty	
103 Settlement charges to borrower (line1400)	2,992.40	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	42,992 40	420 Gross Amount Due To Seller	40,000 00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Excess deposit (see instructions)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	625 41
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 188000 00 CONST LOAN	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	42,846 35	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508 NBSC	32,000 00
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/04 to 07/20/04	146 05	511 County taxes 1/1/04 to 07/20/04	146 05
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	42,992 40	520 Total Reduction Amount Due Seller	32,771 46
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	42,992 40	601 Gross amount due to Seller (line 420)	40,000 00
302 Less amt paid by/for borrower(line 220)	(42,992 40)	602 Less reduction in amt due seller(ln 520)	(32,771 46)
303 Cash ☒ From ☐ To Borrower	0 00	603 Cash ☒ To ☐ From Seller	7,228 54

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA HB 4305 2

			Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
700	Total Sales/Broker s Commission based on price $ 40,000 00 @ 00 %			
	Division of commission (line 700) as follows			
701	$	to		
702	$	to		
703	Commission paid at settlement			
704				
800	Items Payable in Connection With Loan			
801	Loan origination Fee .00 %	FIRST CITIZENS BANK	1,880 00	
802	Loan Discount %			
803	Appraisal Fee	to APPRAISAL	300 00	
804	Credit report	to		
805	Lender s Inspection Fee			
806	Mortgage Insurance Application Fee to			
807	Assumption Fee			
808	FLOOD CERT FEE TO FIRST CITIZENS BANK		8 00	
809				
810				
811				
812				
813				
814				
815				
900	Items Required By Lender To Be Paid In Advance			
901	Interest from to	@$ /day		
902	Mortgage Insurance Premium for	months to		
903	Hazard Insurance Premium for	years to		
904				
905				
1000	Reserves Deposited With Lender			
1001	Hazard Insurance	months @$ per month		
1002	Mortgage Insurance	months @$ per month		
1003	City Property Taxes	months @$ per month		
1004	County Property Taxes	months @$ per month		
1005	Annual Assessments	months @$ per month		
1006	Flood Insurance	months @$ per month		
1007	Sanitary Tax	months @$ per month		
1008	AGGREGATE ACCOUNTING ADJ	months @$ per month	0 00	
1100	Title Charges			
1101	Settlement or closing fee	to		
1102	Abstract or title search	to PERPETUAL TITLE	50.00	
1103	Title examination	to		
1104	Title insurance binder	to PERPETUAL TITLE	50 00	
1105	Document preparation	to DOC PREP		75 00
1106	Notary fees	to		
1107	Attorney s fees	to TIM QUINN, ATTORNEY AT LAW	250 00	
	(includes above item numbers	1101-1107)		
1108	Title insurance	to PERPETUAL TITLE	429 00	
	(includes above item numbers	)		
1109	Lender s coverage	$ 188,000 00		
1110	Owner s coverage	$ 40,000.00		
1111	ADDITIONAL 75 00 FOR OWNERS POLICY		0 00	
1112				
1113				
1200	Government Recording and Transfer Charges			
1201	Recording fees Deed $ 10 20	,Mortgage $ 15 20 ,Releases $ 8 10	25 40	8 10
1202	City/county tax/stamps Deed $	,Mortgage $		
1203	State tax/stamps Deed $ 148 00	,Mortgage $ 00		148 00
1204				
1205				
1300	Additional Settlement Charges			
1301	Survey to			
1302	Pest inspection to			
1303	RICHLAND COUNTY TREASURER			394 31
1304				
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		2,992 40	625 41

I have carefully reviewed the HUD 1 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 the HUD-1 Settlement Statement

K&I CONTRACTING LLC

SCL PROPERTIES LLC

Borrowers

Sellers

The HUD 1 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 this statement

Settlement Agent TIM QUINN ATTORNEY AT LAW

07/20/04
Date

WARNING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon conviction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

CALDWELL BANKER
UNITED REALTORS®

NEW CONSTRUCTION CONTRACT OF SALE

Columbia Association of REALTORS® Rev 1/05.) This form is available for use by the entire real estate industry. The use of the word as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and standards of practice.

Seller and Builder/Seller acknowledge that a S.C. Real Estate Contemplation Agency Disclosure has been executed by the Buyer and by the Seller prior to the presentation and signing of this written confirmation to the agreed upon agency status.

CONTRACT made this 19 day of July, 2004 between Purchaser(s) and Builder/Seller(s).

Buyer agrees to buy and Builder/Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon located in Richland County, South Carolina and being described as follows:

Lot 12 Block ___ Subdivision Courtyards at Polo Road

Sales Price $255,690 REV 7/23/04 to be paid as follows:

Earnest Money paid by [ ] cash [X] check [ ] other

Held in trust by CBU, R

Balance of down payment at closing

Loan amount (type marked below) to be obtained by Purchaser

___ (see addendum for FHA/VA) CONVENTIONAL ✓ SELLER ___ FIXED ___ ADJUSTABLE ✓

___ OTHER TERMS ___

Loan obtained: closing costs to be paid by the Purchaser; prepaid items by the Purchaser [ ] To be financed

VA or FMHA Funding Fee to be paid by the N/A

Points (if any) to be paid by N/A If Builder/Seller pays closing costs, prepaid items (PMI, FHA or FMHA funding fee) and/or discount points on behalf of Purchaser, Builder/Seller will pay allowable and customary costs of Purchaser not to exceed $ ___

Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Builder/Seller within ___ days from the date of acceptance confirmation from Lender that application has been made, funds advanced for credit and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this Contract. Purchaser further grants permission to Lender to disclose pertinent information concerning the Purchaser's loan to the listing or selling broker(s) or agent(s). If loan is rejected by initial Lender, Builder/Seller at his option may void contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be refunded to the Purchaser when earnest money has cleared the bank. Loan approval to be obtained by ___ (date) and construction to begin after loan approval.

The sale and closing of Purchaser's property located at ___

is contingent upon the sale and closing of Purchaser's property located at ___

It is understood that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property, in accordance with this agreement, remains in effect. Should Builder/Seller be presented with a subsequent contract and if accepted, this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded. Purchaser or agent will be notified of this contract being voided as soon as possible. In order for Purchaser's contingency to be removed, Purchaser must deliver to Builder/Seller or his agent in writing that any financing required under this contract will be granted without [illegible] of the afore mentioned property. Upon the Purchaser's acceptance of this contract clear of contingencies other than financing, the Builder/Seller agrees to remove his property from the market. This will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

Should the closing of Purchaser's property located at ___

on or before ___ 19___ which is under contract. Any documentation will be furnished upon request concerning Purchaser's property.

Other attachments or contingencies made part of this agreement: Home warranty, appliances at Normal Fla sales, [illegible]

4706

Purchaser's initials (PC PP) 7/19/04 HAVE READ THIS PAGE Builder/Seller's initials (PK) 7/23/04 HAVE READ THIS PAGE.

07/22/2004 22 18 8037869588 LIPSCOMBHOLDINGS

FROM-Coldwell Banker Harbison 803 732 2757 T-164 P 003/008 F-467

Buyers and Builder/Seller to approve plans and specifications by 6/21/04 date
Home to be completed in a workmanlike manner according to the building codes of Richland county
_____ city and in accordance with the approved plans and specifications
Property may be subject to restrictive covenants or subject to the jurisdiction of a homeowners association which may impose assessments. The Purchaser acknowledges that the document pertaining to such restrictions or associa tions have been made available to him (her) and that he (she) have read understand and accept same Association fee $75.00 shall be due monthly
Builder/Seller represents that the property is connected to [X] public/community sewer system or to [ ] a septic tank and to [X] public/community water system or to [ ] well system [ ] located in flood zone [ ] not located in flood zone

INSULATION CLAUSE (To be filled out by Builder/Seller)
Exterior walls be insulated to a thickness of _____ inches which according to the manufacturer will yield an R value of 13 (b) Ceilings above all heated areas will be insulated to a thickness of _____ inches according to the manufacturer will yield an R value of 30 Flora R 19

FIXTURES ALLOWANCES This sale and the purchase price includes all improvements fixtures and appurtenances Any allowances will be paid [redacted] Purchaser at time of selection Purchaser shall be notified 24 hrs prior to closing of additional charges if needed for overages [redacted] not already paid by Purchaser
Carpet $18 per yard installed including pad
Floor covering _____ $ _____ per yard installed
Light fixtures 2,000 (excluding installation cost but installation cost is included in sales price)
Wallpaper _____ per single roll (excluding installation cost but installation cost is included in sales price)
for _____ rooms
(c) Kitchen Appliances $1,700 plus all plumbing fixtures
Other Landscaping $1,500 Kitchen Sink $400

COST OF CONSTRUCTION Builder/Seller shall provide and pay for all labor materials equipment tools clean-up transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connec tion with or related to the construction of the House Builder/Seller shall pay all costs and other expenses of any nature whatsoever for Builder/Seller's construction financing of the House including real estate commissions or fees if applicable

CHANGE ORDERS The Purchaser without invalidating this offer may order changes in the construction of the House in the general scope of the Plans and Specifications consisting of additions deletions or other revisions and the base price and closing date shall be adjusted accordingly All such changes shall be made only by a change order which shall be in writing and signed by both Purchaser and Builder/Seller

WARRANTIES LIMITED WARRANTY OF CONSTRUCTION Unless otherwise provided for herein Builder/Seller warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House whichever comes first Builder/Seller will make all necessary repairs and corrections to the House either interior or exterior, structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non conformity of construction to the Plans and Specifications At Builder/Seller's sole option Builder/Seller may either (1) make such repairs or corrections (2) replace any faulty or non-conforming item or condition or (3) pay to Purchaser the reasonable cost of such repair correction or replacement This limited warranty (1) is for the benefit of Purchaser only and may not be assigned nor shall it inure to the benefit of any other person or entity (2) shall survive closing and the delivery of the deed and (3) is in lieu of all other warranties oral or written express or implied except such other express written warranties as Builder/Seller may provide to Purchaser and the warranties described below

WARRANTIES OF COMPONENTS. Builder/Seller shall assign and deliver to Purchaser at closing all guarantees and warranties of all components comprising the House to the extent the same are assignable Purchaser shall be responsible for compliance with all applicable warranty procedures set forth herein

PROTECTION PLAN [redacted] All parties understand that a third party Home Protection Plan [X] will be issued at closing [redacted] warranty premium will be paid at closing by the Seller
in the amount of $_____

Seller(s) agree to convey by marketable title and to have prepared a proper statutory warranty deed free of liens except as herein stated All statutory deed recording and transfer fees shall be the responsibility of Builder/
The deed shall be prepared in the name GARY L & EARLENE K PARKS and
said to stipulated place of closing and transaction closed on or before NOVEMBER 12, 2004
Buyer(s) must have CASH, CASHIER'S CHECK or CERTIFIED FUNDS when closing this transaction

All water sewer charges fuel oil electricity rents as when collected, and other assessments, including homeowners association fees shall be adjusted as of the date of closing Tax prorations pursuant to this Contract are to be based on the most recent information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract Any increase or decrease of taxes shall be subject to an adjustment by the Purchaser and/or Builder/Seller when the current year's taxes are determined.

Builder/Seller will give possession of the herein described property to the Purchaser after the title to this property has been delivered to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition. Builder/Seller allows Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing The intention is to ascertain that the property conforms to the terms of this contract.

Purchaser or Purchaser's Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction can be dangerous and that hazards may exist which are not observable Such entry shall be solely at their own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to persons or property arising out of or in connection with such entry by Purchaser or any other person accompanying Purchaser or entering at his direction Purchaser shall defend and hold Builder/Seller harmless from and against any injury loss or expense to persons or property arising out of such entry Purchaser may not interfere stop alter direct or influence the subcontractors materialmen vendors or similar workers while on the job site Third party inspections shall not be imposed upon the Builder/Seller Buyers rights under this paragraph shall not release Builder/Seller from any of Builder/Seller's obligations for the construction of the House in accordance with the Plans and Specifications and this offer

If this property is destroyed or damaged by fire or other casualty prior to delivery of deed Purchaser or Builder/Seller shall have the right to terminate this Contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither party or Builder/Seller elects to terminate the Contract the parties shall proceed thereunder

4707

Buyer's Initials GP 7/13/04 HAVE READ THIS PAGE Builder/Seller's Initials PK 7/23/04 HAVE READ THIS PAGE

07/22/2004 22 18 8037869568 LIPSCOMB-HOLDINES

...ser shall default under this Contract the Builder/Seller ...
...e or rescinding ... prevent the Contract is rescinded one half of the earnest money shall then be paid ...
...B ... to exceed ... each Broker and the remaining balance of earnest money shall be paid to ...
...ller Upon default by ... the Purchaser shall have the option of suing for damages or specific ...
...c rescinding this Contract Upon default by the Builder/Seller if the Purchaser elects to rescind this Contract he ...
...S ... sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred ...
...(but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions ...
Contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s ...

...ute or claim arising out of or relating to this Agreement the breach of this Agreement or the services provided in ...
...to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute ...
...tion System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the ...
...er(s) Builder/Seller(s) or any real estate broker or other person or entity in connection with the sale purchase ...
...ing condition or other aspect of the property to which this Agreement pertains including without limitation allegations ...
of concealment, misrepresentation, negligence and/or fraud Any agreement signed by the parties pursuant to the mediation ...
...ence shall be binding

...ute not resolved by mediation in connection with the sale of the property or improvements or arising out of the deed ...
...vered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each ...
...shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act

...agree that this written Contract expresses the entire agreement between the parties and that there is no other ...
...ons or otherwise modifying the terms hereunder and that the Contract shall be binding on both parties their ...
...heirs personal representatives successors and assigns as state law permits

...does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited ...
...escrow account upon acceptance by both parties of Contract In the event of any action wherein Broker is made a ...
...acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action ...
...of interpleader and Broker is made a party Broker shall still be entitled to recover reasonable Attorney's fees and court ...
...same to be charged and assessed against the Purchaser(s) or Builder/Seller(s) or both as the court may decide

Carolina Real Estate Practices Act allows the broker holding the earnest money to deposit it into an interest bearing ...
...provided all parties to the transaction are informed and agree to this. The earnest money so noted ___✓___ will ...
... will not be ... interest bearing account with the interest accruing to the benefit to the broker

... selling Broker(s) ... recommend that Purchaser have a survey of the subject property made ...
... and an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance ...
...including that required by the lender effective with the time of closing Buyer & Seller

...received, signed and fully executed ... approved but not closed within the stipulated time limit of this Contract, then both parties agree to extend said ...
... or a period not to exceed 10 days from original closing date If contract is not closed after this period due to fault ...
Builder/Seller (other than acts of God war and strikes) the Builder/Seller will be assessed $ 200 per day ...
...benefit of the Purchaser

Seller agrees to pay all real estate brokerage fees as specified in listing or Brokerage Fee Agreement at time of ...
...Brokerage Fee is earned upon the acceptance of this offer but subject to any contingencies specified herein

...offer from Purchaser shall be withdrawn at 12 o clock P m on 7/21 ...
...2004 unless accepted by Builder/Seller in written form prior to such time

...Purchaser and Builder/Seller agree that receipt of a signed contract by telecopy (FAX) will be the same as receipt of an original signed contract.

...agree acknowledge that the Listing and Cooperating Broker(s) and their Agent(s) (1) Give no guaranty or warranty ... and, express or implied as to the physical condition of the property or as to condition of or existence of ... services or systems, thereto included but not limited to termite damage roof basement, appliances, ... and air conditioning systems plumbing sewage, electric systems and to the structure (2) Give no warranty ... or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements ... are any implied warranty hereby disclaimed, (3) Give no warranty as to title (4) Give no guaranty on warranty ... concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be ... to by current survey of the property and (c) the accuracy of the published square footage of the property (5) Give ... warranty that the property being purchased is in compliance with all zoning ordinances and restrictions and that it ... responsibility of the Buyer to verify that the property and any uses for which the Buyer intends the property is in ... compliance with all zoning ordinances and restrictions (6) Purchaser acknowledges that Seller and Seller's Agents have ... made any oral or written commitments to Purchaser regarding (a) projected income or economic benefit for ... Purchaser from rentals (b) rental arrangements except that Purchaser may rent the unit if Purchaser so desires or (c) ... economic benefit ...

... Page 4 of 5 ... Addendum ... are made a part of this ...
... DP 7/19/04 ... 7/23/04

... Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller ... of this Contract Signatures below signify acceptance of all terms and conditions stated herein

	July 19, 2004			
	Date	Purchaser		SSN
	July 19, 2004			
	Date	Purchaser		SSN
	7/23/04			4708
	Date	Builder/Seller		SSN
	Date	Builder/Seller		SSN

... Mellon ... 749- ... 2222-2080
Listing Agent Telephone Number

... at 12 o clock P m. on 7/23 ... 2004

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ADDENDUM TO CONTRACT OF SALE

-4-

made this 19th day of July, 2004 between

L & Darlene K Parks Purchaser

L & L Contracting, LLC Seller

Contract of Sale dated 7/19/04 for property located

being address 104 Hanover Branch Lane, Lot 12

The additions are as follows 12" Hardi Shake & board on
gables
to be dryvitted & painted. Garage door opener &
openers are included. Also, use existing in garage
1 in pool & open grid area - same
size on Lot 17 (Dudley home)
to match Purchasers selected gate
fence accents & border around windows (no shutters)
FP with gas logs included (location to be made)
counter lights in kitchen Upper cabinets - 42"
colors from color included (to be selected)

Purchaser

Darlene K Parks
Purchaser

Seller

Seller

1 Bedroom per plan PK 7/23/04
DLS 7/23/04

4709

07/22/2004 22 18 8037869588 LIPSCOMBHULLINGS

ADDENDUM TO CONTRACT OF SALE

— 5 —

made this 19 day of Jan 2004 between

& Carlene K Parks Purchaser

& L Contracting, LLC Seller

Contract of Sale dated 7/19/2004 for property located

g address 104 Hammer Branch Lane, lot 12

or additions are as follows 9. Hammer switches in

room, garage, recessed lighting also, over

Title

to the sprinkler system, brick wall, walkways/

, mailbox, exhaust

Beba (front & back) & Bevier electrical outlets

led.

for TV, built in TV area over FP

in kitchen

ager down from 3rd bath to save storage

space/plans for home going on lot 12

for home on lot 12

Alba also garden & back wall

from break-up for kitchen

closet or cabinet over compactor

Purchaser

Harry L.

Carlene K Parks

Purchaser

Seller

Seller

4710

07/22/2004 12 18 8037869588 LIPSCOMBHOLDINGS

11/18/04 4:25 PM OMB No. 2502-0265

A. U.S. Department of Housing and Urban Development	B. Type of Loan	
	1. [ ] FHA 2. [ ] FMHA 3. [X] Conv. Uns.	
	4. [ ] VA 5. [ ] Conv. Ins.	
	6. File Number: 25250	7. Loan Number:
Settlement Statement	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 agents 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. Name of Borrower: Garry L. Parks; Earlene K. Parks

E. Name of Seller: K & L Contracting LLC — TIN:

F. Name of Lender: ABN AMRO Mortgage Group, Inc. P.O. Box 57068 Irvine CA 92619

G. Property Location: Lot 12 The Courtyards at Rolling Creek; 104 Summer Branch Lane Irmo SC 29063

H. Settlement Agent: Law Office of W. Jones Andrews, Jr. (803) 256-1200 — TIN: 01-0832045
Place of Settlement: 900 Elmwood Ave. Suite 102 Columbia SC 29201

I. Settlement Date: 11/12/2004 — Proration Date: 11/12/2004

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower		400. Gross amount due to seller	
101. Contract sales price	255,690.00	401. Contract sales price	255,690.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	4,314.37	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes		406. City/town taxes	
107. County taxes 11/12/2004 to 1/1/2005	36.58	407. County taxes 11/12/2004 to 1/1/2005	36.58
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower	260,040.95	420. Gross amount due to seller	255,726.58
200. Amounts paid by/for borrower		**500. Reductions in amount due to seller**	
201. Deposit or earnest money	3,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	204,550.00	502. Settlement charges to seller (line 1400)	16,681.33
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan #550063 915272	181,814.11
205.		505. Payoff of second mortgage loan	
206. Credit for Columns and Closet Door	350.00	506. Credit for Columns and Closet Door	350.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower	207,900.00	520. Total reduction in amount due seller	198,845.44
300. Cash at settlement from/to borrower		**600. Cash at settlement to/from seller**	
301. Gross amount due from borrower (line 120)	260,040.95	601. Gross amount due to seller (line 420)	255,726.58
302. Less amount paid by/for borrower (line 220)	207,900.00	602. Less total reduction in amount due seller (line 520)	198,845.44
303. CASH (X) FROM ( ) TO BORROWER	52,140.95	603. CASH ( ) FROM (X) TO SELLER	56,881.14

SUBSTITUTE FORM 1099 SELLER STATEMENT. The information contained in Blocks E, G, H, and I and in lines 401 (or if line 401 is asked for) 403 and 404; 406; 407; and 408-412 (applicable part of buyer's real estate tax portion) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS. If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252, and/or Schedule D (Form 1040).

You are required by law to provide Law Office of W. Jones Andrews, Jr. (803) 256-1200 with your correct taxpayer identification number. If you do not provide Law Office of W. Jones Andrews, Jr. (803) 256-1200 with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

K & L Contracting LLC

Garry L. Parks

Earlene K. Parks

4693

L. Settlement Charges			File Number: 25250	
700	Total Sales/Broker commission based on $255,650.00 @ 8.0000%		$ 5,341.0	
	Division of Commission (line 700)	to	we	
701	$3,670.70	to	Dutch Fork Development	
702	$3,670.70	to	Coldwell Banker United Realtor	
703.	Commission paid at Settlement $10,341.40			$ 3.0
704	$3,000.00 earnest money retained by S ling Brok POC.			
800	Items payable in connection with loa			
801	Loa origina ion fe			
802	Loa discou t			
803	App tsal f e	to	Unisource M rtgage POCB 300.00	75.00
804	C dit report	to	Unisource Mortgag POCB 17.00	
05	Lender's inspectio			
806	Mortgage ins nce pplicat f			
807	A mptio f			
808	T Service Fe			
809	Commitmen Fee	to	Unisource Mortgag	25.00
810	Exp s/Courier F			
81	lood C rtificaion			
812	Lender Admi Fee	to	ABN AMRO Mortgag Group I	378.00
813				
814	Deferred Pr mium paid by ABN AM to		Unisource Mortgage POCL 2301 9	
900	Items Tedul ed by lender to be paid i		ti ancill	
0	nt est om 11/16/2004 t	12/1/2004	$26.2800/day fo 15 days	394.20
902	Mortgage Insuranc p mium f			
903.	H ard Insu ance premi m for	1 yr	to USAA	1,070.33
904				
905				
1000	Reserves deposited with lende			
1001	H ard Insu ce	3 mo @ $89.2000 pe mo		267.60
1002	Mortgage sur nc			
003	City pr perty ta es			
004	County property ta	2 mo.@ $181.2600 p mo		362.58
1005	A ual sse sm nt (ma 1)			
1006				
007				
008.				
009	Agg egat Adju tment	ABN AMRO Mortgage Group nc		(89.22)
1100	Title Charge			
1101	S ttlemen or clos g fee			
102.	Ab tract or ti rch to J Andr			
1 03.	Titl examin tion or J And ew	he Georgakil C mpany		150.00
1104	Title I surance binder			
1105.	Document preparation	L w Offic f W Jones Andrews,		100.00
1106	N tary fee			
1107	Attorney f to	L w Office f W Jones Andrews Jr		350.00
	include bove em			
1108.	Title Insurance t	The Georgakil Compa y		832.60
	include ba item na			
1109.	Lender overage	$204,650.00	$558.75	
11 0.	Owner cover g	$255,650.00	$273.95	
1111	Copies and Postage	to The Georgakis Company		20.00
1112.	Courier Fee	to Th Georgakil Company		20.00
1113.	Express Packag t	The G orgakis Company		20.00
1	Exp P y fi	to T Georg kis C mpany		20.00
1116	Wiring Fe	t T Georgakis Company		12.00
1116				
1200	Governme recording and transfer charg			
1201	Recording fe	Deed $10.00 Mortgag $19.00		29.00
202.	C ty county ci amps			
203	ta w mp	Deed $947.20		947.20
1204	Record Plat			
1205	Record As ignmen			
1206	Clocked Copies	t R hl nd Co ty		0.00
1207	ecord & R facto F	t he G orgakis Comp ny		5.00
1300	Additional Settlement Ch rges			
301	Survey			
1302	Pest Inspe tion			
1303	HVAC Inspection			
1304	2004 T TMS#02607-07 2	to R hland County T asu er		267.73
305				
1400	Tot l ttlem nt charges (ent r on l 103 section J and 502 se tion K)			4,314.37

CERTIFICATION: have carefully reviewed the HUD Settlement Statemen th bes f my knowledge nd belie he ue and accu ta me t re nd ll settlements ser vice on my account with this ansac on. further cert y t all ve rece ed a copy of UD Settlement Statement

Gary L. Parks

Darlene K. Parks

K & L Contracting LLC By: Larry C. Cook - Agent

Darlene K. arks

T the be of my nowledge th UD Settlemen St men which ave prepa ed true and ccur account of he funds which wer eceived and have been or will b disbursed by he nde igned art of the se tlement of this ansaction

Off of W. Jones Andrews, Jr.

Da 11-12-04

SELLER'S AND/OR PURCHASE S S TATEMENT Seller nd Purcha er signatur hereon ec nowledg his/their ap rova prov ions nd gnitips the unders ing ng statemen were be sed on losses or the pre ceding ye or estimates for the current year nd in the even my change or the curren year all ec se djustm nt must be made between Sel and urcha er likewise ny defic in distinguishe le will be reimburs d to Title Company by the Selle Title Company as E crow Agent and has been authorized to deposit all funds receive thir preac ithe al the but wh her ffi ted or not S ch financ institu may provid title Company earnsu er accoun ing audit produce acility or he ugh separate ity which ad ual title Compa ma ch rg th fir dial insti on re ipts nd pro er compensation therefor and in my prof therefrom Any ove ny any involved en sc on ity be or checkwriting and input the computers but for ster said accou ing nd aud serv ce Ti Company sh not be able or ny interest or other charges on the amounts ney and hall be under no duty to invest or reinvest funds held by it at any time Sellers nd Pu ser her by acknowledge and conse to the deposit the scrow money ffiliated institution with which Title Com any ha or may have other banking lonship and further consent to th emon by Ti Company nd/or Affi d of ny and benefits (including advan egeou interes to an loans) to Company nd/or it Affiliate may receiv fro such financi institutions by reason of that ansactio nce of old escrow account

The parties have the obligation to reconcile the th items and/or m tters prior to me and recog Tit Com any giving the me Purchasers/Borrowers Sellers

Gary L. Parks

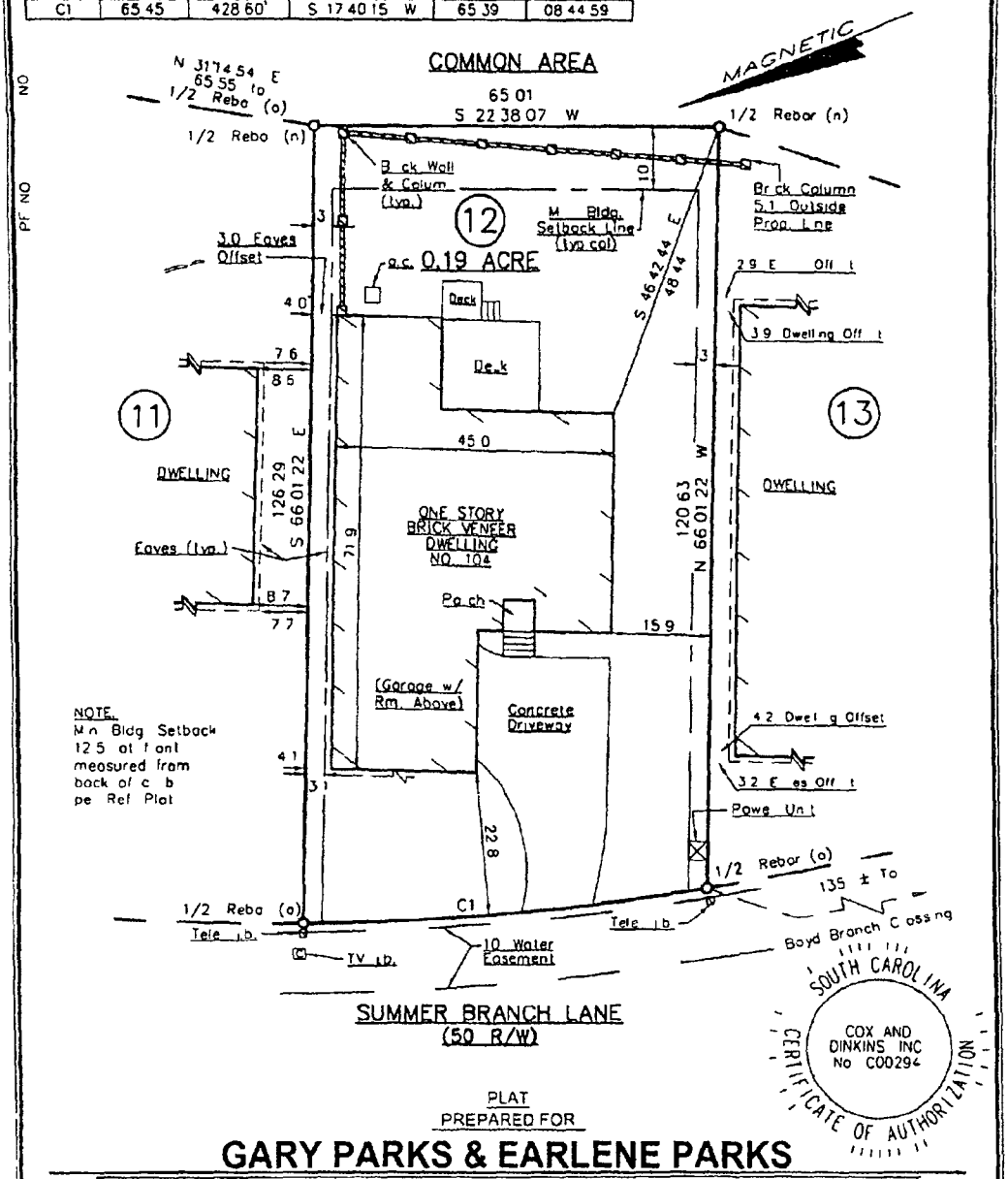
Darlene K. Parks

K & L Contracting LLC By: Larry C. Cook - Agent

WARNING It is crime knowingly m ke fal ts em nts in the U it d Sta es or ion thi or any other similar form on Sti pu ishable convicti Includ an imprisonmen or at he se Title B Code section 00 nd Section

4694

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	DELTA
C1	65.45	428.60'	S 17 40 15 W	65.39	08 44 59



PLAT
PREPARED FOR

GARY PARKS & EARLENE PARKS

RICHLAND COUNTY NEAR WHITE ROCK S.C.

THE SAME BEING DESIGNATED AS LOT NO. 12 ON REVISED BONDED PLAT OF THE COURTYARDS AT ROLLING CREEK PHASE I BY ASSOCIATED E & S, INC. DATED JUNE 20, 2002 REVISED MAY 27, 2004 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 973 PAGE 2813.

4700

NOVEMBER 15, 2004

1 = 20

0 10 20 40

COX AND DINKINS
ENGINEERS SURVEYORS

COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SOUTH CAROLINA 29205
803 254-0518 Fax 803 765-0993
Email at c@coxanddinkins.com

I, the undersigned, state that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standard Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than as shown.

PROF. LAND SURVEYOR NO. 13517
J. DON RAWLS, JR.

BOOK P70-53-54	CHK 12	TMS 2607-7-12	SF NO. 310	NO. 20	PROJ 4wp70-53.dwg	BY 1

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0401891	04/22/2004	$ 136290 00	$	

NAME & ADDRESS INFO

LOCATION
Richland County, SC

SUBDIVISION COURTYARD@ROLLING CREEK

LOT 13

TMS# 07 13

UTILITIES
Electn
Sewer
Gas

USEZONE RS LD FLOODZONE No

MOBILE DECAL

MOBILE MODEL

OWNER K and L Contracting Llc (803 786 9584)

APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOME

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single-family houses attached or detached

OCCUPANCY TYPE
R

CONSTRUCTION TYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	1
SQUARE FOOTAGE	1261 Sq Ft

SINGLE FAMILY ONLY

#BATHROOMS	0
#BEDROOMS	0
TOTAL ROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent _____ Date _____

Approved By _____ Date 04/22/2004

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http //BuildingDepartment.com/projects	0401891	251949

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

printed July 17 2007

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case #
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unins 4 [ ] VA 5 [ ] Conv Ins	2004110 TGQ		

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 (p o c) were paid outside the closing they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Addre s of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211 CRC	SECURITY FEDERAL BANK 1705 WHISKEY ROAD AIKEN, SC 29802

G Property Location	H Settlement Agent	
LOT 13 ROLLING CREEK 102 SUMMER BRANCH LANE TMS#2607-07-13	TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	I Settlement Date 07/29/04 DISB DATE 07/29/04

J Summary of Borrower Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	40,000 00	401 Contract sales price	40,000 00
102 Personal property		402 Personalproperty	
103 Settlement charges to borrower (line1400)	2,021 60	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Asse ments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	42,021 60	420 Gross Amount Due To Seller	40,000 00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Exce s deposit (see instructions)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	605 41
203. Exi ting loan(s) taken subject to		503. Existing loans taken subject to	
204 199200 00 CONST LOAN	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	41,869 05	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508 NBSC	32,000 00
209		509	
Adjustment for items unpaid by seller		Adju tments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/04 to 07/29/04	152 55	511 County taxes 1/1/04 to 07/29/04	152 55
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
Total Paid By/For Borrower	42,021 60	520 Total Reduction Amount Due Seller	32,757 96
Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gro s Amount due from Borrower (line 120)	42,021 60	601 Gross amount due to Seller (line 420)	40,000 00
302 Le s amt paid by/for borrower(line 220)	(42,021 60)	602 Le s reduction in amt due seller(ln 520)	(32,757 96)
303 Ca h [ ] From [X] To Borrower	0 00	603 Ca h [X] To [ ] From Seller	7,242 04

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57 1039150

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA HB 4305 2

3574

				Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
700	Total Sales/Broker s Commission based on price $ 40,000 00 @ 00 %				
	Division of comm sion (line 700) as follows				
701	$	to			
702	$	to			
703	Commi sion paid at settlement				
704					
800	Items Payable in Connection With Loan				
801	Loan origination Fee 00 %	SECURITY FEDERAL		996 00	
802	Loan Discount %				
803	Appraisal Fee	to SECURITY FEDERAL		175 00	
804	Credit report	to			
	Lender s Inspection Fee				
806	Mortgage Insurance Application Fee to				
807	Assumption Fee				
808	FLOOD CERT FEE TO SECURITY FEDERAL			18 50	
809					
810					
811					
812					
813					
814					
815					
900	Items Required By Lender To Be Paid In Advance				
901	Interest from to	@$	/day		
902	Mortgage Insurance Premium for		months to		
903	Hazard Insurance Premium for		years to		
904					
905					
1000	Reserves Deposited With Lender				
001	Haz rd Insurance	month @$	per month		
002	Mortgage Insurance	months @$	per month		
003	City Property Taxes	months @$	per month		
004	County Property Taxes	months @$	per month		
005	Annual Assessments	months @$	per month		
006	Flood Insurance	months @$	per month		
007	Sanitary Tax	months @$	per month		
008	AGGREGATE ACCOUNTING ADJ	months @$	per month	0 00	
100	Title Charges				
101	Settlement or closing fee	to			
102	Abstract or title search	to PERPETUAL TITLE		50 00	
103	Title examination	to			
104	Title insurance binder	to PERPETUAL TITLE		50 00	
105	Document preparation	to DOC PREP			75 00
106	Notary fee	to			
107	Attorney s fee	to TIM QUINN, ATTORNEY AT LAW		250 00	
	(includes above item numbers	1101-1107	)		
108	Title insurance	to PERPETUAL TITLE		448 60	
	(includes above item numbers		)		
109	Lender s coverage	$ 199,200 00			
110	Owner s coverage	$ 40,000 00			
111					
112					
113					
200	Government Recording and Transfer Charges				
201	Recording fees Deed $ 10 20	Mortgage $ 15 20	Releases $ 8 10	25 40	8 10
202	City/county tax/stamps: Deed $	Mortgage $			148 00
203	State tax/stamps Deed $ 148 00	Mortgage $ 00			
204					
205	RECORD UCC3			8 10	
300	Additional Settlement Charges				
301	Survey to				
302	Pest inspection to				374 31
303	RICHLAND COUNTY TREASURER				
304					
305					
400	Total Settlement Charges (enter on line 103, Section J and 502, Section K)			2,021 60	605.41

ave carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate tement of all receipts and disbursement made on my account or by me in this transaction I further certify that I have eived a copy of the HUD 1 Settlement Statement

G&L CONTRACTING LLC

SEL PROPERTIES, LLC

rowers Sellers

HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will e the funds to be disbursed in accordance with this statement

lement Agent TIM QUINN ATTORNEY AT LAW Date 07/29/04 3575

NING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon iction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

After Recording Return To

Book 00965-0355
20040644 3 08/06/2004 11 23 16 23 Mortgage
Fee $24 00 County Tax $0 00 State Tax $0 00



2004064432 John G Norris Richland County ROD

340008898

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3 11 13 18 20 and 21 Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) **"Security Instrument"** means this document, which is dated **July 29, 2004** together with all Riders to this document

(B) **"Borrower"** is **K&L CONTRACTING, LLC**

Borrower is the mortgagor under this Security Instrument

(C) **"Lender"** is **SECURITY FEDERAL BANK**

Lender is a **CORPORATION** organized and existing under the laws of **THE UNITED STATES OF AMERICA** Lender s address is **1705 WHISKEY ROAD S, AIKEN SC 29803**

Lender is the mortgagee under this Security Instrument

(D) **"Note"** means the promissory note signed by Borrower and dated **July 29 2004** The Note states that Borrower owes Lender **One Hundred Ninety Nine Thousand Two Hundred Dollars And No Cents** Dollars (U S **$199,200 00**) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **AUGUST 1, 2005**

(E) **"Property"** means the property that is described below under the heading 'Transfer of Rights in the Property

(F) **"Loan"** means the debt evidenced by the Note plus interest, any prepayment charges and late charges due under the Note and all sums due under this Security Instrument, plus interest

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☒ Other(s) [specify]
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	**CONSTRUCTION MORTGAGE LOAN RIDER**

(H) **"Applicable Law"** means all controlling applicable federal state and local statutes regulations ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final non appealable judicial opinions
(I) **"Community Association Dues, Fees, and Assessments"** means all dues fees assessments and other charges that are imposed on Borrower or the Property by a condominium association homeowners association or similar organization
(J) **"Electronic Funds Transfer"** means any transfer of funds other than a transaction originated by check draft or similar paper instrument, which is initiated through an electronic terminal telephonic instrument, computer or magnetic tape so as to order instruct, or authorize a financial institution to debit or credit an account Such term includes but is not limited to point-of sale transfers automated teller machine transactions transfers initiated by telephone wire transfers and automated clearinghouse transfers
(K) **"Escrow Items'** means those items that are described in Section 3
(L) **"Miscellaneous Proceeds"** means any compensation settlement, award of damages or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to or destruction of the Property (ii) condemnation or other taking of all or any part of the Property (iii) conveyance in lieu of condemnation or (iv) misrepresentations of or omissions as to the value and/or condition of the Property
(M) **' Mortgage Insurance"** means insurance protecting Lender against the nonpayment of or default on the Loan
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note plus (ii) any amounts under Section 3 of this Security Instrument.
(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U S C §2601 et seq) and its implementing regulation Regulation X (24 C F R Part 3500) as they might be amended from time to time or any additional or successor legislation or regulation that governs the same subject matter As used in this Security Instrument RESPA refers to all requirements and restrictions that are imposed in regard to a 'federally related mortgage loan even if the Loan does not qualify as a federally related mortgage loan under RESPA
(P) **"Successor in Interest of Borrower'** means any party that has taken title to the Property whether or not that party has assumed Borrower s obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan and all renewals extensions and modifications of the Note and (ii) the performance of Borrower s covenants and agreements under this Security Instrument and the Note For this purpose Borrower does hereby mortgage grant and convey to Lender and Lender s successors and assigns the following described property located in the **County**
[Type of Recording Jurisdiction]

of **RICHLAND**
[Name of Recording Jurisdiction]

SEE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of _____ [Street] _____

IRMO, [City] South Carolina **29063** [Zip Code] (Property Address)

TO HAVE AND TO HOLD this property unto Lender and Lender s successors and assigns forever together with all the improvements now or hereafter erected on the property and all easements appurtenances and fixtures now or hereafter a

part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the Property

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges and late charges due under the Note Borrower shall also pay funds for Escrow Items pursuant to Section 3 Payments due under the Note and this Security Instrument shall be made in U S currency However if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms as selected by Lender (a) cash (b) money order (c) certified check bank check treasurer s check or cashier s check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality or entity or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future but Lender is not obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time Lender shall either apply such funds or return them to Borrower If not applied earlier such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

2. Application of Payments or Proceeds Except as otherwise described in this Section 2 all payments accepted and applied by Lender shall be applied in the following order of priority (a) interest due under the Note (b) principal due under the Note (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due Any remaining amounts shall be applied first to late charges second to any other amounts due under this Security Instrument and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due the payment may be applied to the delinquent payment and the late charge If more than one Periodic Payment is outstanding Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if and to the extent that each payment can be paid in full To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments such excess may be applied to any late charges due Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments insurance proceeds or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date or change the amount of the Periodic Payments

3 Funds for Escrow Items Borrower shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full a sum (the Funds) to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property (b) leasehold payments or ground rents on the Property if any (c) premiums for any and all insurance required by Lender under Section 5 and (d) Mortgage Insurance premiums if any or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10 These items are called Escrow Items At origination or at any time during the term of the Loan Lender may require that Community Association Dues Fees and Assessments if any be escrowed by Borrower and such dues fees and assessments shall be an Escrow Item Borrower shall

promptly furnish to Lender all notices of amounts to be paid under this Section Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower s obligation to pay the Funds for any or all Escrow Items Lender may waive Borrower s obligation to pay to Lender Funds for any or all Escrow Items at any time Any such waiver may only be in writing In the event of such waiver Borrower shall pay directly when and where payable the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and if Lender requires shall furnish to Lender receipts evidencing such payment within such time period as Lender may require Borrower s obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase covenant and agreement is used in Section 9 If Borrower is obligated to pay Escrow Items directly pursuant to a waiver and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and upon such revocation Borrower shall pay to Lender all Funds and in such amounts that are then required under this Section 3

Lender may at any time collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender can require under RESPA Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law

The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentality or entity (including Lender if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA Lender shall not charge Borrower for holding and applying the Funds annually analyzing the escrow account or verifying the Escrow Items unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender can agree in writing however that interest shall be paid on the Funds Lender shall give to Borrower without charge an annual accounting of the Funds as required by RESPA

If there is a surplus of Funds held in escrow as defined under RESPA Lender shall account to Borrower for the excess funds in accordance with RESPA If there is a shortage of Funds held in escrow as defined under RESPA Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA but in no more than 12 monthly payments If there is a deficiency of Funds held in escrow as defined under RESPA Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA but in no more than 12 monthly payments

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender

4 **Charges, Liens** Borrower shall pay all taxes assessments charges fines and impositions attributable to the Property which can attain priority over this Security Instrument leasehold payments or ground rents on the Property if any and Community Association Dues Fees and Assessments if any To the extent that these items are Escrow Items Borrower shall pay them in the manner provided in Section 3

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by or defends against enforcement of the lien in legal proceedings which in Lender s opinion operate to prevent the enforcement of the lien while those proceedings are pending but only until such proceedings are concluded or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument Lender may give Borrower a notice identifying the lien Within 10 days of the date on which that notice is given Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4

Lender may require Borrower to pay a one time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5 **Property Insurance** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term extended coverage and any other hazards including but not limited to earthquakes and floods for which Lender requires insurance This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires What Lender requires pursuant to the preceding sentences can change during the term of the Loan The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender s right to disapprove Borrower s choice which right shall not be exercised unreasonably Lender may

require Borrower to pay in connection with this Loan either (a) a one time charge for flood zone determination certification and tracking services or (b) a one time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower

If Borrower fails to maintain any of the coverages described above Lender may obtain insurance coverage at Lender s option and Borrower s expense Lender is under no obligation to purchase any particular type or amount of coverage Therefore such coverage shall cover Lender but might or might not protect Borrower Borrower s equity in the Property or the contents of the Property against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment

All insurance policies required by Lender and renewals of such policies shall be subject to Lender s right to disapprove such policies shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee Lender shall have the right to hold the policies and renewal certificates If Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices If Borrower obtains any form of insurance coverage not otherwise required by Lender for damage to or destruction of the Property such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee

In the event of loss Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower Unless Lender and Borrower otherwise agree in writing any insurance proceeds, whether or not the underlying insurance was required by Lender shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender s security is not lessened During such repair and restoration period Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender s satisfaction provided that such inspection shall be undertaken promptly Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds Lender shall not be required to pay Borrower any interest or earnings on such proceeds Fees for public adjusters or other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower If the restoration or repair is not economically feasible or Lender s security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument whether or not then due with the excess if any paid to Borrower Such insurance proceeds shall be applied in the order provided for in Section 2

If Borrower abandons the Property Lender may file negotiate and settle any available insurance claim and related matters If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim then Lender may negotiate and settle the claim The 30-day period will begin when the notice is given In either event, or if Lender acquires the Property under Section 22 or otherwise Borrower hereby assigns to Lender (a) Borrower s rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument and (b) any other of Borrower s rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property insofar as such rights are applicable to the coverage of the Property Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument whether or not then due

6 Occupancy Borrower shall occupy establish and use the Property as Borrower s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower s principal residence for at least one year after the date of occupancy unless Lender otherwise agrees in writing which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower s control

7 Preservation, Maintenance and Protection of the Property, Inspections Borrower shall not destroy damage or impair the Property allow the Property to deteriorate or commit waste on the Property Whether or not Borrower is residing in the Property Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage If insurance or condemnation proceeds are paid in connection with damage to or the taking of the Property Borrower shall be *responsible for repairing or restoring* the Property only if Lender has released proceeds for such purposes Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is

completed If the insurance or condemnation proceeds are not sufficient to repair or restore the Property Borrower is not relieved of Borrower s obligation for the completion of such repair or restoration

Lender or its agent may make reasonable entries upon and inspections of the Property If it has reasonable cause Lender may inspect the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause

8 Borrower's Loan Application. Borrower shall be in default if during the Loan application process Borrower or any persons or entities acting at the direction of Borrower or with Borrower s knowledge or consent gave materially false misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan Material representations include but are not limited to representations concerning Borrower s occupancy of the Property as Borrower s principal residence

9 Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender s interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy probate for condemnation or forfeiture for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations) or (c) Borrower has abandoned the Property then Lender may do and pay for whatever is reasonable or appropriate to protect Lender s interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property and securing and/or repairing the Property Lender s actions can include but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument (b) appearing in court and (c) paying reasonable attorneys fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding Securing the Property includes but is not limited to entering the Property to make repairs change locks replace or board up doors and windows drain water from pipes eliminate building or other code violations or dangerous conditions and have utilities turned on or off Although Lender may take action under this Section 9 Lender does not have to do so and is not under any duty or obligation to do so It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest, upon notice from Lender to Borrower requesting payment

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease If Borrower acquires fee title to the Property the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

10 Mortgage Insurance If Lender required Mortgage Insurance as a condition of making the Loan Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect If for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect from an alternate mortgage insurer selected by Lender If substantially equivalent Mortgage Insurance coverage is not available Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect Lender will accept, use and retain these payments as a non refundable loss reserve in lieu of Mortgage Insurance Such loss reserve shall be non refundable notwithstanding the fact that the Loan is ultimately paid in full and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available is obtained and Lender requires separately designated payments toward the premiums for Mortgage Insurance If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance Borrower shall pay the premiums required to maintain Mortgage Insurance in effect or to provide a non refundable loss reserve until Lender s requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law Nothing in this Section 10 affects Borrower s obligation to pay interest at the rate provided in the Note

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed Borrower is not a party to the Mortgage Insurance

Mortgage insurers evaluate their total risk on all such insurance in force from time to time and may enter into agreements with other parties that share or modify their risk, or reduce losses These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements These agreements may

require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums)

As a result of these agreements Lender any purchaser of the Note another insurer any reinsurer any other entity or any affiliate of any of the foregoing may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower s payments for Mortgage Insurance in exchange for sharing or modifying the mortgage insurer s risk or reducing losses If such agreement provides that an affiliate of Lender takes a share of the insurer s risk in exchange for a share of the premiums paid to the insurer the arrangement is often termed captive reinsurance Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination

11 Assignment of Miscellaneous Proceeds, Forfeiture All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged such Miscellaneous Proceeds shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender s security is not lessened During such repair and restoration period Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender s satisfaction provided that such inspection shall be undertaken promptly Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds If the restoration or repair is not economically feasible or Lender s security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with the excess if any paid to Borrower Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2

In the event of a total taking destruction or loss in value of the Property the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not then due with the excess if any paid to Borrower

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking destruction or loss in value unless Borrower and Lender otherwise agree in writing the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking destruction or loss in value divided by (b) the fair market value of the Property immediately before the partial taking destruction or loss in value Any balance shall be paid to Borrower

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is less than the amount of the sums secured immediately before the partial taking destruction or loss in value unless Borrower and Lender otherwise agree in writing the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages Borrower fails to respond to Lender within 30 days after the date the notice is given Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due Opposing Party means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds

Borrower shall be in default if any action or proceeding whether civil or criminal is begun that in Lender s judgment, could result in forfeiture of the Property or other material impairment of Lender s interest in the Property or rights under this Security Instrument Borrower can cure such a default and if acceleration has occurred, reinstate as provided in Section 19 by causing the action or proceeding to be dismissed with a ruling that in Lender s judgment, precludes forfeiture of the Property or other material impairment of Lender s interest in the Property or rights under this Security Instrument The proceeds of any award or claim for damages that are attributable to the impairment of Lender s interest in the Property are hereby assigned and shall be paid to Lender

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2

12. Borrower Not Released, Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including without limitation, Lender s acceptance of payments from third persons entities or Successors in Interest of Borrower or in amounts less than the amount then due shall not be a waiver of or preclude the exercise of any right or remedy

13 Joint and Several Liability, Co signers, Successors and Assigns Bound Borrower covenants and agrees that Borrower s obligations and liability shall be joint and several However any Borrower who co signs this Security Instrument but does not execute the Note (a co signer') (a) is co-signing this Security Instrument only to mortgage grant and convey the co signer s interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower can agree to extend modify forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer s consent

Subject to the provisions of Section 18 any Successor in Interest of Borrower who assumes Borrower s obligations under this Security Instrument in writing and is approved by Lender shall obtain all of Borrower s rights and benefits under this Security Instrument Borrower shall not be released from Borrower s obligations and liability under this Security Instrument unless Lender agrees to such release in writing The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender

14 Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower s default, for the purpose of protecting Lender s interest in the Property and rights under this Security Instrument including but not limited to attorneys fees property inspection and valuation fees In regard to any other fees the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law

If the Loan is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note) Borrower s acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge

15 Notices All notices given by Borrower or Lender in connection with this Security Instrument must be in writing Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower s notice address if sent by other means Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower shall promptly notify Lender of Borrower s change of address If Lender specifies a procedure for reporting Borrower s change of address then Borrower shall only report a change of address through that specified procedure There may be only one designated notice address under this Security Instrument at any one time Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender s address stated herein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender If any notice required by this Security Instrument is also required under Applicable Law the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument

16 Governing Law, Severability, Rules of Construction This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract In the event that any provision or clause of this Security Instrument or the Note conflicts with

Applicable Law such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender (b) words in the singular shall mean and include the plural and vice versa and (c) the word may gives sole discretion without any obligation to take any action

17 Borrower's Copy Borrower shall be given one copy of the Note and of this Security Instrument

18 Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 18 Interest in the Property means any legal or beneficial interest in the Property including but not limited to those beneficial interests transferred in a bond for deed contract for deed, installment sales contract or escrow agreement the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender s prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument However this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

If Lender exercises this option Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

19 Borrower's Right to Reinstate After Acceleration If Borrower meets certain conditions Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument (b) such other period as Applicable Law might specify for the termination of Borrower s right to reinstate or (c) entry of a judgment enforcing this Security Instrument Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred (b) cures any default of any other covenants or agreements (c) pays all expenses incurred in enforcing this Security Instrument including but not limited to reasonable attorneys fees property inspection and valuation fees and other fees incurred for the purpose of protecting Lender s interest in the Property and rights under this Security Instrument and (d) takes such action as Lender may reasonably require to assure that Lender s interest in the Property and rights under this Security Instrument and Borrower s obligation to pay the sums secured by this Security Instrument, shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms as selected by Lender (a) cash (b) money order (c) certified check bank check, treasurer s check or cashier s check provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality or entity or (d) Electronic Funds Transfer Upon reinstatement by Borrower this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However this right to reinstate shall not apply in the case of acceleration under Section 18

20 Sale of Note, Change of Loan Servicer, Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower A sale might result in a change in the entity (known as the Loan Servicer') that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note this Security Instrument and Applicable Law There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note If there is a change of the Loan Servicer Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser

Neither Borrower nor Lender may commence join or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party s actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of or any duty owed by reason of this Security Instrument until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action If Applicable Law provides a time period which must elapse before certain action can be taken that time period will be deemed to be reasonable for purposes of this paragraph The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

21 Hazardous Substances As used in this Section 21 (a) Hazardous Substances are those substances defined as toxic or hazardous substances pollutants, or wastes by Environmental Law and the following substances gasoline kerosene other flammable or toxic petroleum products toxic pesticides and herbicides volatile solvents materials containing asbestos or formaldehyde, and radioactive materials (b) Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health safety or environmental protection (c) Environmental Cleanup includes any response action remedial action or removal action as defined in Environmental Law and (d) an Environmental Condition means a condition that can cause contribute to or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence use disposal storage or release of any Hazardous Substances, or threaten to release any Hazardous Substances on or in the Property Borrower shall not do nor allow anyone else to do anything affecting the Property (a) that is in violation of any Environmental Law (b) which creates an Environmental Condition or (c) which due to the presence use or release of a Hazardous Substance creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including but not limited to hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge (b) any Environmental Condition including but not limited to any spilling leaking discharge release or threat of release of any Hazardous Substance and (c) any condition caused by the presence use or release of a Hazardous Substance which adversely affects the value of the Property If Borrower learns or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lender for an Environmental Cleanup

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

22. Acceleration, Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise) The notice shall specify (a) the default (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23 Release Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void Lender shall release this Security Instrument Borrower shall pay any recordation costs Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law

24 Homestead Waiver Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law

25 Waiver of Appraisal Rights The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction TO THE EXTENT PERMITTED BY LAW THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12 37 250 of the South Carolina *Code of Laws*

26 **Future Advances** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon attorneys fees and court costs

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it

STEPHEN E LIPSCOMB (Seal) Borrower

SEL PROPERTIES LLC BY STEPHEN E LIPSCOMB (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

Signed, sealed and delivered in the presence of

Laura McDonald

Timothy G Quinn

State of South Carolina
County of Richland

I Timothy G Quinn Notary Public (name and title) do hereby certify that the borrowers above personally appeared before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and official seal (where required by law) this the 29th day of July 2004

Timothy G Quinn
Notary Public for South Carolina

My commission expires 1/17/2010

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **TWENTY NINTH** day of **July, 2004** and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower') to secure Borrower s Note to

SECURITY FEDERAL BANK

(the Lender') of the same date and covering the Property described in the Security Instrument and located at

[redacted], **IRMO, South Carolina, 29063**

[Property Address]

The Property includes but is not limited to a parcel of land improved with a dwelling together with other such parcels and certain common areas and facilities as described in

Restrictions

(the Declaration) The Property is a part of a planned unit development known as

THE COURTYARD AT ROLLING CREEK

[Name of Planned Unit Development]

(the PUD) The Property also includes Borrower s interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the Owners Association) and the uses benefits and proceeds of Borrower s interest

PUD COVENANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

A. PUD Obligations Borrower shall perform all of Borrower s obligations under the PUD s Constituent Documents The Constituent Documents are the (i) Declaration (ii) articles of incorporation trust instrument or any equivalent document which creates the Owners Association and (iii) any by laws or other rules or regulations of the Owners Association Borrower shall promptly pay when due all dues and assessments imposed pursuant to the Constituent Documents

B Property Insurance So long as the Owners Association maintains with a generally accepted insurance carrier a master or blanket policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels) for the periods and against loss by fire hazards included within the term extended coverage and any other hazards including but not limited to earthquakes and floods for which Lender requires insurance then (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property and (ii) Borrower s obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

What Lender requires as a condition of this waiver can change during the term of the loan

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD any proceeds payable to Borrower are hereby assigned and shall be paid to Lender Lender shall apply the proceeds to the sums secured by the Security Instrument whether or not then due with the excess if any paid to Borrower

C **Public Liability Insurance** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender

D Condemnation The proceeds of any award or claim for damages direct or consequential payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD or for any conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11

E Lender's Prior Consent. Borrower shall not except after notice to Lender and with Lender s prior written consent, either partition or subdivide the Property or consent to (i) the abandonment or termination of the PUD except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender (iii) termination of professional management and assumption of self management of the Owners Association or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender

F Remedies If Borrower does not pay PUD dues and assessments when due then Lender may pay them Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest upon notice from Lender to Borrower requesting payment

BY SIGNING BELOW Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this PUD Rider

_____ (Seal)	_____ (Seal)
STEPHEN E LIPSCOMB Borrower	**SEL PROPERTIES, LLC** Borrower
_____ (Seal)	_____ (Seal)
Borrower	Borrower
_____ (Seal)	_____ (Seal)
Borrower	Borrower

CONSTRUCTION MORTGAGE LOAN RIDER

This Construction Mortgage Loan Rider is made this day July 29 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Deed to Secure Debt (the Security Instrument) of same date given by the undersigned (the Borrower) to secure Borrower s Construction Mortgage Note to SECURITY FEDERAL BANK (the Lender) of the same date (the Note) and covering the property described in the Security Instrument and located at

_____ IRMO, SC 29063
(Property Address)

CONSTRUCTION MORTGAGE LOAN PROVISIONS

The indebtedness evidenced by the Note is intended to finance the construction of improvements to the Property Borrower agrees to comply with the covenants and conditions of the Construction Loan Agreement which is hereby incorporated by reference in and made a part of this Mortgage All advances made by Lender pursuant to the Construction Loan Agreement shall be indebtedness of Borrower secured by this Mortgage

In case of breach by Borrower of the covenants and conditions of the Construction Loan Agreement Lender at Lender s option with or without entry upon the property (I) may invoke any of the rights or the Construction Loan Agreement, (II) may accelerate the sums secured by this Mortgage and invoke those remedies provided in paragraph 18 hereof, or (III) may do both Prior to completion of the improvements sums disbursed by Lender to protect the security of this Mortgage up to the principal amount of the Note shall be as disbursements pursuant to the Construction Loan Agreement and such sums disbursed by Lender in excess of the Principal amount of the Note shall be additional indebtedness of Borrower secured by this Mortgage All such sums shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor

In witness whereof Borrower(s) has/have executed this Construction Mortgage Loan Rider this day, July 29 2004

K & L CONTRACTING, LLC

STEPHEN E LIPSCOMB, PRESIDENT, Borrower

SEL PROPERTIES LLC BY STEPHEN E LIPSCOMB PRESIDENT

MLD-C618 SF 07-03 97 (Rev)

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **29th** day of **July, 2004** and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust, or Security Deed (the Security Instrument') of the same date given by the undersigned (the Borrower') to secure Borrower s Note to

SECURITY FEDERAL BANK

(the 'Lender') of the same date and covering the Property described in the Security Instrument and located at

IRMO, South Carolina, 29063

[Property Address]

1-4 FAMILY COVENANTS In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT In addition to the Property described in Security Instrument the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description and shall also constitute the Property covered by the Security Instrument building materials appliances and goods of every nature whatsoever now or hereafter located in on or used or intended to be used in connection with the Property including but not limited to those for the purposes of supplying or distributing heating cooling electricity gas water air and light, fire prevention and extinguishing apparatus, security and access control apparatus plumbing, bath tubs water heaters water closets sinks ranges stoves refrigerators dishwashers disposals washers dryers awnings storm windows storm doors screens blinds shades curtains and curtain rods attached mirrors cabinets paneling and attached floor coverings all of which including replacements and additions thereto shall be deemed to be and remain a part of the Property covered by the Security Instrument All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Property

B USE OF PROPERTY, COMPLIANCE WITH LAW Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification unless Lender has agreed in writing to the change Borrower shall comply with all laws ordinances regulations and requirements of any governmental body applicable to the Property

C SUBORDINATE LIENS Except as permitted by federal law Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender s prior written permission

D RENT LOSS INSURANCE Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5

E "BORROWER'S RIGHT TO REINSTATE' DELETED Section 19 is deleted

F BORROWER'S OCCUPANCY Unless Lender and Borrower otherwise agree in writing Section 6 concerning Borrower s occupancy of the Property is deleted

G ASSIGNMENT OF LEASES Upon Lender s request after default Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

of the Property Upon the assignment Lender shall have the right to modify extend or terminate the existing leases and to execute new leases in Lender s sole discretion As used in this paragraph G the word lease shall mean sublease if the Security Instrument is on a leasehold

H ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues (Rents) of the Property regardless of to whom the Rents of the Property are payable Borrower authorizes Lender or Lender s agents to collect the Rents and agrees that each tenant of the Property shall pay the Rents to Lender or Lender s agents However Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender s agent This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of default to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only to be applied to the sums secured by the Security Instrument (ii) Lender shall be entitled to collect and receive all of the Rents of the Property (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender s agents upon Lender s written demand to the tenant (iv) unless applicable law provides otherwise all Rents collected by Lender or Lender s agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents including but not limited to attorney s fees receiver s fees premiums on receiver s bonds repair and maintenance costs, insurance premiums taxes assessments and other charges on the Property and then to the sums secured by the Security Instrument (v) Lender Lender s agents or any judicially appointed receiver shall be liable to account for only those Rents actually received and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed and will not perform any act that would prevent Lender from exercising its rights under this paragraph

Lender or Lender s agents or a judicially appointed receiver shall not be required to enter upon take control of or maintain the Property before or after giving notice of default to Borrower However Lender or Lender s agents or a judicially appointed receiver may do so at any time when a default occurs Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

I CROSS-DEFAULT PROVISION Borrower s default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument



BY SIGNING BELOW Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider

STEPHEN E LIPSCOMB (Seal) Borrower

SEL PROPERTIES LLC (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

GREATLAND ■
To Order Call 1 800-530 9393 ☐ Fax 616-791 1131

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 13 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc , and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS 02607-07-13

Derivation This being the same property conveyed to SEL Properties LLC from Robert E Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN
1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER: RE 04-1492
7 LOAN NUMBER:
8 MORTGAGE INS CASE NUMBER:

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*

1 0 3/98 (DEATON, KRISTA S PFD/RE 04 1492/13)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Krista S Deaton 102 Summer Branch Lane lot 13 Irmo SC 29063	K&L Contracting LLC	Affiliated Business Services 9365 Two Notch Road Suite D Columbia SC 29223

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 0999504	I SETTLEMENT DATE
102 Summer Branch Lane lot 13 Irmo SC 29063 R chland County South Ca olina	The Harrell Law Firm PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	January 28 2005

J SUMMARY OF BORROWER S TRANSACTION		K. SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		**400 GROSS AMOUNT DUE TO SELLER**	
101 Contract Sales Price	247,000 00	401 Contract Sales Pr ce	247,000 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (L ne 1400)	3,287 65	403	
104		404	
105		405	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106 C ty/Town Taxes to		406 City/Town Taxes to	
107 County Taxes to		407 County Taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	250 287 65	*420 GROSS AMOUNT DUE TO SELLER*	247 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**	
201 Deposit or earnest money	5,000 00	501 Excess Deposit (See Instructions)	
202 Pr ncipal Amount of New Loan(s)	197 000 00	502 Settlement Charges to Seller (Line 1400)	19,286 63
203 Existng loan(s) taken subject to		503 Exist ng loan(s) taken subject to	
204		504 Payoff of first Mortgage to Security Federal Bank/	184 372 16
205		505 Payoff of second Mortgage	
206		506 Deposit retained by seller	5 000 00
207		507	
208		508	
209		509	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210 C ty/Town Taxes to		510 City/Town Taxes to	
211 County Taxes 01/01/05 to 01/29/05	20 54	511 County Taxes 01/01/05 to 01/29/05	20 54
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	202 020 54	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	208 679 33
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 G oss Amount Due From Borrower (Line 120)	250 287 65	601 Gross Amount Due To Selle (L ne 420)	247,000 00
302 Less Amount Paid By/For Borrower (Line 220)	(202,020 54)	602 Less Reductions Due Seller (Line 520)	(208 679 33)
303 CASH (X FROM) (TO) BORROWER	48 267 11	*603 CASH (X TO) (FROM) SELLER*	38 320 67

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

I HAVE CAREFULLY REVIEWED THE HUD 1 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 THE HUD 1 SETTLEMENT STATEMENT

Borrower Krista S Deaton
Krista S Deaton

Seller K&L Contracting LLC
BY President
ATTEST
Secretary/Treasurer

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

The Harrell Law Firm
Settlement Agent

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

L SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
TAL COMMISSION Based on Price $ 257 500 00 @ 6 0000 % 15 450 00			
Division of Commission (line 700) as Follows			
$ 7 725 00 to Dutch Fork Realty			
$ 7 725 00 to Asset Realty Inc			
$ Commission Paid at Settlement			15 450 00
J4 to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee 1 0000 %	to Affiliated Business Services, LLC		1 970 00
802 Loan Discount %	to		
803 Appraisal Fee	to Real Estate Appraisers and Consultants		400 00
804 Administration Fee	to Flagstar Bank FSB	320 00	130 00
805 Credit Report Fee	to CBC Companies POC $7 00L		
806 Tax Service Fee	to First American Real Estate Service POC $72 00L		
807 Flood Certification Fee	to FDSI POC $15 00L		
808 Yield Spread Premium	to Affiliated Business Services LLC POC $815 58L		
809			
810			
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest From 01/28/05 to 02/01/05 @ $ 25 637000/day (4 days %)		102 55	
902 Mortgage Insurance Premium for months to			
903 Hazard Insurance Premium for 1 0 years to Farm Bureau		569 16	
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insurance	3 000 months @ $ 47 43 per month	142 29	
1002 Mortgage Insurance	months @ $ per month		
1003 City/Town Taxes	months @ $ per month		
1004 County Taxes	4 000 months @ $ 188 65 per month	754 60	
1005 Assessments	months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008 Aggregate Adjustment	months @ $ per month	188 65	
1100 TITLE CHARGES			
1101 Settlement or Closing Fee	to		
1102 Abstract or Title Search	to True Title	163 00	
1103 UPS FEE (Docs)	to The Harrell Law Firm	15 00	
1104 Title Insurance Binder	to Three Kings Title Insurance Agency	75 00	
1105 Document Preparation	to The Harrell Law Firm		125 00
1106 ALTA Endorsements	to Three Kings Title Insurance Agency	50 00	
1107 Attorney's Fees	to The Harrell Law Firm	425 00	
(includes above item numbers)			
1108 Title Insurance	to Three Kings Title Insurance Agency	763 70	
(includes above item numbers)			
109 Lender's Coverage	$ 197 000 00 125 00		
1110 Owner's Coverage	$ 247 000 00 638 70		
1111 Copies Postages Fax Fees	to The Harrell Law Firm	35 00	
1112 UPS Fee (Loan Package)	to The Harrell Law Firm	25 00	
1113 UPS Fee (Payoff)	to The Harrell Law Firm		25 00
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $ 10 00 Mortgage $ 26 00 Releases $		36 00	
1202 City/County Tax/Stamps Deed , Mortgage			
1203 State Tax/Stamps Revenue Stamps 913 90 Mortgage			913 90
1204 Satisfactions	to Richland County Register of Deeds		5 00
1205 Assignment			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey	to		
1302 Pest Inspection	to		
1303 2004 County Taxes	to Richland County Treasurer		267 73
1304 Home Warranty			
1305 Water and Sewer			
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502, Section K)		3 287 65	19 286 63

B gn g page he statemo t, eg or es actn wledg ec pt of ampl ed copy f page 2 of this wn pag st lement

Certified to be a true copy
Substitute Form 099 S

SELLER'S TAX ID SOLICITATION: THE INFORMATION IN BLOCKS E, G, H AND ON LINES 401, 406, 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTER A REVENUE SER ICE. If YOU ARE REQU RED TO FILE A RETURN A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE RS DETERM NES IA T AS NO BEIN tPORTED YOU E REQU RED BY LAW TO P OV DE THE SE TTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER IF YOU DO NOT PROV DE THE SETT EMENT GENT WITH YOUR CORRECT TAXP YER DENTIFICATION NUMBER YOU MAY BE SUBJECT TO C VIL OR CR MINAL PENALTIES MPOSED BY LAW

or sale or exchange of entain real es ta th person responsible or closing real estate transaction must epon the real estate proc eds th ns na Revenue Servic and must furnish this tatement to you. T termine if you h ve port th sale or exch ng of you nsam home on your ta etur se the 2005 Schedule D (Form 040) instructions. the real estate wa no you main home port the nsaction on Form 7 7 Sale of Business Property Form 6252 sta tmon Sal Income nd/or Schedule D (Form 040) Capital Gain and Losses. You may have to recaptur (pay back) or p of Fede al mortgage subsidy the following p) ou re eived loa pro ided from the proceeds of qualified mortgag bond or you eceived mortgage credit ertificate b) You original mortgag loa was provided its 990 nd) You sold or dispose of ou home at gain ring the firs 9 years or you ceiv Federal mortgage subsidy This will in rease you tax See Form 8828 Recapture of F de al Mortgage Subsidy and Pub 523 S ling You Home

you le oy id the real stat tax to the period he include the sale da eubt ct the mounts on Li ee 406 40 & 08 tions the amount already paid to determine you deductible al stat ax Bu if you ha eady educted the ea state tax in a p ior year generally report this amou income me Othe Income line of F rm 1040 For mor information se Pub 523

F Paperwork Reduction Ac Not se he 2005 Instruc tions for F rms 099 1098, 5498, and W-G2
Dep rtme t th Treas ry Inte l R nu Service

NDER PENALT ES OF PERJURY I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER

S ller's Sign ur	Selle ignatur	Seller Signatur	Seller's Sig tu
T ID/SSN	T ID/SS	TaxID/SS	TaxID/SSN

(RE-04 1492 / RE 04 1492 / 03)

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576-2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0203162	06/10/2002	$ 127305 00	$	

PARCEL & ADDRESS INFORMATION

LOCATION Richland County SC
TMS # 04-02
USEZONE RS-LD FLOODZONE No
MOBILE DECAL
MOBILE MODEL

SUBDIVISION THE COURTYARDS @ ROLLING CREEK
LOT 14
UTILITIES
Electn
Sewer
Gas

OWNER K and L Contracting Co (803 254 8403)
APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOUSE (SEWER MEMO)

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single family houses, attached or detached

OCCUPANCY TYPE
R

CONSTRUCTION TYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS
#STORIES 2
SQUARE FOOTAGE 1261 Sq Ft

SINGLE FAMILY ONLY
#BATHROOMS 0
#BEDROOMS 0
TOTAL ROOMS 0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 06/10/2002

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http //BuildingDepartment.com/projects	0203162	213621

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

printed July 17 2007

Instrument 2002080056 Book/Page R709 2595 DateTime 10/1/2002 4 50 24 PM

STATE OF SOUTH CAROLINA)
) PARTIAL RELEASE OF MORTGAGE
COUNTY OF RICHLAND)

FOR VALUE RECEIVED the undersigned owner and holder of the note and mortgage heretofore given by SEL Properties, LLC to The National Bank of South Carolina, dated October 24 2000 and recorded November 7 2000 in Book 457 at page 1900 in the Office of the ROD for Richland County does hereby release from the lien thereof the following described property

All that certain piece parcel of lot of land, with the improvements thereon, situate lying and being in the County of Richland, State of South Carolina, the same being shown as Lot No Fourteen (14) on a plat prepared for K & L Contracting, LLC by Cox and Dinkins, Inc dated August 28 2002 and recorded in the Richland County ROD in Book 104 at Page 3439 and having such metes and bounds as are shown by reference to said plat

The lien of the aforesaid mortgage to remain in full force and effect and as it pertains to all other property described in said mortgage

IN WITNESS WHEREOF, The National Bank of South Carolina has caused these presents to be executed this 17th day of September 2002

WITNESSES

The National Bank of South Carolina

By Margaret J Dinkins

Its Real Estate Admin Officer

Partial Release of M 1

Book 00709-2595
2002080056 10/01/2002 16 50 24 02
Fee $7 00 County Tax $0.00 State Tax $0 00

2002080056 John G. Norris Richland County ROD

ATTEST: A TRUE COPY
Richard W Rodden
R M CI

Richland County ROD

John G Norris

This document is not to scale

Instrument 2002080056 Book/Page R709 2596 Date/Time 10/1/2002 4 50 24 PM

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named The National Bank of South Carolina, by MARGARET T SIMKINS, its Real Estate Admin Officer sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS
11th day of September, 2002

(LS)
Notary Public for South Carolina

My Commission Expires January 26, 2009

Richland County ROD

John G. Norris

This document is not to scale

Rolling Creek & Courtyards at Rolling Creek
Transaction Journal
September 16, 2002

Date	Name	Memo	Amount
09/16/2002		CRC Lot 14 transfer to K&L Contracting, LLC	
	Lot 14 I K&L	lot release to Security Federal from NBSC	32 000 00
	NBSC (2750/4C)	Lot 14 mortgage release from NBSC	-32,000 00
	Lot 14 - I K&L	capitalized land cost	5 257 88
	Lot 14 - I K&L	capitalized infrastructure	25,883 23
	Lot 14 - I K&L	Total COGS land/site dev costs	-31 141 11
			0 00
	TOTAL	**No money banked**	**0 00**

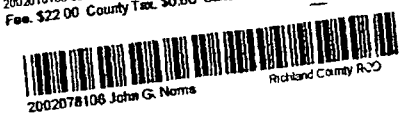
0002506

Instrument 2002076106 Book/Page R704 3440 DateTime 9/18/2002 4 03 06 PM

ATTEST: A TRUE COPY
Richard M Reddon

After Recording Return To

Book 00704-3440 Mortgage
2002076106 09/18/2002 16 03 06 65
Fee $22 00 County Tax $0.00 State Tax $0 00



140006522

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3 11 13 18 20 and 21 Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) **"Security Instrument"** means this document which is dated **August 1 2002** together with all Riders to this document

(B) **"Borrower"** is **SEL PROPERTIES LLC**

Borrower is the mortgagor under this Security Instrument

(C) **Lender** is **SECURITY FEDERAL BANK**

Lender is a **CORPORATION** organized and existing under the laws of **THE UNITED STATES OF AMERICA** Lender s address is

1705 WHISKEY ROAD SOUTH AIKEN SC 29803

Lender is the mortgagee under this Security Instrument.

(D) **Note"** means the promissory note signed by Borrower and dated **August 1 2002** The Note states that Borrower owes Lender **One Hundred Eighty Thousand Four Hundred Dollars And No Cents** Dollars (U S **$180 400 00**) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1 2003**

(E) **Property"** means the property that is described below under the heading Transfer of Rights in the Property

(F) **Loan"** means the debt evidenced by the Note plus interest, any prepayment charges and late charges due under the Note and all sums due under this Security Instrument plus interest

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ Other(s) [specify] CONSTRUCTION MORTGAGE LOAN RIDER
☒ 1 4 Family Rider	☐ Biweekly Payment Rider	

Richland County ROD
John G Norris

Th s document s not to scale

Instrument 2002076106 Book/Page R704 3441 DateTime 9/18/2002 4 03 06 PM

Richland County ROD

John G Norris

(H) "Applicable Law" means all controlling applicable federal state and local statutes, regulations ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final non appealable judicial opinions
(I) "Community Association Dues, Fees and Assessments" means all dues fees assessments and other charges that are imposed on Borrower or the Property by a condominium association homeowners association or similar organization
(J) "Electronic Funds Transfer" means any transfer of funds other than a transaction originated by check draft, or similar paper instrument, which is initiated through an electronic terminal telephonic instrument computer or magnetic tape so as to order instruct or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to point-of sale transfers, automated teller machine transactions transfers initiated by telephone wire transfers and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to or destruction of the Property (ii) condemnation or other taking of all or any part of the Property (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to the value and/or condition of the Property
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of or default on the Loan
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C §2601 et seq) and its implementing regulation Regulation X (24 C F R. Part 3500) as they might be amended from time to time or any additional or successor legislation or regulation that governs the same subject matter As used in this Security Instrument RESPA" refers to all requirements and restrictions that are imposed in regard to a federally related mortgage loan even if the Loan does not qualify as a federally related mortgage loan" under RESPA.
(P) "Successor in Interest of Borrower" means any party that has taken title to the Property whether or not that party has assumed Borrower s obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan and all renewals extensions and modifications of the Note and (ii) the performance of Borrower s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage grant and convey to Lender and Lender s successors and assigns the following described property located in the

County
[Type of Recording Jurisdiction]

of Richland
[Name of Recording Jurisdiction]

SEE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of _____ [Street]

IRMO [City] South Carolina 29063 [Zip Code] (Property Address)

TO HAVE AND TO HOLD this property unto Lender and Lender s successors and assigns forever together with all the improvements now or hereafter erected on the property and all easements appurtenances, and fixtures now or hereafter a

Th s document is not to scale

Instrument 2002076106 Book/Page R704 3442 DateTime 9/18/2002 4 03 06 PM

part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the Property

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 **Payment of Principal Interest Escrow Items Prepayment Charges and Late Charges** Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note Borrower shall also pay funds for Escrow Items pursuant to Section 3 Payments due under the Note and this Security Instrument shall be made in U S currency However if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms as selected by Lender (a) cash (b) money order (c) certified check, bank check, treasurer s check or cashier s check provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality or entity or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future but Lender is not obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time Lender shall either apply such funds or return them to Borrower If not applied earlier such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

2. **Application of Payments or Proceeds** Except as otherwise described in this Section 2 all payments accepted and applied by Lender shall be applied in the following order of priority (a) interest due under the Note (b) principal due under the Note (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due Any remaining amounts shall be applied first to late charges second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due the payment may be applied to the delinquent payment and the late charge If more than one Periodic Payment is outstanding Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if and to the extent that, each payment can be paid in full To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments insurance proceeds or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date or change the amount of the Periodic Payments

3 **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full a sum (the "Funds) to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property (b) leasehold payments or ground rents on the Property if any (c) premiums for any and all insurance required by Lender under Section 5 and (d) Mortgage Insurance premiums, if any or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10 These items are called Escrow Items At origination or at any time during the term of the Loan Lender may require that Community Association Dues Fees and Assessments if any be escrowed by Borrower and such dues fees and assessments shall be an Escrow Item Borrower shall

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promptly furnish to Lender all notices of amounts to be paid under this Section Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower s obligation to pay the Funds for any or all Escrow Items Lender may waive Borrower s obligation to pay to Lender Funds for any or all Escrow Items at any time Any such waiver may only be in writing In the event of such waiver Borrower shall pay directly when and where payable the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and if Lender requires shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower s obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase covenant and agreement is used in Section 9 If Borrower is obligated to pay Escrow Items directly pursuant to a waiver and Borrower fails to pay the amount due for an Escrow Item Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and upon such revocation Borrower shall pay to Lender all Funds and in such amounts that are then required under this Section 3

Lender may at any time collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender can require under RESPA Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law

The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentality or entity (including Lender if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA Lender shall not charge Borrower for holding and applying the Funds annually analyzing the escrow account or verifying the Escrow Items unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender can agree in writing however that interest shall be paid on the Funds Lender shall give to Borrower without charge an annual accounting of the Funds as required by RESPA

If there is a surplus of Funds held in escrow as defined under RESPA Lender shall account to Borrower for the excess funds in accordance with RESPA If there is a shortage of Funds held in escrow as defined under RESPA Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA but in no more than 12 monthly payments If there is a deficiency of Funds held in escrow as defined under RESPA Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA but in no more than 12 monthly payments

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender

4 **Charges; Liens.** Borrower shall pay all taxes assessments charges fines, and impositions attributable to the Property which can attain priority over this Security Instrument leasehold payments or ground rents on the Property if any and Community Association Dues Fees and Assessments if any To the extent that these items are Escrow Items Borrower shall pay them in the manner provided in Section 3

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender but only so long as Borrower is performing such agreement (b) contests the lien in good faith by or defends against enforcement of the lien in legal proceedings which in Lender s opinion operate to prevent the enforcement of the lien while those proceedings are pending but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument Lender may give Borrower a notice identifying the lien Within 10 days of the date on which that notice is given Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4

Lender may require Borrower to pay a one time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5 **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term extended coverage and any other hazards including but not limited to earthquakes and floods for which Lender requires insurance This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires What Lender requires pursuant to the preceding sentences can change during the term of the Loan The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender s right to disapprove Borrower s choice which right shall not be exercised unreasonably Lender may

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require Borrower to pay in connection with this Loan either (a) a one time charge for flood zone determination certification and tracking services or (b) a one time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage at Lender s option and Borrower s expense Lender is under no obligation to purchase any particular type or amount of coverage Therefore such coverage shall cover Lender but might or might not protect Borrower Borrower s equity in the Property or the contents of the Property against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment

All insurance policies required by Lender and renewals of such policies shall be subject to Lender s right to disapprove such policies shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates If Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices If Borrower obtains any form of insurance coverage not otherwise required by Lender for damage to or destruction of the Property such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee

In the event of loss Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower Unless Lender and Borrower otherwise agree in writing any insurance proceeds whether or not the underlying insurance was required by Lender shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender s security is not lessened During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender s satisfaction provided that such inspection shall be undertaken promptly Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds Fees for public adjusters or other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower If the restoration or repair is not economically feasible or Lender s security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with the excess if any paid to Borrower Such insurance proceeds shall be applied in the order provided for in Section 2

If Borrower abandons the Property Lender may file negotiate and settle any available insurance claim and related matters If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim then Lender may negotiate and settle the claim The 30 day period will begin when the notice is given In either event, or if Lender acquires the Property under Section 22 or otherwise Borrower hereby assigns to Lender (a) Borrower s rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument and (b) any other of Borrower s rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property insofar as such rights are applicable to the coverage of the Property Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument whether or not then due

6 **Occupancy** Borrower shall occupy establish and use the Property as Borrower s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower s principal residence for at least one year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower s control

7 **Preservation Maintenance and Protection of the Property Inspections** Borrower shall not destroy damage or impair the Property allow the Property to deteriorate or commit waste on the Property Whether or not Borrower is residing in the Property Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage If insurance or condemnation proceeds are paid in connection with damage to or the taking of the Property Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is

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completed If the insurance or condemnation proceeds are not sufficient to repair or restore the Property Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration

Lender or its agent may make reasonable entries upon and inspections of the Property If it has reasonable cause Lender may inspect the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause

8 **Borrower s Loan Application** Borrower shall be in default if during the Loan application process Borrower or any persons or entities acting at the direction of Borrower or with Borrower s knowledge or consent gave materially false misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan Material representations include but are not limited to representations concerning Borrower s occupancy of the Property as Borrower s principal residence

9 **Protection of Lender s Interest in the Property and Rights Under this Security Instrument** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument (b) there is a legal proceeding that might significantly affect Lender s interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy probate for condemnation or forfeiture for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations) or (c) Borrower has abandoned the Property then Lender may do and pay for whatever is reasonable or appropriate to protect Lender s interest in the Property and rights under this Security Instrument including protecting and/or assessing the value of the Property and securing and/or repairing the Property Lender s actions can include but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court and (c) paying reasonable attorneys fees to protect its interest in the Property and/or rights under this Security Instrument including its secured position in a bankruptcy proceeding Securing the Property includes but is not limited to entering the Property to make repairs change locks replace or board up doors and windows drain water from pipes eliminate building or other code violations or dangerous conditions and have utilities turned on or off Although Lender may take action under this Section 9 Lender does not have to do so and is not under any duty or obligation to do so It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest, upon notice from Lender to Borrower requesting payment

If this Security Instrument is on a leasehold Borrower shall comply with all the provisions of the lease If Borrower acquires fee title to the Property the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

10 **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect from an alternate mortgage insurer selected by Lender If substantially equivalent Mortgage Insurance coverage is not available Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect Lender will accept use and retain these payments as a non refundable loss reserve in lieu of Mortgage Insurance Such loss reserve shall be non refundable, notwithstanding the fact that the Loan is ultimately paid in full and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available is obtained and Lender requires separately designated payments toward the premiums for Mortgage Insurance If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect or to provide a non refundable loss reserve until Lender s requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law Nothing in this Section 10 affects Borrower s obligation to pay interest at the rate provided in the Note

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed Borrower is not a party to the Mortgage Insurance

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk or reduce losses These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements These agreements may

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require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums)

As a result of these agreements Lender any purchaser of the Note another insurer any reinsurer any other entity or any affiliate of any of the foregoing may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower s payments for Mortgage Insurance in exchange for sharing or modifying the mortgage insurer s risk or reducing losses If such agreement provides that an affiliate of Lender takes a share of the insurer s risk in exchange for a share of the premiums paid to the insurer the arrangement is often termed captive reinsurance " Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance or any other terms of the Loan Such agreements will not increase the amount Borrower will owe for Mortgage Insurance and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law These rights may include the right to receive certain disclosures to request and obtain cancellation of the Mortgage Insurance to have the Mortgage Insurance terminated automatically and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination

11 Assignment of Miscellaneous Proceeds Forfeiture All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender s security is not lessened During such repair and restoration period Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender s satisfaction provided that such inspection shall be undertaken promptly Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds If the restoration or repair is not economically feasible or Lender's security would be lessened the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess if any paid to Borrower Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2

In the event of a total taking, destruction or loss in value of the Property the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with the excess if any paid to Borrower

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking destruction or loss in value unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking destruction or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction or loss in value Any balance shall be paid to Borrower

In the event of a partial taking destruction or loss in value of the Property in which the fair market value of the Property immediately before the partial taking destruction or loss in value is less than the amount of the sums secured immediately before the partial taking destruction, or loss in value unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due "Opposing Party means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds

Borrower shall be in default if any action or proceeding whether civil or criminal is begun that in Lender s judgment, could result in forfeiture of the Property or other material impairment of Lender s interest in the Property or rights under this Security Instrument Borrower can cure such a default and if acceleration has occurred, reinstate as provided in Section 19 by causing the action or proceeding to be dismissed with a ruling that in Lender s judgment, precludes forfeiture of the Property or other material impairment of Lender s interest in the Property or rights under this Security Instrument The proceeds of any award or claim for damages that are attributable to the impairment of Lender s interest in the Property are hereby assigned and shall be paid to Lender

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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12 Borrower Not Released Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including without limitation Lender s acceptance of payments from third persons entities or Successors in Interest of Borrower or in amounts less than the amount then due shall not be a waiver of or preclude the exercise of any right or remedy

13 Joint and Several Liability Co-signers Successors and Assigns Bound Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several However any Borrower who co-signs this Security Instrument but does not execute the Note (a co signer) (a) is co-signing this Security Instrument only to mortgage grant and convey the co-signer's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower can agree to extend modify forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer s consent.

Subject to the provisions of Section 18 any Successor in Interest of Borrower who assumes Borrower s obligations under this Security Instrument in writing and is approved by Lender shall obtain all of Borrower s rights and benefits under this Security Instrument. Borrower shall not be released from Borrower s obligations and liability under this Security Instrument unless Lender agrees to such release in writing The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender

14 Loan Charges Lender may charge Borrower fees for services performed in connection with Borrower s default, for the purpose of protecting Lender s interest in the Property and rights under this Security Instrument including but not limited to attorneys fees property inspection and valuation fees In regard to any other fees the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note) Borrower s acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge

15 Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower s notice address if sent by other means Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower shall promptly notify Lender of Borrower s change of address If Lender specifies a procedure for reporting Borrower s change of address then Borrower shall only report a change of address through that specified procedure There may be only one designated notice address under this Security Instrument at any one time Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender s address stated herein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender If any notice required by this Security Instrument is also required under Applicable Law the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument

16 Governing Law, Severability Rules of Construction This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract In the event that any provision or clause of this Security Instrument or the Note conflicts with

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Applicable Law such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender (b) words in the singular shall mean and include the plural and vice versa and (c) the word may gives sole discretion without any obligation to take any action

17 Borrower's Copy Borrower shall be given one copy of the Note and of this Security Instrument

18 Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 18 "Interest in the Property" means any legal or beneficial interest in the Property including, but not limited to those beneficial interests transferred in a bond for deed contract for deed installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent Lender may require immediate payment in full of all sums secured by this Security Instrument However this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

If Lender exercises this option Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

19 Borrower's Right to Reinstate After Acceleration If Borrower meets certain conditions Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred (b) cures any default of any other covenants or agreements (c) pays all expenses incurred in enforcing this Security Instrument including but not limited to reasonable attorneys' fees property inspection and valuation fees and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms as selected by Lender (a) cash (b) money order (c) certified check bank check treasurer's check or cashier's check provided any such check is drawn upon an institution whose deposits are insured by a federal agency instrumentality or entity or (d) Electronic Funds Transfer Upon reinstatement by Borrower this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However this right to reinstate shall not apply in the case of acceleration under Section 18

20 Sale of Note Change of Loan Servicer Notice of Grievance The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note this Security Instrument and Applicable Law There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note If there is a change of the Loan Servicer Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser

Neither Borrower nor Lender may commence join or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of or any duty owed by reason of this Security Instrument until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action If Applicable Law provides a time period which must elapse before certain action can be taken that time period will be deemed to be reasonable for purposes of this paragraph The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

Richland County ROD
John G. Norris
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Instrument 2002076106 Book/Page R704 3449 DateTime 9/18/2002 4 03 06 PM

R chland County ROD

John G Norris

21 Hazardous Substances. As used in this Section 21 (a) Hazardous Substances" are those substances defined as toxic or hazardous substances pollutants or wastes by Environmental Law and the following substances gasoline kerosene other flammable or toxic petroleum products toxic pesticides and herbicides volatile solvents materials containing asbestos or formaldehyde and radioactive materials (b) Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health safety or environmental protection (c) Environmental Cleanup includes any response action remedial action or removal action as defined in Environmental Law and (d) an Environmental Condition means a condition that can cause contribute to or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence use disposal, storage, or release of any Hazardous Substances or threaten to release any Hazardous Substances on or in the Property Borrower shall not do nor allow anyone else to do anything affecting the Property (a) that is in violation of any Environmental Law (b) which creates an Environmental Condition or (c) which due to the presence use or release of a Hazardous Substance creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including but not limited to hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation claim demand lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge (b) any Environmental Condition including but not limited to any spilling leaking discharge release or threat of release of any Hazardous Substance and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property If Borrower learns or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lender for an Environmental Cleanup

NON UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

22 Acceleration Remedies Lender shall give notice to Borrower prior to acceleration following Borrower s breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise) The notice shall specify (a) the default (b) the action required to cure the default (c) a date not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22 including but not limited to reasonable attorneys fees and costs of title evidence all of which shall be additional sums secured by this Security Instrument

23 Release. Upon payment of all sums secured by this Security Instrument this Security Instrument shall become null and void Lender shall release this Security Instrument Borrower shall pay any recordation costs Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law

24 Homestead Waiver Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law

25 Waiver of Appraisal Rights The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction TO THE EXTENT PERMITTED BY LAW THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12 37 250 of the South Carolina Code of Laws

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Instrument 2002076106 Book/Pag R704 3450 D t Time 9/18/2002 4 03:06 PM

26 **Future Advances** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon attorneys fees and court costs.

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it

SEL PROPERTIES LLC

By _____ (Seal) Borrower
STEPHEN E. LIPSCOMB MEMBER MANAGER

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) -Borrower

Signed, sealed and delivered in the presence of

Laura McDonnold

Timothy D Quinn

State of South Carolina
County of Richland

I Timothy D Quinn Notary Public (name and title) do hereby certify that

Laura McDonnold personally appeared

before me this day and acknowledged the due execution of the foregoing instrument

Witness my hand and official seal (where required by law) this the 1st day of August 2002

Laura McDonnold

Timothy D Quinn
Notary Public for South Carolina

My commission expires 1/17/2010

Richland County ROD
John G Norris
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Instrument 2002076106 Book/Page R704 3451 DateTime 9/18/2002 4 03 06 PM

Richland Co nty ROD

John G Norris

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 1st day of August 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust, or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower') to secure Borrower s Note to

SECURITY FEDERAL BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at

[redacted] South Carolina, 29063

[Property Address]

1-4 FAMILY COVENANTS In addition to the covenants and agreements made in the Security Instrument Borrower and Lender further covenant and agree as follows

A ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT In addition to the Property described in Security Instrument the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature whatsoever now or hereafter located in on or used, or intended to be used in connection with the Property including, but not limited to those for the purposes of supplying or distributing heating, cooling, electricity gas water air and light, fire prevention and extinguishing apparatus security and access control apparatus plumbing, bath tubs water heaters water closets sinks ranges stoves refrigerators dishwashers disposals, washers dryers awnings storm windows storm doors, screens, blinds shades curtains and curtain rods attached mirrors cabinets paneling and attached floor coverings all of which, including replacements and additions thereto shall be deemed to be and remain a part of the Property covered by the Security Instrument All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Property "

B USE OF PROPERTY COMPLIANCE WITH LAW Borrower shall not seek agree to or make a change in the use of the Property or its zoning classification unless Lender has agreed in writing to the change Borrower shall comply with all laws ordinances, regulations and requirements of any governmental body applicable to the Property

C. SUBORDINATE LIENS Except as permitted by federal law Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender s prior written permission

D RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5

E BORROWER S RIGHT TO REINSTATE" DELETED Section 19 is deleted

F BORROWER'S OCCUPANCY Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower s occupancy of the Property is deleted

G ASSIGNMENT OF LEASES Upon Lender s request after default Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

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Instrument 2002076106 Book/Page R704 3452 DateTime 9/18/2002 4 03 06 PM

Richland County ROD

John G Norris

of the Property Upon the assignment Lender shall have the right to modify extend or terminate the existing leases and to execute new leases in Lender s sole discretion As used in this paragraph G the word lease shall mean "sublease" if the Security Instrument is on a leasehold

H ASSIGNMENT OF RENTS APPOINTMENT OF RECEIVER LENDER IN POSSESSION Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues (Rents") of the Property regardless of to whom the Rents of the Property are payable Borrower authorizes Lender or Lender s agents to collect the Rents and agrees that each tenant of the Property shall pay the Rents to Lender or Lender s agents However Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender s agent This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of default to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only to be applied to the sums secured by the Security Instrument (ii) Lender shall be entitled to collect and receive all of the Rents of the Property (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender s agents upon Lender s written demand to the tenant (iv) unless applicable law provides otherwise all Rents collected by Lender or Lender s agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents including but not limited to attorney s fees, receiver s fees, premiums on receiver s bonds repair and maintenance costs insurance premiums taxes assessments and other charges on the Property and then to the sums secured by the Security Instrument (v) Lender Lender s agents or any judicially appointed receiver shall be liable to account for only those Rents actually received and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed and will not perform any act that would prevent Lender from exercising its rights under this paragraph

Lender or Lender s agents or a judicially appointed receiver shall not be required to enter upon take control of or maintain the Property before or after giving notice of default to Borrower However Lender or Lender s agents or a judicially appointed receiver may do so at any time when a default occurs Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

I CROSS-DEFAULT PROVISION Borrower s default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument

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Instrument 2002076106 Book/Page R704 3453 DateTime 9/18/2002 4 03 06 PM

BY SIGNING BELOW Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider

SEL PROPERTIES, LLC

By _____ (Seal)
Stephen E Lipscomb Member Manager Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

ITEM 1790L3 (0011) *(Page 3 of 3 pages)*

GREATLAND
T Order Call 1-800-530-9393 Fax 616-791-1131

Richland County ROD

John G Norris

This document is to cale

Instrument 2002076106 Book/Page R704 3454 DateTime 9/18/2002 4 03 06 PM

CONSTRUCTION MORTGAGE LOAN RIDER

This Construction Mortgage Loan Rider is made this day August 1 2002 and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Deed to Secure Debt (the Security Instrument) of same date given by the undersigned (the Borrower) to secure Borrower s Construction Mortgage Note to SECURITY FEDERAL BANK (the Lender") of the same date (the Note) and covering the property described in the Security Instrument and located at

_____ IRMO SC 29063
(Property Address)

CONSTRUCTION MORTGAGE LOAN PROVISIONS

The indebtedness evidenced by the Note is intended to finance the construction of improvements to the Property Borrower agrees to comply with the covenants and conditions of the Construction Loan Agreement, which is hereby incorporated by reference in and made a part of this Mortgage All advances made by Lender pursuant to the Construction Loan Agreement shall be indebtedness of Borrower secured by this Mortgage

In case of breach by Borrower of the covenants and conditions of the Construction Loan Agreement Lender at Lender's option with or without entry upon the property (I) may invoke any of the rights or the Construction Loan Agreement, (II) may accelerate the sums secured by this Mortgage and invoke those remedies provided in paragraph 18 hereof, or (III) may do both Prior to completion of the improvements, sums disbursed by Lender to protect the security of this Mortgage up to the principal amount of the Note shall be as disbursements pursuant to the Construction Loan Agreement and such sums disbursed by Lender in excess of the Principal amount of the Note shall be additional indebtedness of Borrower secured by this Mortgage All such sums shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefor

In witness whereof Borrower(s) has/have executed this Construction Mortgage Loan Rider this day August 1 2002

SEL PROPERTIES LLC

By _____
STEPHEN E LIPSCOMB, MEMBER MANAGER, Borrower

_____
Co-Borrower

MLD-C618 SF 07-03 97 (Rev)

Richland County ROD

John G Norris

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Instrument 2002076106 Book/Page R704 3455 DateTime 9/18/2002 4 03 06 PM

EXHIBIT A

All that certain piece, parcel of lot of land with the improvements thereon, situate lying and being in the County of Richland, State of South Carolina, the same being shown as Lot No Fourteen (14) on a plat prepared for K & L Contracting, LLC by Cox and Dinkins Inc Dated August 28 2002 and recorded in the Richland County ROD in Book 704 at Page 3439 and having such metes and bounds as are shown by reference to said plat

Street Address

TMS # Portion of 02600-04 02

Derivation This being the same property conveyed to SEL Properties LLC from Robert E Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County ROD

John G Norris

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Instrument 2004045654 Book/Page R943 3061 DateTime 6/8/2004 11 32 56 AM

(11)

5800003509

After Recording Return To

Book 00704 3440 Mortgage
2002076106 09/18/200.. 16 03 06 65
Fee $22 00 County Tax $0 00 State Tax $0 00

2002076106 John G Norris Richland County ROD

THE 30th DAY OF March, 2004 THIS MORTGAGE SATISFIED
SECURITY FEDERAL BANK FORMERLY
SECURITY FEDERAL SAVINGS BANK OF SC FORMERLY
SECURITY FEDERAL SAVINGS & LOAN ASSN OF AIKEN
(THE NAME CHANGE EFFECTED BY AMENDMENT TO CHART...
WITNESS: Paul Patton

R04-167 [Space Above This Line For Recording Data] 140006522

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3 11 13 18 20 and 21 Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) **"Security Instrument"** means this document, which is dated **August 1 2002** together with all Riders to this document

(B) **"Borrower** is **SEL PROPERTIES LLC**

Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is **SECURITY FEDERAL BANK**

Lender is a **CORPORATION** organized and existing under the laws of **THE UNITED STATES OF AMERICA** Lender s address is

1705 WHISKEY ROAD SOUTH AIKEN SC 29803

Lender is the mortgagee under this Security Instrument.

(D) **Note** means the promissory note signed by Borrower and dated **August 1 2002** The Note states that Borrower owes Lender **One Hundred Eighty Thousand Four Hundred Dollars And No Cents** Dollars (U S **$ 180 400 00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1 2003**

(E) **"Property"** means the property that is described below under the heading Transfer of Rights in the Property

(F) **Loan"** means the debt evidenced by the Note plus interest, any prepayment charges and late charges due under the Note and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ Other(s) [specify] CONSTRUCTION MORTGAGE LOAN RIDER
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	

Book 00943 3061 Satisfaction of Mort
2004045654 06/08/2004 11 32 56 45
Fee $5 00 County Tax $0 00 Stat Tax $0 00

2004045654 John G Norris Richland County ROD

IFORM INSTRUMENT

Form 3041 1/01

GREATLAND ■
T Order Call 1-800-530-9393 ☐ Fax 616-791 1131

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Instrument 2002092429 Book/Page R723 3625 Date/Time 11/12/2002 9 08 37 AM

TESTE
TRUE COPY
Richland R. M. C.

STATE OF SOUTH CAROLINA)
) PARTIAL RELEASE OF MORTGAGE
COUNTY OF RICHLAND)

FOR VALUE RECEIVED the undersigned owner and holder of the note ard mortgage heretofore given by SEL Properties LLC to The National Bank of South Carolina, dated November 19 2001 and recorded November 19 2001 in Book 591 at page 1867 in the Office of the ROD for Richland County does hereby release from the lien thereof the following described property

All that certain piece parcel of lot of land, with the improvements thereon, situate lying and being in the County of Richland, State of South Carolina, the same being shown as Lot No Fourteen (14) on a plat prepared for K & L Contracting, LLC by Cox and Dinkins Inc dated August 28 2002 and recorded in the Richland County ROD in Book 704 at Page 3439 and having such metes and bounds as are shown by reference to said plat

The lien of the aforesaid mortgage to remain in full force and effect and as it pertains to all other property described in said mortgage

IN WITNESS WHEREOF The National Bank of South Carolina has caused these presents to be executed this 8th day of November, 2002

WITNESSES

Marcia Ford

Melissa D Munn

The National Bank of South Carolina

Margaret J Simkins

By MARGARET J SIMKINS
Its REAL ESTATE ADMINISTRATION OFFICER

Book 00723 3625
20020924 9 11/12/2002 09 08 37 96
Fee $7.00 County Tax $0 00 State Tax $0 00

Partial Release of M

20020924 John G Norris Richland County ROD

Richland County ROD

John G Norris

This document is not to scale

Instrument 2002092429 Book/Page R723 3626 DateTime 11/12/2002 9 08 37 AM

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named The National Bank of South Carolina, by MARGARET J SIMKINS, its RE ADMIN Officer sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

8th day of November, 2002

(L S)
Notary Public for South Carolina

My Commission Expires January 26 2009

Richland County ROD

John G Norris

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A Settlement Statement

U S Department of Housing and Urban Development

HUD 1 (3/86) OMB No 2502 026

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins an e Case N mbe
1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Co iv Ins CASH	CAPONEGRO 167		

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
Cab el L Caponegro and Olga D Caponegro	K & L Contracting LLC	

G P operty Location	H Settlement Agent	
2 Whetstone Creek Court Irmo SC 29063	Gillis Law Firm	
	Place of Settlement 125 Executive Pointe Boulevard Columbia, SC 29210	I Settlement Date 03/26/04

J Summary of Borrower's Transaction		K Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	283 000 00	401 Contract sales price	283 000 00
102 Personal property		402 Personal property	
103 Settleme t charges to borrower (line 1400)	2 279 45	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessm nts to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	285,279 45	420 Gross Amount Due To Seller	283 000 00
200 Amounts Paid By Or In Behalf Of Borrower		500 Reductions In Amount Due To Seller	
201 Deposit or earnest money	2 500 00	501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	20 437 67
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan Security Federal Bank	180 526 11
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01/04 to 03/26/04	211 75	511 County taxes 01/01/04 to 03/26/04	211 75
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	2,711 75	520 Total Reduction Amount Due To Seller	201 175 53
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from borrower (line 120)	285 279 45	601 Gross amount due to seller (line 420)	283 000 00
302 Less am ounts paid by/for bor owe (l ne 220)	(2 711 75)	602 Less reductions in amt due seller (l ne 520)	(201 175 53)
303 Cash ☒ From ☐ To Borrower	282 567 70	603 Cash ☒ To ☐ From Seller	81 824 47

L Settlement Charges

			Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700 Total Sales/Broker's Commission based on price $283 000 00	@	6 0 % = 16 980 00		
Division of Commission (line 700) as follows				
701 $8 490 00	to Russell & Jeffcoat	(includes 2 500 00 deposit)		
702 $8 490 00	to Dutch Fork Realty			
703 Commission paid at Settlement				16 980 00
704				
800 Items Payable In Connection With Loan				
801 Loan Origination Fee	%			
802 Loan Discount	%			
803 Appraisal Fee	to			
804 Credit Report	to			
805 Lender's Inspection Fee				
806 Mortgage Insurance Application Fee to				
807 Assumption Fee				
808				
809				
810				
811				
812				
813				
814				
900 Items Required By Lender To Be Paid In Advance				
901 Interest from to	@ $	/day		
902 Mortgage Insurance Premium for	months to			
903 Hazard Insurance Premium for	1 years to Nationwide		1 120 00	
904	years to			
905				
1000 Reserves Deposited With Lender				
1001 Hazard Insurance	months @ $	per month		
1002 Mortgage Insurance	months @ $	per month		
1003 City property taxes	months @ $	per month		
1004 County property taxes	months @ $	per month		
1005 Annual assessments	months @ $	per month		
1006	months @ $	per month		
1007	months @ $	per month		
1008 Aggregate Adjustment	months @ $	per month		
1100 Title Charges				
1101 Settlement or closing fee	to			
1102 Abstract or title search	to Abstract Title		124 00	
1103 Title examination	to			
1104 Title insurance binder	to 2nd Battalion Title		75 00	
1105 Document preparation	to Gillis Law Firm			100 00
1106 Notary fees	to			
1107 Attorney's fees	to Gillis Law Firm		350 00	
(includes above items numbers	)			
1108 Title insurance	to 2nd Battalion Title		595 25	
(includes above items numbers	FA HC / Resid	)		
1109 Lender's coverage	$			
1110 Owner's coverage	$ 283 000 00	premium 595 25		
1111				
1112 UPS Express Mail Fee to Gillis Law Firm				15 00
1113				
1200 Government Recording and Transfer Charges				
1201 Recording fees Deed $10 10	Mortgage $	Release $	10 10	
1202 City/county tax/stamps Deed $1 047 10	Mortgage $			1 047 10
1203 State tax/stamps Deed $	Mortgage $			
1204 Record Survey to Richland County ROD			5 10	
1205 Release Fee to Gillis Law Firm				6 00
1300 Additional Settlement Charges				
1301 Survey to Cox and Dinkins Inc				300 00
1302 Pest inspection to				
1303 Heat & Air Inspection		N/A		
1304 Home Warranty to 2 10 HBW				953 25
1 05 2003 Taxes (1 02f06-01 01) to Richland County Treasurer				1 036 32
1400 Total Settlement Charges (enter on lines 103 Section J and 502 Section K)			2 279 45	20 437 67

CRC 14

RUSSELL & JEFFCOAT REALTORS® INCORPORATED

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 DATE A contract to purchase is offered this 16th day of February year 2004
by Gabriel & Olga Caponegro Purchaser(s)
to H & L Builders, LLC Seller(s)

2. PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any located in Richland County South Carolina and being described as follows
Street _____ City Irmo Zip 29063
TMS# _____ Subdivision Courtyards at Rollings Creek

3. PRICE The sales price is $ 281,000 to be paid as follows
A $ 1000 upon acceptance Earnest money paid by [ ] cash [X] check [ ] other, held in trust by Russell & Jeffcoat
B. $ -0- Additional earnest money to be deposited with _____ prior to _____
C $ 280,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ -0- Loan amount (type marked below) to be obtained by Purchaser

4. FINANCING
A. Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [ ] CONVENTIONAL [ ] SELLER [X] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C. In a cash transaction Purchaser agrees to provide Seller or Seller's Agent, within ten (10) business days of acceptance of the contract written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising, according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5. CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing costs to be paid by the Buyer and the Purchaser's prepaid items to be paid by the Buyer PMI, FHA-MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the Buyer [ ] To be financed. Discount Points (if any) to be paid by Buyer
If Seller pays closing costs prepaid items (PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee), and/or discount points on behalf of Purchaser, Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ NA

6. LOAN PROCEEDING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above, from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing. If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank.

5467

Form 100
8/05 Purchaser's initials ( ) DATE 2/16/04 HAVE READ THIS PAGE. Seller's initials (___/___) DATE _____ HAVE READ THIS PAGE.

FEB-16-2004 16 03 FROM RUSSELLBUFFCOAT 8037324517 TO 8037499100 P 001/005

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7 ADDITIONAL CONTINGENCIES

[ ] Complete the sale and closing of Purchaser's property located at _____

It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract, remains in effect Should Seller be presented another contract and if accepted, this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request

[✓] Complete the closing of the sale of Purchaser's property currently under contract on or before _____ April 30 2004 Property is located at 6 A Strawberry Lane All documentation pertaining to this sale will be provided by Purchaser upon request Lady's Island, SC

[ ] Other _____

8 INSPECTIONS

A Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accompanied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.

(a) If Seller accepts addendum, Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum, Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided, or Purchaser's acceptance of the deed at closing, shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s)

B Termite Inspection

Notwithstanding the provisions of Section 8A, [ ] Purchaser [✓] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages, detached buildings or detached structure(s) of every kind, is free and clear of termites, water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing. Seller to provide transferable termite bond

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [✓] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing

D. Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead-based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller s Agent) a written contract addendum listing the specific existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978, a "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

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7 ADDITIONAL CONTINGENCIES

[ ] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract, remains in effect. Should Seller be presented another contract, and it accepted, this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing, the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

[✓] Complete the closing of the sale of Purchaser's property currently under contract, on or before _____ April 30 1999. Property is located at 1A Whitney Lane, Bluffton, SC. All documentation pertaining to this sale will be provided by Purchaser upon request.

[ ] Other _____

8. INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract, to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period, Section 8A is nullified in its entirety.

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s); otherwise, Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.

(a) If Seller accepts addendum, Purchaser agrees to complete this sale according to the terms and conditions of this contract.

(b) If Seller modifies addendum, Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(c) If Seller rejects addendum, Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided, or Purchaser's acceptance of the deed at closing, shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s).

B. Termite Inspection

Notwithstanding the provisions of Section 8A, [ ] Purchaser [✓] Seller shall at his expense, furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages, detached buildings or detached structure(s) of every kind is free and clear of termites, water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs, the Seller agrees to have it corrected at his expense prior to closing. Seller to provide transferable termite bond

C. Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [✓] Seller shall furnish, at his expense, a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing.

D. Lead-Based Paint Inspection

If this home was built prior to 1978, it may contain lead-based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option, elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs, the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978, a "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

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Purchaser's Initials [illegible] DATE [illegible] HAVE READ THIS PAGE. Seller's Initials (____/____) DATE _____ HAVE READ THIS PAGE.

FEB-16-2004 16 04 FROM RUSSELL&JEFFCOAT 8037324517 TO 8037499100 P 002/005

5471

9. CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied, and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first.

(C) After any inspection by Purchaser and after repairs, if any made as a result of any such inspection, the Seller agrees to maintain the property including yard maintenance, heating and air conditioning, plumbing and electrical systems and all appliances to be conveyed, in proper operative condition, normal wear and tear excepted, until the day of closing or the day possession is given whichever occurs first. Seller warrants that to the best of his knowledge, information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

(D) Seller represents that the property is connected to [✓] public/community sewer system or to [ ] a septic tank and to [✓] public/community water system, or to [ ] well system and [ ] is located in flood zone or [✓] is not located in flood zone

(E) Seller represents that the property [✓] is or [ ] is not subject to a mandatory association fee (i.e. homeowner's association/regime or otherwise). If property is subject to a mandatory fee the fee is $ _____ per _____ and the fee [ ] is or [ ] is not current. Purchaser [✓] has [ ] has not received copy of restrictions/covenants if applicable

(F) Seller warrants that the property [ ] is or [✓] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise. If the property is subject of a special assessment the assessment [ ] has or [ ] has not been paid

(G) [✓] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement.

[✓] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws.

10. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances rules and regulations. Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances, except as herein stated. All statutory deed transfer fees shall be the responsibility of Seller. Purchaser shall pay for recording of deed. The deed shall be prepared in the name of Gabriel F. + Olga D Caporaso and delivered to stipulated place of closing. This transaction shall be closed on or before Sept 30, 2004

11. POSSESSION

~~Within twenty-four (24) hours after~~ The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until the title to this property has passed to the Purchaser. Seller agrees to deliver the property free of debris, in a clean condition with landscaping maintained. Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing.

12. FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises, such as: shrubbery trees, fences, shutters, blinds lamp posts, mail boxes, TV antennas satellite dishes Seller-owned security systems, clothes-line poles, curtain/drapery rods ceiling fans, attached mirrors light bulbs, switch plates, duct covers and built-ins such as equipment, appliances, cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale.)

13. REMARKS

Other conditions. all blinds to remain. Accent Blinds

Seller to provide survey.
Seller to complete punch list before closing.
Seller to clean carpets + remove all stains from carpet.
Seller to refinish hardwood floors + provide fresh finish.
Seller to provide gas logs, buyer to approve choice by seller.
Seller to provide insulated garage door with opener + two (2) remotes.
X Seller to provide top stones for brick fences.
Lawn + landscape to be cleaned, maintained + in good condition at closing.
Purchaser to provide evergreen screen to block view of ~~$2500~~ house behind entrance wall in sub division
Seller to provide utilities for home inspection.
Sprinkler system to be in proper working order

14. ADJUSTMENTS

Taxes water sewer charges fuel oil, propane electricity natural gas rents when applicable and all other assessments including homeowners association fees, regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract.

5

March 30

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Purchaser's Initials (JB, CW) DATE 1/18/04 HAVE READ THIS PAGE. Seller's Initials (____/____) DATE _____ HAVE READ THIS PAGE.

5473

15. FIRE OR CASUALTY In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract. Upon such termination, the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract.

16. DEFAULT If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded, one-half of the earnest money shall then be paid to the Broker(s), not to exceed the commission due such Broker, and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract, the prevailing party and Broker(s) shall be entitled to the award of their costs, including reasonable attorney's fees

17 MEDIATION Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s), Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing, condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15-48-10. et seq. shall not apply to this contract.

18. ENTIRE CONTRACT BINDING CONTRACT The parties agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives, successors and assigns as state law permits

19. EARNEST MONEY Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds, held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party, Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership. The earnest money as noted [✓] will [ ] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

20. SURVEY TITLE EXAMINATION, INSURANCE The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing.

21 EXTENSION AGREEMENT Time is of the essence. If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction, if terms and conditions of section 4C have been met, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22. BROKERAGE FEE All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing, subject to any contingencies specified herein.

23. NON-RESIDENT TAX Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-9-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute Dyr builders

24. HOME WARRANTY COVERAGE Both parties understand that A home warranty [✓] will [ ] will not be provided at closing If applicable the warranty premium will be paid at closing by the Seller in the amount of $ _____ and provided by _____ Home Warranty Company and written through the _____ Broker

25. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 4 o clock P m.(ET) on Feb 16, 2001 unless accepted or countered by Seller in written form prior to such time

26. FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

27 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

5474

Purchaser's Initials [illegible] DATE 1/16/04 HAVE READ THIS PAGE. Seller's Initials (____/____) DATE _____ HAVE READ THIS PAGE

FEB-16-2004 16 06 FROM RUSSELLBUFFCORT 8037524517 TO 8037499108 P 004/005

5475

28. DEFINITIONS In this contract, a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays.

29. HUD/CLOSING STATEMENT RELEASE Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction.

30. MEGAN'S LAW The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 DISCLAIMER The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto, including but not limited to termite damage, roof basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure, (B) Give no warranty, express or implied, concerning the condition of the property any matters which would be reflected by a current survey of the property, or the accuracy of the square footage heated or unheated; (C) Give no warranty express or implied, as to title (D) Give no warranty, express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied, as to projected income value or other possible benefits to the Purchaser

This is a legally binding contract. Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date 2/16/04	SSN
Witness as to Purchaser	Purchaser	Date 2/16/04	SSN
Witness as to Seller	Seller	Date	SSN
Witness as to Seller	Seller	Date	SSN

Listing Agent	Office	Telephone Number
Selling Agent	Office Russell & Jefferst	Telephone Number 781-0088

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK ____ M. (ET) ON _____ (DATE).

5476

Counter-offer - CRC 14

RUSSELL & JEFFCOAT REALTORS® INCORPORATED

CONTRACT OF SALE

Re Isec 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation. Purchaser and Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 **DATE** A contract to purchase is offered this 16th day of February year 2004
by Gabriel + Olga Caparaegro Purchaser(s)
to K + L Builders, LLC Seller(s)

2 **PROPERTY DESCRIPTION** Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon if any located in Richland County South Carolina, and being described as follows
Street _____ City Irmo Zip 29063
TMS# _____ Subdivision Countryside at Rolling Creek

3 **PRICE** The sales price is $ ~~281,000~~ 285,000 to be paid as follows
2,500 A. $ ~~1000~~ upon acceptance Earnest money paid by ( ) cash (X) check ( ) other, held in trust by Russell & Jeffcoat
B. $ -0- Additional earnest money to be deposited with _____ prior to _____
282,500 C. $ 280,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ -0- Loan amount (type marked below) to be obtained by Purchaser

4 **FINANCING**
A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA), [ ] CONVENTIONAL, [ ] SELLER [X] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent, within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more.

5 **CLOSING COSTS DISCOUNT POINTS** If a new loan is obtained Purchaser's closing costs to be paid by the Buyer and the Purchaser's prepaid items to be paid by the Buyer
PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the Buyer
[ ] To be financed. Discount Points (if any) to be paid by Buyer
If Seller pays closing costs prepaid items (PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee) and or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ NA

6 **LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES** Purchaser agrees to apply for financing as stated above, from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract Contract is contingent upon above financing. If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank.

7 ADDITIONAL CONTINGENCIES

[ ] Complete the sale and closing of Purchaser's property located at _____

It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract, remains in effect. Should Seller be presented another contract, and if accepted, this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove this contingency, Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing, the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

[X] Complete the closing of the sale of Purchaser's property currently under contract on or before _____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request.

[ ] Other _____

8 INSPECTIONS

A Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract, to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period, Section 8A is nullified in its entirety.

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.

(a) If Seller accepts addendum, Purchaser agrees to complete this sale according to the terms and conditions of this contract.

(b) If Seller modifies addendum, Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(c) If Seller rejects addendum, Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s).

B Termite Inspection

Notwithstanding the provisions of Section 8A, [ ] Purchaser [X] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages, detached buildings or detached structure(s) of every kind is free and clear of termites, wood and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs, the Seller agrees to have it corrected at his expense prior to closing. Seller to provide transferable Termite Bond

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A, [ ] Purchaser [X] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing.

D Lead-Based Paint Inspection

If this home was built prior to 1978, it may contain lead-based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller or Seller's Agent) a written contract addendum listing the specific existing deficiencies, corrective actions needed, and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978, a "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

BOB 2 of 5 Purchaser's Initials _____ DATE _____ HAVE READ THIS PAGE. Seller's Initials (PK) DATE 2/17/04 HAVE READ THIS PAGE.

FEB-16 2004 16 04 FROM RUSSELL FFCOMT 803-796-2951 TO 8227492129 P 002 OF 05

5523

9 **CONDITION OF PROPERTY** (A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied, and has made no representation as to the physical condition of the property or the existence of improvements, services, appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first.

(C) After any inspection by Purchaser and after repairs, if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed, in proper operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property.

(D) Seller represents that the property is connected to [✓] public/community sewer system or to [ ] a septic tank; and to [✓] public/community water system or to [✓] well system and [ ] is located in flood zone or [✓] is not located in flood zone.

(E) Seller represents that the property [✓] is or [ ] is not subject to a mandatory association fee [e. homeowner's association/regime o otherwise] If property is subject to a mandatory fee the fee is $ _____ per _____ and the fee [ ] is or [ ] is not current. Purchaser [✓] has [ ] has no received copy of restrictions/covenants if applicable

(F) Seller warrants that the property [ ] is or [✓] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment [ ] has or [ ] has not been paid.

(G) [✓] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement

[✓] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 **CONVEYANCE DATE OF CLOSING** Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations. Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances, except as herein stated. All statutory deed transfer fees shall be the responsibility of Seller. Purchaser shall pay for recording of deed. The deed shall be prepared in the name of Gabriel E. + Olga D Capparaso and delivered to stipulated place of closing. This transaction shall be closed on or before ~~April 30, 2004~~ March 30, 5 PK 3/17

11 **POSSESSION** ~~When~~ ~~twenty-four (24) hours after~~ the Seller will continue obligated to give possession or vacate the herein described property to the Purchaser ~~title~~ ~~to the property has passed to the Purchaser~~ Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained. Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing.

12 **FIXTURES AND PERSONAL PROPERTY** This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters, blinds lamp posts, mail boxes TV antennas satellite dishes Seller owned security systems clothes-line poles curtain/drapery rods ceiling fans attached mirrors light bulbs, switch plates duct covers and built ins, such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 **REMARKS** Other conditions: all blinds to remain

Seller to provide survey

Seller to complete punch list before closing

Seller to clean carpets + remove all stains from carpet.

Seller to refinish hardwood floors + provide finish

Seller to provide gas log, buyer to approve choice of unit

Seller to provide insulated garage door with opener + two (2) remotes.

PK 2/17/04 ~~Seller to provide [illegible] for back fence~~

Lawn Landscape to be cleaned, maintained + in good condition at closing

Allowance $ Developer to provide evergreen screen to block view of house behind entrance wall of subdivision

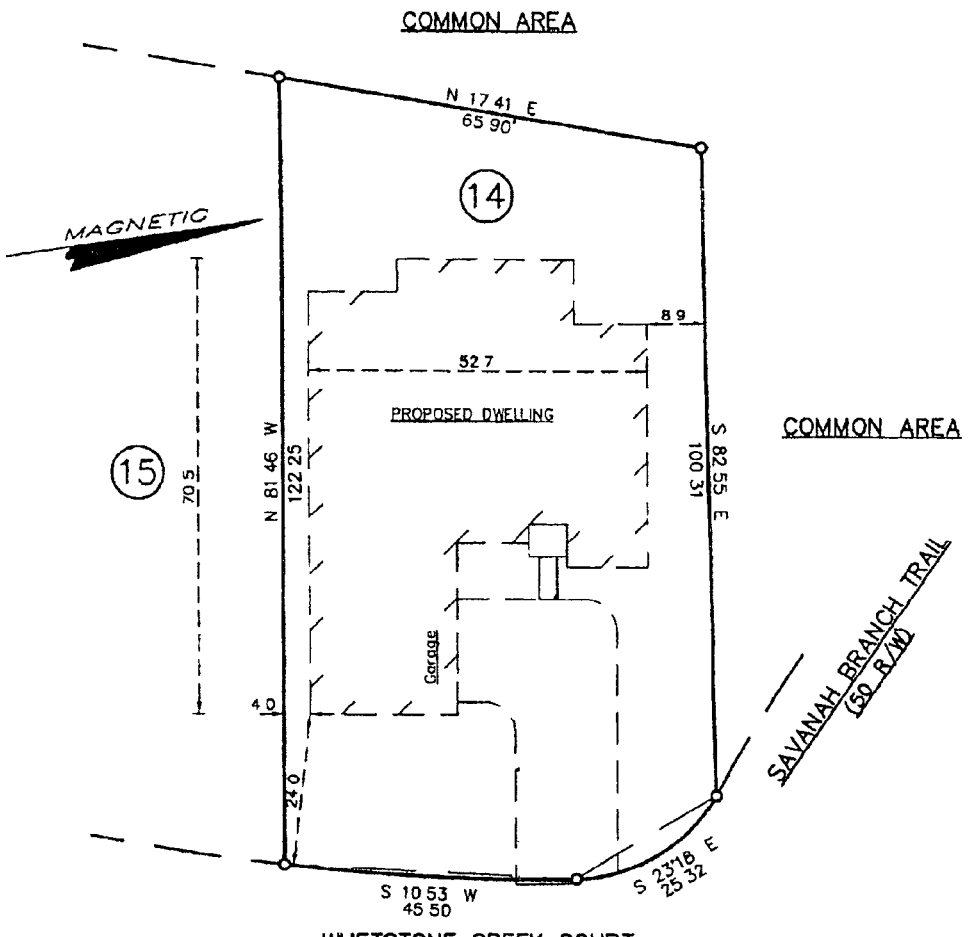
Seller to provide water for home inspection

Sprinkler system to be in proper working order

14 **ADJUSTMENTS** Taxes, water sewer charges, fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees, regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

Purchaser's Initials GE, OC DATE 2/17/04 HAVE HEAD HIS PAGE Seller's Initials PK, ___ DATE 2/17/04 HAVE HEAD THIS PAGE

FEB 16 2004 16 25 FROM RUSSELLJEFFCOAT 8037329517 TO 8237439108 P 003 005



NOTE

NO SETBACKS HAVE BEEN CONSIDERED IN THE PLACEMENT OF THE DWELLING BUILDER NEEDS TO VERIFY SETBACKS PRIOR TO CONSTRUCTION

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 14 ON A BONDED PLAT OF THE COURTYARDS at ROLLING CREEK PHASE ONE BY ASSOCIATED E & S INC DA ED JUNE 20 2002

4481

JULY 26 2002

1 = 20

0 10 20 40

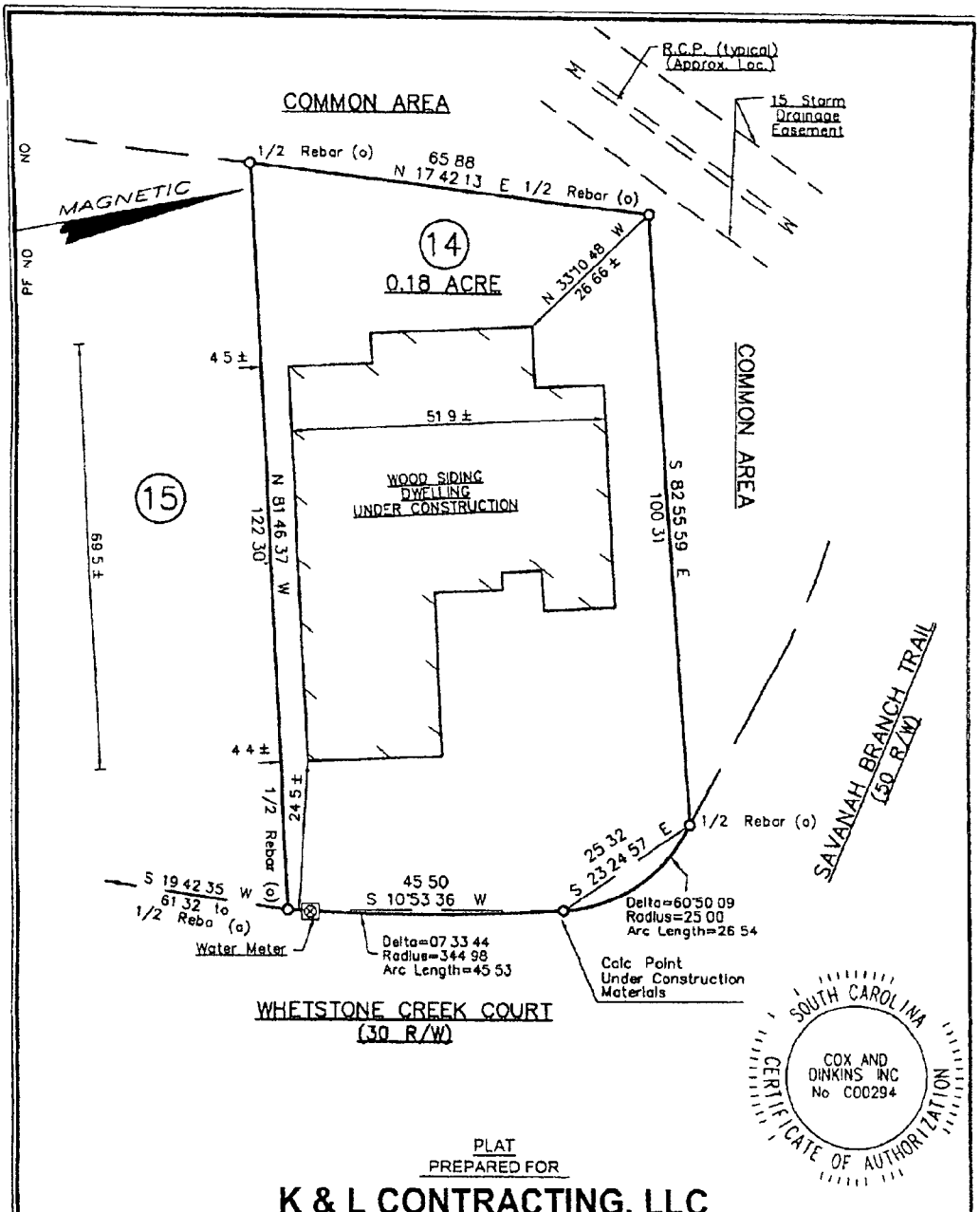
Cox and Dinkins Inc
Engineers Surveyors

6 4 HOLLY STREET
COLUMBIA SOUTH CAROLINA 29205
803.254 0518 Fax 803 765 0983
Ema l cd nc@co a sdi kins com

NOTES
1) No field wo k do a by us at tl is t me
2) Ver fy dwelling options and final dime sions with con racto before sta ting onst uct o
3) Thi Plot Pl l cept al drawing and contents now he ob ure sub ect t va tion pa tl al consi uction

REG LAND SURVEYOR NO 13517
J DON RAWLS JR

BOOK.	CHK S	TMS. 2600-4-2(Portion)	SF NO	NO	PROJ 2S14-CY dwg	BY 1



PLAT
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 14 ON A BONDED PLAT OF THE COURTYARDS AT ROLLING CREEK PHAS I BY ASSOCIATED E & S INC DATED JUNE 20 2002

4480

AUGUST 28 2002

1 = 20

0 10 20 40

Cox and Dinkins Inc
Engineers Surveyors

614 HOLLY STREET
COLUMBIA SOUTH CAROLINA 29205
803 254 0518 Fax 803 765 0993
Email cdinc@coxanddinkin com

I he eby state that to the b t f my l dge i fo mation d tail f the y vey sh w here was made in c dc c l h th eq eme ts f the Minimum Stic d ds Man l for th P actic of Land S rv in South C olin d m t e ceeds the requirem t f a Cl B su vey as specif d therein also the p e o visible enc achments o pr ja f on th bdn sh

REG LAND SURVEYOR NO 17926
RONALD W FISHER

BOOK M37-52-56	CHK 12	TMS 2600-4-2 (Por)	SF NO 310	NO 20	PROJ 2tm37-53 dwg	BY 11

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576-2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0203160	06/10/2002	$ 136243 00	$	

APPLICANT

LOCATION Richland County SC
TMS# 04-02 P
USEZONE RS LD FLOODZONE No
MOBILE DECAL
MOBILE MODEL

SUBDIVISION THE COURTYARDS @ ROLLING CREEK
LOT 15
UTILITIES
Electn
Sewer
Gas

OWNER K and L Contracting Co (803 254 8403)
APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOUSE

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single family houses attached or detached

OCCUPANCY TYPE
R

CONSTRUCTION TYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS
#STORIES 2
SQUARE FOOTAGE 1261 Sq Ft

SINGLE FAMILY ONLY
#BATHROOMS 0
#BEDROOMS 0
TOTAL ROOMS 0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 06/10/2002

WEB ADDRESS http //BuildingDepartment.com/projects
PERMIT NUMBER 0203160
PERMIT PIN 213615
Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com
printed July 17 2007

A

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan

1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unins | 4 [ ] VA 5 [ ] Conv Ins

6 File Number	7 Loan Number	8 Mortgage Ins Case #
200215 TGQ		

C Note: This form is furnished to give you a tatement of actu l settlement costs Amounts paid to and by the Settlement Agent are shown Items marked (p o c) were paid outside the closing they a e shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Addre s of Seller	F Name and Address of Lender
R & L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211		FIRST CITIZENS BANK 1230 MAIN STREET COLUMBIA SC 29202

G Property Location	H Settlement Agent	I Settlement Date
LOT 15 ROLLING [illegible]	TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	9/30/02 DISB DATE: 9/30/02

J Summary of Borrowe e Transaction		K. Summary of Seller e Tran ction	
100 Gros Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract ales p ice	0.00	401. Contract ales price	0 00
102 Personal property		402 Pe sonalproperty	
103 Se tlement ch rges to borrower (line1400)	38,177.92	403	
104		404	
105 HOLD	143,022.08	405	
Adjustments for items paid by seller in advance		Adju tments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxe to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Asse sments to	
109		409	
110		410	
111		411	
112		412	
120 Gros Amount Due From Borrower	181,200.00	420 Gros Amount Due To Seller	0.00
200 Amoun P id By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201. Deposit or earnest money	0.00	501. Ex ess deposit (see in tructions)	0.00
202 P nc pal amount of ew loan(s)	181,200 00	502 Set lement cha ges o seller (line 1400)	0 00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204		504. Payoff of first mortgage loan	
205		505. Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by eller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211 County taxes to		511 County taxes to	
212. As e sments to		512 As e sment to	
213		513	
214.		514	
215		515	
216		516	
217		517	
218		519	
219		519	
220 Total Paid By/For Borrower	181,200 00	520 Total Reduction Amount Due Seller	0 00
300. Cash At Settlement From/To Borrower		600 C sh At Settleme To/From Seller	
301 Gross Amount due from Borrower (line 120)	181,200 00	601 Gross amount due to Seller (line 420)	0 00
302. Le s amt paid by/for borrower(line 220)	(181,200 00)	602 Le s reduction in amt due seller(ln 520)	(0.00)
303 Cash [X] From [ ] To Borrower	0 00	603 Cash [ ] To [X] From Seller	0 00

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

TAX ID #

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA HB 4305 1

4771

L. Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700 Total Sales/Broker's Commission based on price $ 0.00 @ 00 %			
Division of commission (line 700) as follows			
701 $	to		
702 $	to		
703 Commission paid at settlement			
704			
800 Items Payable in Connection With Loan			
801 Loan origination Fee %			
802 Loan Discount %			
803 Appraisal Fee	to FIRST CITIZENS BANK	300.00	
804 Credit report	to		
805 Lender's Inspection Fee			
806 Mortgage Insurance Application Fee	to		
807 Assumption Fee			
808 LOAN FEE TO FIRST CITIZENS BANK		1,812 00	
809 FLOOD CERT FEE TO FIRST CITIZENS BANK		12.00	
810			
811			
812			
813			
814			
815			
900 Items Required By Lender To Be Paid In Advance			
901 Interest from to @$ /day			
902 Mortgage Insurance Premium for	months to		
903 Hazard Insurance Premium for	year to		
904			
905			
1000 Reserves Deposited With Lender			
1001 Hazard Insurance	months @$ per month		
1002 Mortgage Insurance	months @$ per month		
1003 City Property Taxes	months @$ per month		
1004 County Property Taxes	months @$ per month		
1005 Annual Assessments	months @$ per month		
1006 Flood Insurance	months @$ per month		
1007 Sanitary Tax	months @$ per month		
1008 AGGREGATE ACCOUNTING ADJ	months @$ per month	0 00	
1100 Title Charges			
1101 Settlement or closing fee	to		
1102 Abstract or title search	to		
1103 Title examination	to		
1104 Title insurance binder	to		
1105 Document Preparation	to DOC PREP	75 00	
1106 Notary fees	to		
1107 Attorney's fees	to TIM QUINN, ATTORNEY AT LAW	350 00	
(includes above item numbers 1101-1107)			
1108 Title insurance	to PERPETUAL TITLE	500 52	
(includes above item numbers)			
1109 Lender's coverage	$ 181,200 00		
1110 Owner's coverage	$		
1111			
1112			
1113			
1200 Government Recording and Transfer Charges			
1201 Recording fees: Deed $ .00 Mortgage $ 20 20 Releases $ 8 20		28 40	
1202 City/county tax/stamps: Deed $ Mortgage $			
1203 State tax/stamps: Deed $ 00 Mortgage $ .00			0 00
1204			
1205			
1300 Additional Settlement Charges			
1301 Survey to			
1302 Pest inspection to			
1303 PARTIAL RELEASE NBSC		33,600 00	
1304 LOT CLEARING		3,500.00	
1305			
1400 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		38,177.92	0.00

I have carefully reviewed the HUD 1 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 the HUD 1 Settlement Statement

K & L CONTRACTING LLC

Borrowers

Sellers

The HUD 1 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 this statement

Settlement Agent TIM QUINN ATTORNEY AT LAW

9/30/02

Date

WARNING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon conviction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

4772

OMB NO 2502 0265

A	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1 ☐ FHA 2 ☐ FmHA 3 ☐ CONV UNINS 4 ☐ VA 5 ☒ CONV INS 6 FILE NUMBER RE 04 110 | 7 LOAN NUMBER 30015155 8 MORTGAGE INS CASE NUMBER

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*

10 3/98 (ADGER JERRY B PFD/RE-04-1 0/1)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Jerry B Adger and Sheila H Adger SC 29063	SEL Properties LLC 120 Willow Creek Drive Irmo SC 29063	First Citizens Bank & Trust Co 1314 Park Street Columbia SC 29201

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 0999504 The Harrell Law Firm	I SETTLEMENT DATE
R chland County South Carolina	PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	February 13 2004

J SUMMARY OF BORROWER S TRANSACTION			K SUMMARY OF SELLER'S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			**400 GROSS AMOUNT DUE TO SELLER**		
101 Contract Sales Price		235 000 00	401 Contract Sales Price		235 000 0
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		4,190 05	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller n advance*		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 County Taxes	to		407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109 HOA Dues paid 02/14/04 to 01/01/05		747 81	409 HOA Dues paid 02/14/04 to 01/01/05		747 8
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		239 937 86	*420 GROSS AMOUNT DUE TO SELLER*		235 747 8
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit or earnest money		500 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)		223,250 00	502 Settlement Charges to Seller (Line 1400)		15 915 5
203 Exist ng loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to First Citizens Bank		166 359 7
205			505 Payoff of second Mortgage		
206			506 Deposit retained by broker		500 0
207			507		
208			508		
209			509		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Taxes	01/01/04 to 02/14/04	31 81	511 County Taxes	01/01/04 to 02/14/04	31 8
212 Assessments	to		512 Assessments	to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		223 781 81	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		182 807 1
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		239,937 86	601 Gross Amount Due To Seller (Line 420)		235 747 8
302 Less Amount Paid By/For Borrower (Line 220)		(223 781 81)	602 Less Reductions Due Seller (Line 520)		(182 807 1
303 CASH (X FROM) (TO) BORROWER		16 156 05	*603 CASH (X TO) (FROM) SELLER*		52 940 6

The undersigned hereby acknowledge rece pt of a completed copy of pages 1&2 of this statement & any attachments referred to here n

I HAVE CAREFULLY REVIEWED THE HUD 1 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 THE HUD 1 SETTLEMENT STATEMENT

Bo rower
Jerry B Adger
Sheila H Adger

Seller SEL Properties LLC
BY
President
ATTEST
Secretary/Treasurer

TO THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

The Harrell Law Firm
Settlement Agent

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

L SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
00	TOTAL COMMISSION Based on Price $ 235 000 00 @ 6 0000 %	14,100 00		
	Division of Commission (line 700) as Follows			
01	$ 6 550 00 to Dutch Fork Realty			
702	$ 6 550 00 to Asset Realty Inc	Less Deposit Retained 500 00		
703	Commission Paid at Settlement			12 600 00
704	to			
	Note Li e 701 Includes Adjustment of 500 00 For			
	Note Line 702 Includes Adjustment of 500 00 For			
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**			
801	Loa Ong nal on Fee 1 0000 % to First Citizens Bank & Trust Co of SC		2,232 50	
802	Loan Discount / to			
803	Appra sal Fee to Palmetto Home Team			225 00
804	Credit Report to ACRANET			17 00
805	Underwriting Fee to First Citizens Bank & Trust Co of SC			240 00
806	Ta Service Fee to FARETS			65 00
807	Flood Cert fication Fee to FDSI			12 00
808	Inspection Fee to Palmetto Home Team			75 00
809	Closing Fee to First Citizens Bank & Trust Co of SC			40 00
810	Applicat on Fee to First Citizens Bank & Trust Co of SC			46 00
8 1	Refund upfront fee to First Citizens Bank & Trust Co of SC		63 00	
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**			
901	Interest From 02/13/04 to 03/01/04 @ $ 35 170000/day (17 days 5 7500%)		597 89	
902	Mortgage Insurance Premium for months to			
903	Hazard Insu ance Prem um for 1 0 years to State Farm Insurance		659 00	
904				
905				
1000	**RESERVES DEPOSITED WITH LENDER**			
1001	Hazard Insurance 4 000 months @ $ 54 92 per month		219 68	
1002	Mortgage Insurance 2 000 months @ $ 124 65 per month		249 30	
1003	City/Town Taxes months @ $ per month			
1004	County Taxes 5 000 months @ $ 22 05 per month		110 25	
1005	Assessments months @ $ per month			
1006	months @ $ per month			
1007	months @ $ per month			
1008	Aggregate Adjustment months @ $ per month		22 07	
1100	**TITLE CHARGES**			
1101	Settlement o Closing Fee to			
1102	Abstract or Title Search to True Title			213 00
1103	UPS FEE (Docs) to The Harrell Law Firm			15 00
1104	Title I su ance Binder to Three Kings Title Insurance Agency			75 00
1105	Document Preparat on to The Harrell Law Firm			125 00
1106	Notary Fees to			
1107	Attorney's Fees to The Harrell Law Firm			400 00
	(ncludes above item numbers)			
1108	Title Insurance to Three Kings Title Insurance Agency		136 50	552 00
	(includes above item numbers)			
1109	Lender's Coverage $ 223 250 00	75 00		
1110	Owner's Coverage $ 235 000 00	688 50		
1111	Cop es Postages Fax Fees to The Harrell Law Firm		35 00	
1112	UPS Fee (Loan Package) to The Harrell Law Firm			25 00
1113	UPS Fee (Payoff) to The Harrell Law Firm			25 00
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**			
1201	Record ng Fees D ed $ 10 00 Mortgage $ 25 00 Releases $		35 00	
1202	City/County Tax/Stamps Deed Mortgage			
1203	State Tax/Stamps Revenue Stamps 869 50 Mortgage			869 50
1204	Satisfact ons to The Harrell Law Firm			5 00
1205	Assignment			
1300	**ADDITIONAL SETTLEMENT CHARGES**			
1301	Survey to			
1302	Pest Inspect o to			
1303	HVAC			
1304	2003 Property Taxes to Richland County Treasurer	02606-01 02		291 08
1305	Water and Sewer			
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502, Section K)**		4 190 05	15 915 58

By sign ng p ge 1 of this statement th signatories acknowledge rece pt of a completed copy of page 2 of this two page statement.

Certified to be a true copy
Sc ttle Form 1099 S

SE LERS AX D SO ICITAT ON THE INFORMATION IN BLOCKS E, G H I AND ON LINES 401 408 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTER AL REVENUE SERVICE F YOU ARE REQUIRED TO FILE A RETURN A NEGL GENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICAT ON NUMBE IF OU DO OT PRO DE T E SETT EMENT AGE WITH OU CORREC AXPA ER DENTIF CATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CR MINAL PENALTIES IMPOSED BY LAW

For sle or xchanges of cert an real st the person responsible for closing real tate transacto must report the real stat proceeds th In ernal Revenue S rvice and mus furn sh th temen to you temuna y ha port the sale or xchange of your main home on you tax return, as the 2004 Schedule D (Form 1040) instructions. If the real estate w not your mai home port th tran action on Form 4797 Sal of Bus Property F rm 6252, In tallment Sal Income and/or Sch dule D (Form 1040) Capital Gains and Losses. You may have to ecapture (pay back) all or part of Fede l mortgage ubsidy if 1 th 'or owing pply) You received oan provided from the proceeds of qualified mortgage bond or you received a mortgage credit certificat b) Your original mortgage loan was provided after 1990, and) You sold or po ed f your h m at gain during th first 9 y ar after you received the Federal mortgag sub dy Thu wil increase your tax See Form 8828 Recapture f Federal Mortgag Sub dy nd Pub 523 Selling our om

f y have already paid th real ta for th period that includes the sal dat subtract the amounts on Line 406, 407 & 408 from the mount already paid lo del rmin your deductibl real esta tax. But if you h ady educted the eal t prior yea generally port thi mount Income on the Othe Income line of Form 1040. Fo more informa lo see Pub 523

or aperwork eduction Act Notice see th 2004 Instruction for Form 1099 1098 5498 nd W-G2.
Departmen of the Tre ury nternal Revenue Service

UNDER PENALTIES OF PERJURY CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS ST TEMENT IS MY CORRECT TAXPAYER DENT FICATION NUMBER

Seller' Sign ture	Seller' Signature	Seller' Signature	Seller' Signature
Tax ID/SSN	Tax ID/SSN	Tax ID/SSN	Tax ID/SSN

(RE-04-110 / RE-04 1 07)

ASSET REALTY, INC
Real Estate for the 21st Century

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 DATE — A contract to purchase is offered this 12TH day of DECEMBER year 2003 by JERRY B. & SHEILA H ADGER Purchaser(s) to _____ Seller(s)

2 PROPERTY DESCRIPTION — Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in RICHLAND County South Carolina and being described as follow

Street # _____ ty FARM Zip 29063
TMS# _____ Subdivision COUNTRYMANS CORNER

3 PRICE — The sales price is $ 235,000 to be paid as follows

A $ 1000.00 Earnest money paid by [ ] cash [X] check [ ] other held in trust by _____

B $ _____ Additional earnest money to be deposited with _____ prior to _____

C $ 234,500 Balance of down payment at closing is to be in the form of a cashier's check or certified funds

D $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING

A. Financing shall be [ ] FHA [ ] VA (ee addendum for FHA/VA) [X] CONVENTIONAL [ ] SELLER [ ] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract written verification of sufficient and available funds for the specified date of closing Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising according to the Lender s appraisal or other appraisal as agreed for the selling price or more

5 CLOSING COSTS DISCOUNT POINTS — If a new loan is obtained Purchaser s closing costs to be paid by the SELLER and the Purchaser's prepaid items to be paid by the _____
PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the _____
[ ] To be financed Discount Points (if any) to be paid by _____
If Seller pays closing costs prepaid items (PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ 2000.00

6 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES — Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser s failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank

Purchaser's Initials _____ DATE 12/12/03 #1:45PM HAVE READ THIS PAGE. Seller's Initials _____ DATE 12/15/03 HAVE READ THIS PAGE

7 ADDITIONAL CONTINGENCIES

[X] Complete the sale and closing of Purchaser's property located at 6 HOLLY HOCK CT IRMO, ~~It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract, remains in effect. Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible.~~ For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

12/15/03

12/16/03

[ ] Complete the closing of the sale of Purchaser's property currently under contract on or before _____. Property is located at _____. All documentation pertaining to this sale will be provided by Purchaser upon request.

N/A

[X] Other CHOICE OF CARPET & COLORS, DESIRE CRANBERRY IN DINING ROOM, DOE #15 COUNTERTOPS

8 INSPECTIONS

A Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substance. Expenses of home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety.

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract.

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agree to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller's reaction to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s).

B Termite Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [X] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property including detached garages detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing.

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [X] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing.

D Lead Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead based paint and/or lead based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978 a Disclosure of Information and Acknowledgment Lead Based Paint and/or Lead Based Paint Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

Purchaser's Initials (JC AC) DATE 12/13/03 4:44 PM HAVE READ THIS PAGE. Seller's Initials (_____) DATE 12/15/03 HAVE READ THIS PAGE

9 CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made a a re ult of any uch nspection the Seller agrees to mainta n the property including yard maintenance heat ng and air condit oning plumb ng and electrical systems and all appliances to be conveyed in proper operative condit on normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place n the property

(D) Seller represents that the property is connected to [X] public/community sewer system or to [N/A] a septic tank and to [X] public community water system or to [N/A] well system and [N/A] is located in flood zone or [X] is not located in flood zone

(F) Seller represents that the property [X] is or [N/A] is not subject to a mandatory association fee (e home owner s association/regime or otherwise) If property is subject to a mandatory fee the fee s $ 350 per YR and the fee [X] is or [N/A] is not current Purchaser [N/A] has [X] has not received copy of restrictions/ covenants if applicable

(F) Seller warrants that the property [N/A] is or [X] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment [N/A] has or [N/A] has not been pa d

(G) [ ] Purchaser and Seller agree that a Seller s Property Cond t on Disclosure statement as requ ed by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratificatio n of this agreement

[ ] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the t tle unma ketable) and to all go emmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser sha l pay for recording of deed The deed shall be prepared in the name of ~~FEB 15 2004~~ SHEILA H. JONES and delivered to stipulated place of clos ng This transaction shall be closed on or before FEB 15 2004 @ ADL 1:00

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purcha er acce s to he herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exi t and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller owned security systems clothes line poles curtain/drapery rods ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by b ll of sale)

13 REMARKS

Other conditions (1) SEE CONTINGENCY - SEE 7

(2) BUYER'S REQUEST CABINETS ON BOTH SIDES OF FIREPLACE

14 ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information ava lable or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

( ) DATE 12/19/03 4:45 pm HAVE READ THIS PAGE S I S I I ( ) DATE 12/19/03 HAVE READ THIS PAGE

15 FIRE OR CASUALTY — In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

16 DEFAULT — If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or escind ng this contract In the event the contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remain ng balance of earnest money shall be pa d to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provis ons of th s contract the preva l ng party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

17 MEDIATION — Any d spute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be subm tted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS Disputes shall include represen tations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connect on with the sale purchase financing condition or other aspect of the property to which this contract pertains including w thout limitat on allegations of concealment misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15 48 10 et seq shall not apply to this contract

18 ENTIRE CONTRACT BINDING CONTRACT — The parties agree that this written contract expresses the ent e agreement between the parties and that the e is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 EARNEST MONEY — Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by rtue of act ng as escrow agent or n any action where t the funds held in escrow by Broker are subject to an action in the nature of interpleader and B oker is made a party Broke shall be entitled to recover reasonable Attorney s fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [X] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

20 SURVEY TITLE EXAMINATION INSURANCE — The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obta n all appropriate insurance coverage including that required by the lender effective with the time of clos ng

21 EXTENSION AGREEMENT — **Time is of the essence** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both part es agree to extend th s contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22 BROKERAGE FEE — All real estate brokerage fees as specified in the Listing Agreement and in the Buyer s Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies spec fied herein

23 NON RESIDENT TAX — Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12 8 580 (a amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 HOME WARRANTY COVERAGE — Both parties understand that a home warranty [X] will [ ] w ll not be provided at closing If applicable the warranty prem um will be paid at clos ng by the Seller in the amount of $_____ and p o ded by _____ Home Warranty Company and written through the _____ Broker

25 EXPIRATION OF OFFER — This offer from Purchaser shall be withdrawn at 5 o clock P m (ET) on DEC 15, 2003 unless accepted or countered by Seller in written form prior to such time

26 FAX — Both Purchaser and Seller agree that eceipt of a signed contract by facs m le (FAX) will be the ame as ece pt of an original s gned contract

27 SURVIVAL — If any pro ision herein contained which by its nature and effect is requ red to be observed kept o performed after the closing it shall survive the clos ng and remain bind ng upon and for the parties hereto unt l fully observed kept or performed

P cha er's In l) DATE 12/13/03 4:45pm HAVE READ THIS PAGE Seller's I t als ( ) DATE 12/15/03 HAVE READ THIS PAGE

28 DEFINITIONS — In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays

29 HUD/CLOSING STATEMENT RELEASE — Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 MEGAN S LAW — The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 DISCLAIMER — **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement appliances heating and air conditioning systems plumbing sewage/septic electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract

IN ~~WITNESS THEREOF~~ this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date 12/12/03	SSN 250 58-1992
Witness as to Purchaser	Purchaser	Date 12/12/03	SSN 503-74-2121
Witness as to Seller	Seller	Date 12/15/03	SSN
Witness as to Seller	Seller	Date	SSN

Listing Agent	Office	Telephone Number
Selling Agent	Office	Telephone Number 803-237-4885

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 3:00 O CLOCK P M (ET) ON 12/15/03 (DATE)

VERBAL

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 3:00 PM ON 12/15/03.

Buyer's Agent

PK 12/15/03

8/03
5 of 5

ADDENDUM TO AGREEMENT TO BUY REAL ESTATE

Final Contract Accepted on December 15 2003 by K&L Construction Pat Kirk Seller and Jerry B Adger and Sheila L Adger Purchasers is further amended so as to provide that the Seller perform the following changes to Lot 15 Courtyards Rolling Creek

1) A White Cabinet with Shelves is to be added in the Laundry Room This Cabinet is to be constructed in the Corner of the Room Opposite the Washer and Dryer Connections The Cabinet Dimensions are to be 26" wide by 12 Floor to Ceiling in Height
2) The Foyer/Entrance Oak Flooring is to be Extended Covering the Entire Right Hallway from Bedroom to Bedroom Thresholds and up to the Bath Threshold
3) The Column in Foyer Entry is to be Replaced with an L Shaped Finished White Corner Approximately 12 By 12 to Provide Definition to that Corner of the Dining Room
4) Total Costs to the Purchasers Shall Not Exceed $500 00 Immediately Upon Completion of these Changes and Upon Presentation of an Invoice by the Seller to Purchasers Such Costs Shall Be Paid
5) Cable Connection on Kitchen/Dinette Wall (TV)

In Witness Thereof this Addendum to the Final Sales Contract has been Duly Executed By the Parties Hereto

Witness as to Purchaser	Purchaser	Date 1/3/04
Witness as to Purchaser	Purchaser	Date 1/3/04
Witness as to Seller	Seller	Date 1/7/04
Witness as to Seller	Seller	Date
Listing Agent	Office	Date
Selling Agent	Office	Date 12/27/03

Addendum VERBAL Accepted by Both Parties at 3 o clock P m (ET) on 12/27/03

Written Addendum Accepted By Both Parties at ___ o'clock ___ m(ET) on ___

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained K+L (herein called OWNER) and Dutch Fork Realty LLC (herein called BROKER) agree as follows For the period of time beginning on Dec 19 2002 and ending at midnight on Dec 19 2003 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as Lot 15 4 Whetstone Ct Irmo SC 29063 Broker hereby accepts employment as the sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions

B SALE PRICE Said property is hereby listed to sell for the gross sale price of $_____ or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of 6% computed upon the gross sales price in any of the following events (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non-contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or if the Owner sells or obtains the contract to sell the property within 30 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another broker during the protection period The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof Owner agrees to pay the costs and expenses including attorney s fees incurred by Broker as a result of enforcing the provision of this agreement The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of satisfaction and prorated taxes as of the day of closing The term sale shall include any exchange wap or trade of the herein described property

C MARKETING THE PROPERTY The Broker has the option but is not required to continue marketing the property after an offer has been accepted Owner may terminate this option by giving written notice to Broker Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom

D INQUIRIES Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property

E PROPERTY INFORMATION Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property Owner warrants that, to his knowledge there are no material defects hidden or obvious in or on the property which have not been disclosed to Broker in writing Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge

PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles curtain/drapery rods ceiling fans attached mirrors and light bulbs as well as all built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

_____

_____

F DISCLOSURE OF INFORMATION Latent Defects Owner authorizes Broker to disclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties Such disclosure shall be in the manner or form customary in the marketplace Owner agrees to disclose in writing to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising from the Owner s failure to disclose any such defect This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney s fees Known defects are as follows _____

_____

G INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective purchasers as deemed reasonably necessary by Broker

H DISCLOSURE BY LIEN HOLDERS Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker

I NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against discrimination on the basis of race color religion sex handicap familial status or national origin

J CMLS Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS Owner ( ) does ( ) does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox Owner understands and specifically assumes this risk Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore Owner authorizes Broker the right to display For Sale signs on the property and remove all other signs

K AGENCY RELATIONSHIPS Agent has advised seller of Brokers general company policy regarding cooperation with Subagents Buyers Agents or both and Owner has read Disclosure Regarding Real Estate Agency Relationships hereof and agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies

The form of agency in a transaction will be disclosed verbally to the Owner s Agent at the time of initial contact by all cooperating real estate agents Further a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner s consideration

L NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the broker s compensation for services rendered in espect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons not a party to the listing agreement The compensation paid by the listing broker to a cooperating broker in respect to any listing is established by the listing broker in his offer of co-operation and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons other than the listing broker and his or her subagent

M SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control

_____

_____

_____

N MEDIATION All parties in this transaction agree to mediation in the event a dispute anses under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder The mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15 48 10 et seq hall not apply to this Contract

O EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may retain one half (1/2) of such deposit but not exceeding the total amount of Broker s fee Should Broker incur any costs including attorney s fees as a result of the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

WITNESS	OWNER	SS#	DATE
		251-61-5478	12/11/02
WITNESS	OWNER	SS#	DATE

BROKER S COMPANY: Dutch Fork Realty LLC BY: _____ BROKER S SIGNATURE DATE: 12/11/02

BROKER S MAILING ADDRESS: 206 Cedar View Dr Irmo SC 29063

OWNER S MAILING ADDRESS: _____

PHONE: 749-9100 PHONE: _____

THIS IS A LEGALLY BINDING CONTRACT ALL BLANKS MUST BE FILLED IN IF INFORMATION DOES NOT APPLY INSERT N/A ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER

Rev 1/98

Instrume t 2002092426 Book/Page R723 3619 DateTime 11/12/2002 9:08:37 AM

ATTEST - A TRUE COPY Richard M Rodda R. M. C.

STATE OF SOUTH CAROLINA)
) PARTIAL RELEASE OF MORTGAGE
COUNTY OF RICHLAND)

FOR VALUE RECEIVED the undersigned owner and holder of the note and mortgage heretofore given by SEL Properties LLC to The National Bank of South Carolina, dated November 19, 2001 and recorded November 19 2001 in Book 591 at page 1867 in the Office of the ROD for Richland County does hereby release from the lien thereof the following described property

All that certain piece parcel or lot of land together with any improvements thereon situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 15 on a bonded plat of The Courtyards at Rolling Creek, Phase I prepared by Associated E & S Inc and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

The lien of the aforesaid mortgage to remain in full force and effect and as it pertains to all other property described in said mortgage

IN WITNESS WHEREOF The National Bank of South Carolina has caused these presents to be executed this 8th day of NOVEMBER, 2002.

WITNESSES

Nora Nash

Millicent Stevens

The National Bank of South Carolina

Margaret J Simkins

By MARGARET J SIMKINS
Its REAL ESTATE ADMINISTRATION OFFICER

Richland County ROD

John G Norris

Book 00723-3619 Partial Release of M
2002092426 11/12/2002 09:08:37:55
Fee. $7.00 County Tax $0.00 State Tax $0.00

2002092426 John G Norris Richland County ROD

This document is not to scale

Instrument 2002092426 Book/Page R723 3620 DateTime 11/12/2002 9 08 37 AM

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named The National Bank of South Carolina, by MARGARET J SIMKINS, its READMIN OFFICER sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution thereof

SWORN TO BEFORE ME THIS

8th day of November, 2002

Marcia Mork

Notary Public for South Carolina (L S)

My Commission Expires January 26, 2009

Richland County ROD

John G Norris

This document is not to scale

Instrument 2002083046 Book/Page R713 2833 DateTime 10/14/2002 2.11 04 PM

STATE OF SOUTH CAROLINA)
) PARTIAL RELEASE OF MORTGAGE
COUNTY OF RICHLAND)

FOR VALUE RECEIVED, the undersigned owner and holder of the note and mortgage heretofore given by SEL Properties, LLC to The National Bank of South Carolina, dated October 24 2000 and recorded November 7 2000 in Book 457 at page 1900 in the Office of the ROD for Richland County, does hereby release from the lien thereof the following described property

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 15 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc and being dated June 20 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

The lien of the aforesaid mortgage to remain in full force and effect and as it pertains to all other property described in said mortgage

IN WITNESS WHEREOF The National Bank of South Carolina has caused these presents to be executed this 2nd day of October, 2002

WITNESSES

The National Bank of South Carolina

By Margaret J Simkins
Its Real Estate Admin Officer

Book 00713-2833 Partial Release of M
2002083046 10/14/2002 14 11 04 00
Fee $7.00 County Tax $0.00 State Tax $0.00

2002083046 John G. Norris Richland County ROD

ATTEST: A TRUE COPY
Richard M. Caddell
R. M. C.

Richland County ROD

John G. Norris

This document is not to scale

Instrument: 2002083046 Book/Page R713 2834 DateTime 10/14/2002 2 11 04 PM

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named The National Bank of South Carolina, by MARGARET Y SIMKINS its RE Admin Officer sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

2nd day of October, 2002

(L S)

Notary Public for South Carolina

My Commission Expires January 26 2009

Richland County ROD

John G Norris

This document is not to scale

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576-2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0305740	10/07/2003	$ 144925 00	$	

LOCATION Richland County SC
TMS# 04-02
USEZONE RS LD FLOODZONE No
MOBILE DECAL
MOBILE MODEL

SUBDIVISION COURTYARDS @ ROLLING CREEK
LOT 16
UTILITIES
Electn
Sewer
Gas

OWNER K and L Contracting (803 254 8403)
APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOME

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single family houses attached or detached

OCCUPANCY TYPE
R

CONSTRUCTION TYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUARE FOOTAGE	1261 Sq Ft

SINGLE FAMILY ONLY

#BATHROOMS	0
#BEDROOMS	0
TOTAL ROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 10/07/2003

WEB ADDRESS http //BuildingDepartment com/projects
PERMIT NUMBER 0305740
PERMIT PIN 241644
Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com
printed July 17 2007

A

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502-0265

COPY

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case #
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unins 4 [ ] VA 5 [ ] Conv Ins	2003447 TGQ	9520177636-00008	

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 (p o c) were paid outside the closing they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES LLC CRC PO BOX 11641 COLUMBIA SC 29211	BB&T 1901 ASSEMBLY STREET COLUMBIA, SC 29201

G Property Location	H Settlement Agent	I Settlement Date
LOT 16 ROLLING CREEK Phase I TMS#02606-01-03	TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	10/8/03 DISB DATE 10/8/03

J Summary of Borrower s Transaction		K. Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101. Contract sales price	40,000.00	401 Contract sales price	40,000.00
102 Personal property		402. Personal property	
103 Settlement charges to borrower (line 1400)	2,966.65	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107 County taxes to		407 County taxes to	
108. Assessments to		408. Assessments to	
109		409	
110.		410	
111		411	
112		412.	
120 Gross Amount Due From Borrower	42,966.65	420 Gross Amount Due To Seller	40,000 00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0.00	501 Excess deposit (see instructions)	0 00
202 Principal amount of new loan(s)	0.00	502 Settlement charges to seller (line 1400)	231.10
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 180000 00 LOAN AMT	0 00	504 Payoff of first mortgage loan	32,000 00
205 1ST DRAW	42,966 65	505. Payoff of second mortgage loan	
206		506.	
207.		507.	
208		508	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510. City/town taxes to	
211 County taxes to		511 County taxes to	
212. Assessments to		512 Assessments to	
213.		513	
214		514. Site ADN Cost	4132 96
215		515 Infrastructure	22583 23
216		516. LS	2081 6 19
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	42,966 65	520 Total Reduction Amount Due Seller	32,231 10
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	42,966 65	601 Gross amount due to Seller (line 420)	40,000 00
302. Less amt paid by/for borrower(line 220)	(42,966.65)	602 Less reduction in amt due seller(ln 520)	(32,231 10)
303. Cash [X] From [ ] To Borrower	0.00	603 Cash [X] To [ ] From Seller	7,768 90

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD 1 (3-86)
RESPA, HB 4305 2

10-28-03 atb

3508

Settlement Charges		Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
00 Total Sales/Broker s Commission based	on price $ 40,000 00 @ 00 %		
Division of commission (line 700) as	follows		
01 $	to		
02 $	to		
03 Commission paid at settlement			
04			
100 Items Payable in Connection With Loa			
101 Loan origination Fee .00	to BB&T	1,800 00	
102 Loan Discount	%		
103 Appraisal Fee	to CRAINSHAW & HYDRICK	140.00	
104 Credit report	to		
105 Lender s Inspection Fee			
106 Mortgage Insurance Application Fee t			
107 Assumption Fee			
108 FLOOD CERT FEE TO BB&T		9 00	
109			
110			
111			
112			
113			
114			
115			
900 Item Required By Lender To Be Paid	In Advance		
901 Interest from to	@$ /day		
902 Mortgage Insurance Premium for	months to		
903 Hazard Insurance Premium for	years to		
904			
905			
1000 Reserves Deposited With Lender			
1001 Hazard Insurance	months @$ per month		
1002 Mortgage Insurance	months @$ per month		
1003 City Property Taxes	months @$ per month		
1004 County Property Taxes	months @$ per month		
1005 Annual Assessments	months @$ per month		
1006 Flood Insurance	months @$ per month		
1007 Sanitary Tax	months @$ per month		
1008 AGGREGATE ACCOUNTING ADJ	months @$ per month	0 00	
1100 Title Charges			
1101 Settlement or closing fee	to		
1102 Abstract or title search	to ABSOLUTE TITLE	180.25	
1103 Title examination	to		
1104 Title insurance binder	to PERPETUAL TITLE	50.00	
1105 Document preparation	to DOC PREP		75.00
1106 Notary fees	to		
1107 Attorney s fees	to TIM QUINN, ATTORNEY AT LAW	350 00	
(includes above item numbers	1101-1107)		
1108 Title insurance	to PERPETUAL TITLE	415.00	
(includes above item numbers	)		
1109 Lender s coverage	$ 180,000.00		
1110 Owner s coverage	$ 180,000.00		
1111			
1112			
1113			
1200 Government Recording and Transfer Charges			
1201 Recording fees Deed $ 10 20	Mortgage $ 12 20 Releases $ 8 10	22 40	8 10
1202 City/county tax/stamps Deed $	Mortgage $		
1203 State tax/stamps Deed $ 14 00	Mortgage $ 00		148 00
1204			
1205			
1300 Additional Settlement Charges			
1301 Survey to			
1302 Pest inspection to			
1303			
1304			
1305			
1400 Total Settlement Charges (enter o	lines 103, Section J and 502, Section K)	2,966.65	231.10

I have carefully reviewed the HUD 1 Set lement 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 the HUD-1 Settlement Statement

K&L CONTRACTING LLC

SEL PROPERTIES LLC

Borrowers

Sellers

The HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will cau e the funds to be disbursed in acc dance with this statement

Settlement Agent TIM QUINN, ATTORNEY AT LAW

10/8/03
Date

WARNING It is a crime to knowingly mal e false statements to the United States on this or any other similar form Penalties upon conviction can include a fine or impri nment For details see Title 18 U S Code Section 1001 and Section 1010

3509

OMB NO. 2502-0265

U S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN: 1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS. 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER: 04 0169

7 LOAN NUMBER: 500160469

8 MORTGAGE INS CASE NUMBER:

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.

1 0 3/98 (04-0169 PFD/04-0169I35)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Bernice P Whiteside SN 222 22 9780	K & L Contracting LLC P O Box 11641 Columbia, SC 29211 1641 TIN 57 1131149	Flagstar Bank, FSB 5151 Corporate Drive Troy MI 48098

G PROPERTY LOCATION	H SETTLEMENT AGENT	I SETTLEMENT DATE
Whetstone Creek Court mo SC 29063 ichland County South Carolina ot 16 The Courtyards t Rolling Creek Phase I	Aun & McKay P.A. PLACE OF SETTLEMENT 144 Leisure Lane Suite 200 Columbia, South Carolina 29210	August 31 2004

J SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract Sales Price	239,216 00	401 Contract Sales Price	239,216 00
102 Personal Property		402. Personal Property	
103 Settlement Charges to Borrower (Line 1400)	6 824 21	403	
104		404.	
105		405	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106 City/Town Taxes to		406 City/Town Taxes to	
107 County Taxes to		407 County Taxes to	
108. Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412.	
120 *GROSS AMOUNT DUE FROM BORROWER*	246 040 21	*420 GROSS AMOUNT DUE TO SELLER*	239,216 00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER.		500. REDUCTIONS IN AMOUNT DUE TO SELLER.	
201 Deposit or earnest money	5,000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)	91,000 00	502 Settlement Charges to Seller (Line 1400)	15,703 42
203 Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204		504 Payoff of first Mortgage to BB&T/Loan # 952017	151 436 18
205		505 Payoff of second Mortgage	
206.		506. Deposit retained by seller	5,000.00
207		507	
208		508	
209.		509	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210 City/Town Taxes to		510 City/Town Taxes to	
211 County Taxes 01/01/04 to 08/31/04	248 52	511 County Taxes 01/01/04 to 08/31/04	248 52
212. Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516.	
217		517	
218		518.	
219		519	
220 *TOTAL PAID BY/FOR BORROWER*	96 248 52	*520 TOTAL REDUCT AMT DUE SELLER*	172 388 10
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross Amount Due From Borrower (Line 120)	246,040.21	601. Gross Amount Due To Seller (Line 420)	239,216.00
302 Less Amount Paid By/For Borrower (Line 220)	(96,248 52)	602 Less Reductions Due Seller (Line 520)	(172,388 10)
303 *CASH (X FROM) (TO) BORROWER*	149,791.69	603 *CASH (X TO) (FROM) SELLER*	66,827 90

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

Borrower Bernice P. Whiteside
Bernice P Whiteside

Seller K & L Contracting LLC
BY Kenny C Cooke
Its Agent

HUD-1 (3-88) RESPA, HB4305.2

L SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 239,216.00 @ 6.0000 % 14,352.96			
	Division of Commission (line 700) as Follows			
701	$7,176.48 to Dutch Fork Realty, LLC			
702	$7,176.48 to Asset Realty, Inc			
703	Commission Paid at Settlement			14,352.96
704	to			
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origination Fee 1.0000 %	to Flagstar Bank, FSB	910.00	
802	Loan Discount %	to		
803	Appraisal Fee	to Brian Collins	325.00	
804	Credit Report	to Flagstar Bank, FSB	50.00	
805	Flood Certification	to First American	12.00	
806	Tax Service Fee	to First American RE	72.00	
807	Underwriting Fee	to Flagstar Bank FSB	300.00	
808	Processing Fee	to Flagstar Bank FSB	250.00	
809				
810				
811				
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	Interest From 08/31/04 to 09/01/04 @ $ 14.335800/day (1 days 5.7500 A)		14.34	
902	Mortgage Insurance Premium months			
903	Hazard Insurance Premium 1.0 years	to Allstate Insurance Company	356.00	
904	2003 Real Estate Taxes 1.0 years	to Richland County Treasurer TMS # 02606-01-03		374.31
905				
1000	RESERVES DEPOSITED WITH LENDER			
1001	Hazard Insurance 3.000 months @ $ 29.67 per month		89.01	
1002	Mortgage Insurance months @ $ per month			
1003	City/Town Taxes months @ $ per month			
1004	County Taxes 11.000 months @ $ 290.85 per month		3,199.35	
1005	Assessments months @ $ per month			
1006	2003 Real Estate Taxes months @ $ per month			
1007	months @ $ per month			
1008	Aggregate Adjustment months @ $ per month		118.70	
1100	TITLE CHARGES			
1101	Settlement or Closing Fee	to Aun & McKay P.A.	350.00	
1102	Abstract or Title Search	to Indigo Title Corporation	211.60	
1103	Wire Fee	to Aun & McKay P.A.	30.00	
1104	Title Insurance Binder	to Aun & McKay P.A.	60.00	
1105	Document Preparation	to Aun & McKay, P.A.		75.00
1106	Copy/Fax/Phone/Courier	to Aun & McKay P.A.	100.00	
1107	Attorney's Fees	to		
	(includes above item numbers)			
1108	Title Insurance	to Old Republic National Title Insurance Company	545.00	
	(includes above item numbers)			
1109	Lender's Coverage $ 91,000.00	252.50		
1110	Owner's Coverage $ 244,000.00	292.50		
1111				
1112				
1113				
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Recording Fees: Deed $ 10.00 Mortgage $ 22.10	Releases $ 5.00	22.10	15.00
1202	City/County Tax/Stamps Deed	263.45 Mortgage		263.45
1203	State Tax/Stamps, Revenue Stamps	622.70 Mortgage		622.70
1204				
1205				
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey	to		
1302	Pest Inspection	to		
1303				
1304	HVAC Inspection			
1305	See addt'l disb exhibit	to	66.61	
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		6,674.21	16,703.42

signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

rtified to be a true copy

Aun & McKay P.A.
Settlement Agent

(04-0169 / 04-0169 / 33)

ASSET REALTY, INC.

REALTOR®

NEW CONSTRUCTION
CONTRACT OF SALE

Rev 12/02

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation Purchaser and Builder/Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Builder/Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

1 DATE A contract to purchase is offered this 29th day of May 20 04
by Bernice Whiteside Purchaser(s)
to K & L Contracting LLC Builder/Seller(s).

2. PROPERTY DESCRIPTION Subject to terms and conditions herein, Builder/Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon

Lot _____ Block _____ Section _____ Subdivision _____ BW 6/4/04 PK 6/4/04
Address (Lot 16)
Tax Map # _____ City Irmo Zip 29063
County of Richland State of South Carolina PK 6/2/04 SEE ADDENDUM ONE

3. PRICE The sales price is $ ~~$239,400~~ $233,400 BW 6/4/04 to be paid as follows:

A $ 5000.00 ~~5,000.00~~ Earnest money paid by [ ] cash [X] check [ ] other held in trust by Asset Realty Inc

B $ NA Additional earnest money to be deposited with _____ prior to _____

C $ ~~228,400~~ ~~234,400~~ 228,400 Balance of down payment at closing is to be in the form of a cashier's check or certified funds.

D $ ~~234,400~~ 234,400 BW 6/4/04 PK 6/4/04 Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING
A If applicable construction financing to be obtained by [ ] Builder/Seller [X] Purchaser Permanent financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [X] CONVENTIONAL, [ ] BUILDER/SELLER, [ ] CASH (No Financing Required) OTHER TERMS NA

B In a cash transaction, Purchaser agrees to provide Builder/Seller or Builder/Seller's agent within ten (10) business days of acceptance of this Contract written verification that sufficient funds are available for closing.

5. CLOSING COSTS DISCOUNT POINTS If a new loan is obtained, Purchaser's closing costs and/or discount points to be paid by the NA and the Purchaser's prepaid items by the NA. PMI FHA-MIP VA or FMHA Funding Fee to be paid by the NA If Builder/Seller pays closing costs prepaid items (PMI FHA-MIP VA or other funding fees) and/or discount points on behalf of Purchaser Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ NA

6. LOAN PROCESSING APPLICATION FINANCING Purchaser agrees to apply for financing as stated above, from the institution of his choice and agrees to provide Builder/Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this Contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract. Contract is contingent upon above financing If loan cannot be obtained, earnest money will be refunded to Purchaser as per Section 15 of this Contract. Loan approval to be obtained by NA (date) Construction to begin NA days after loan approval (if applicable).

7 ADDITIONAL CONTINGENCIES [X] Complete the sale and closing of Purchaser's property located at 13 STAFFORD RIDGE CT IRMO, It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this agreement, remains in effect. Should Builder/Seller be presented another Contract and if accepted, this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded as per section 15 of this Contract. Purchaser or agent will be notified of this Contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Builder/Seller or his agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request.
[ ] Complete the closing of the sale of Purchaser's property currently under contract, on or before _____
_____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request
[X] Other See Addendum One and Two

Purchaser's Initials (BW) DATE 5/29/04 HAVE READ THIS PAGE. Builder/Seller's Initials (PK) DATE 6/4/04 HAVE READ THIS PAGE.

8. CONDITIONS

A. PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS

(1) Purchasers and Builder/Seller to approve plans and specifications by June 4 2004 (date)
(2) House to be completed in a workmanlike manner according to the building codes of Richland County and/or Irmo (city) and in accordance with the approved plans and specifications
(3) Builder/Seller represents that property [X] is [ ] is not, subject to restrictive covenants or the jurisdiction of a homeowners association/regime which may impose restrictions or assessments Purchaser represents that the documents pertaining to such restrictions or associations [X] have [ ] have not, been made available to him/her
(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ 850 00 per year (month/quarter/year) and that such fee will be prorated at closing.
(5) Any special assessments levied prior to closing will be paid by the [X] Builder/Seller [ ] Purchaser Builder/Seller represents that the property is connected to [X] public/community sewer system, or to [ ] a septic tank, and to [X] public/community water system or to [ ] well system Property [ ] is, [X] is not located in flood zone

B. COST OF CONSTRUCTION Builder/Seller shall provide and pay for all labor materials, equipment tools clean-up utilities, transportation facilities permits, fees licenses, and all other costs charges and expenses whatsoever in connection with or related to the construction. Builder/Seller shall pay all costs, and other expenses, of any nature whatsoever for Builder/Seller's construction financing including real estate commissions or fees, if applicable

C ALTERATIONS, CHANGES OR ADDITIONS None shall be made to approved plans or specifications, nor shall any extra work be performed or materials be provided or added by the Purchaser unless approved by the Builder/Seller or its duly authorized agent in a written change order Purchaser shall pay the added cost of the change or alteration at the time the request is agreed upon by both parties

D (1) WARRANTIES LIMITED WARRANTY OF CONSTRUCTION Unless otherwise provided for herein Builder/Seller hereby warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House, whichever comes first, Builder/Seller will make all necessary repairs and corrections either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non-conformity of construction to the Plans and Specifications At Builder/Seller's sole option Builder/Seller may either make such repairs or corrections replace any faulty or non-conforming item or condition or pay to Purchaser the reasonable cost of such repair correction or replacement This limited warranty is for the benefit of Purchaser only and may not be assigned nor shall it inure to the benefit of any other person or entity shall survive closing and the delivery of the deed and is in lies of all other warranties, oral or written express or implied except such other express written warranties as Builder/Seller may provide to Purchaser and the warranties described below

(2) WARRANTIES OF COMPONENTS Builder/Seller shall assign and deliver to Purchaser at closing all guarantees and warranties of all components to the extent the same are assignable. Purchaser shall be responsible for compliance with any notice and claim procedures

(3) HOME PROTECTION PLAN COVERAGE. All parties understand that a third party home protection plan [X] will, [ ] will not be issued at closing If applicable, the warranty premium will be paid at closing by the Seller in the amount of $ 1000 00 and provided by 2-10 Home Warranty

PK 6/4/04 BW 6/4/04 BW 5/29/04 BW PK 6/2/04

E. OTHER CONDITIONS. 1) Curb along driveway adjacent front steps to direct water away from home 2) ~~Ramp from garage to laundry room,~~ 3) Paint dining room walls per buyer's choice 4) Paint /STAIN bannister rail of bonus room per buyer's choice 5) Paint master bedroom per buyer's choice 6) Move Cable and receptacle and close opening with sheetrock and finish above the mantel ~~7) Install plantation shutters on bottom two windows of master bedroom front walkin closet,~~ 8) Install ceramic tile laundry room & 3 baths floors & install carpet in hall & stair to ROG 9) Build/INSTALL finish 6' x 10' closet on backside of ROG bath with 80/24 insulated attic door 10) rework far edge of drive & insure gravity flow of rain water through courtyard entrance to rear yard 11) install solid surface countertops per buyer's color choice 12) install seat handicap shower head & gripbars ~~EXTRA~~ BW

9. BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES This sale and the purchase price includes all improvements fixtures and appurtenances. Any overages will be paid by Purchaser at time of selection. Builder/Seller shall notify Purchaser or Purchaser's agent 48 hours prior to closing of addibonal funds needed for overages and change orders not already paid by Purchaser

(a) Carpet $18 00/Sq yd installed including pad.
(b) Other Floor covering Ceramic tile $8 00/sq ft installed
(c) Light fixtures $2000 00 excluding installation cost (installation cost is included in sales price.)
(d) Wallpaper _____ installed
(e) Kitchen Appliances $1800 00
(f) Landscaping $3500 (finish front and rear yards including irrigation systems)
(g) Other 1) Hardwood stain color per Buyer's Choice 2) Cabinets hardware per Buyer's choice 3) pour/finish 8 -8 pad immediately inside rear access door to crawl space, Lazy susan in corner of kitchen cabinets with hinged door for easy access, 4) completely finish ROG bath and ROG closet.

PK 6/4/04 BW 6/4/04 5/29/04

BW ~~5) PAINT ENTRY SINK CORE TO MORTAR COLOR ON STUCCO TRIM,~~
BW ~~6) SOLID PANELS (NO WINDOW) OF FRONT DOOR~~
BW ~~7) SHUTTERS PER BUYER CHOICE NOT IN PLANS~~ PK 6/4/04
BW 8) KITCHEN CABINETS TO BE PAINTED PER BUYER'S C
BW 9) ~~KITCHEN~~ ALL WOODEN SHELVES IN CLOSETS PER ~~BUILDERS~~ EXTRAS

PK 6/2/04

Purchaser's initials (____/____) DATE _____ HAVE READ THIS PAGE. Builder/Seller's initials (PK / BW) DATE _____ HAVE READ THIS PAGE.

12/02
2 of 4

BW 10) REPLACE ALL DEAD LAWN AND FINISH LANDSCAPING PER $3500 ALLOWANCE

PK 6/2/04 ~~11)~~ 2 HANDICAP TOILETS ON MAIN FLOOR INSTALLED ~~12)~~ 12) INSTALL 2 FLOOR RECEPT IN GREAT RM FLR

10. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances rules and regulations. Builder/Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed recording fees shall be the responsibility of Builder/Seller The deed shall be prepared in the name of Bernice Whiteside (TBD) BW and delivered to the stipulated place of closing This transaction shall be closed on or before ~~June 28, 2004~~ before 07/28/04 July 28, 2004 BW PK 6/7/04 (date)

11 POSSESSION

The Builder/Seller will give possession of the hereby described property to the Purchaser after the title to this property has passed to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition. Builder/Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing. This inspection is to ascertain that the property conforms to the terms of this contract Any non-conforming items (Punch List) and their completion times shall be agreed upon by Purchaser and Builder/Seller in writing prior to closing.

12. INSPECTIONS

The Purchaser or Purchaser's Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction can be dangerous and that hazards may exist which are not observable Any entry shall be solely at the Purchaser's own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompanying Purchaser or entering at his direction Purchaser shall defend and hold Builder/Seller harmless from and against any injury loss, damage or expense to persons or property arising out of such entry Purchaser may not interfere stop after direct or influence employees subcontractors suppliers, vendors or similar workers while on the job site. Third party inspections shall not be binding upon the Builder/Seller Buyer's rights under this paragraph shall not release Builder/Seller from any of Builder/Seller's obligations for the construction in accordance with the Plans and Specifications and this offer

13. EXTENSION OF AGREEMENT

Time is of the essence. If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract, both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date In a cash transaction If terms and conditions of section 4B have been met both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date

14. BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement, Commission Agreement with Builder/Seller or in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

15. EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account, upon acceptance by both parties of this Contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable attorney's fees and court costs, the same to be charged and assessed against Purchaser or Builder/Seller or both as the court may decide Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it was written.

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership. The earnest money so noted _____ will __X__ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

16. ADJUSTMENTS

Taxes, water sewer charges, fuel oil, propane, electricity natural gas, rents when applicable and all other assessments including homeowner's association fees, regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Builder/Seller when the current year's taxes are determined

17 ROLLBACK TAXES

If applicable rollback taxes shall be the responsibility of Purchaser

19 NON-RESIDENT TAXES

Builder/Seller agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of Sellers who are not residents of South Carolina as defined in the said statute

19. FIRE OR CASUALTY

In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed, Purchaser or Builder/Seller shall have the right for ten (10) business days after the notice of such damage to terminate this Contract. Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Builder/Seller elects to terminate the Contract, the parties shall proceed according to the terms of this Contract.

20. DEFAULT

If Purchaser shall default under this Contract, Builder/Seller shall have the option of suing for damages or rescinding this Contract. In the event the Contract is rescinded one-half of the earnest money shall then be paid to the Broker(s), not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to Builder/Seller Upon default by Builder/Seller Purchaser shall have the option of suing for damages or specific performance, or rescinding this Contract. Upon default by Builder/Seller If Purchaser elects to rescind this Contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report, appraisal fee survey and cost of title examination In any action to enforce the provisions of this Contract, the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney's fees

BW 5/29/04

Purchaser's initials (BW / ____) DATE ____ HAVE READ THIS PAGE. Builder/Seller's initials (PK / C) DATE 6/7/04 HAVE READ THIS PAGE.

21 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Contract the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Builder/ Seller(s) or any real estate Broker or other person or entity in connection with the sale purchase, financing, condition or other aspect of the property to which this Contract pertains, including without limitation allegations of concealment misrepresentation, negligence and/or fraud. Any Contract signed by the parties pursuant to the mediation conference shall be binding

Any dispute not resolved by mediation in connection with the sale of the property or improvements or arising out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act.

22. SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

23. ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise modifying the terms hereunder and that this Contract shall be binding on both parties their principals heirs, personal representatives, successors and assigns as state law permits

24. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 00 o'clock P m (ET) on June 2, 2004 (date) unless accepted or countered by Builder/Seller in written form prior to such time

25. FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

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

27 DEFINITIONS In this Contract, a single business day is defined as a twenty-four (24) hour period beginning at the time of acceptance of this Contract excluding Saturdays Sundays and South Carolina legal holidays.

28. HUD/CLOSING STATEMENT RELEASE Builder/Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

29. DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s). (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto, including but not limited to termite damage, roof basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure, (B) Give no warranty express or implied, concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated; (C) Give no warranty express or implied, as to title (D) Give no warranty express or implied, as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions; (F) Give no warranty, express or implied, as to projected income, value or other possible benefits to the Purchaser**

This is a legally binding contract, Purchaser and Builder/Seller should seek legal advice if the contents are not understood. Both Purchaser and Builder/Seller acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all terms and conditions stated herein.

IN WITNESS THEREOF this Contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser Bernice Whiteside	Date 5/29/04	SSN
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Builder/Seller	Builder/Seller Pat Kirk	Date 6/2/04	SSN
Witness as to Builder/Seller	Builder/Seller	Date	SSN

D Melton	Dutch Fork Realty LLC	
Listing Agent	Office	Telephone Number
Robby Milam	Asset Realty Inc	
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 5:00 **O'CLOCK** P **M. (ET) ON** June 4, 2004 **(DATE)**

EXCLUSIVE RIGHT TO BUY
BUYER AGENCY CONTRACT

1 APPOINTMENT OF BROKER By this contract BERNICE WHITESIDE ("Buyer") appoints Broker in Charge of ASSET REALTY INC Company ("Broker") as Buyer's exclusive agent subject to the terms and conditions stated in this Contract. By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for the types of property described in Section 2 below through Broker and refer to Broker all inquiries made to Buyer about such properties from other brokers salespersons sellers and others during the term of this contract "Negotiation" as used in this agreement shall mean property shown, negotiated or information requested by Buyer through Broker

2 PURPOSE OF AGENCY Buyer desires to purchase or lease real property (which may include items of personal property) described as follows
Type (X) Residential ( ) Commercial ( ) Industrial ( ) Vacant Land ( ) Other
General Description CONDO AND - PATIO HOME
Approximate Price Range $ 230,000 - 240,000
General Location COMMONS AT FISHING CREEK
Preferred Terms BUY CASH PURCHASE
Other

3 BROKER S DUTIES (a) The Broker shall provide to Buyer a meaningful explanation of agency and shall use Broker's professional real estate knowledge and skills to represent the Buyer in a diligent and effective manner and to locate property which is available for purchase or lease and suitable to the Buyer (b) if the Broker is not representing the seller the Broker shall represent solely the interest of the Buyer in all negotiations and transactions regarding the acquisition of real property and repudiate any agency or subagency relationship with the seller or the company representing the seller and shall not claim the subagency compensation offered to the selling broker in the Multiple Listing Service (c) if the Broker represents the seller as well as the Buyer (i.e disclosed dual agency) the Broker shall not disclose to the Buyer information obtained within the confidentiality and trust of the fiduciary relationship with the seller nor disclose to the seller information similarly obtained from the Buyer without the consent of the party adversely affected by the disclosure (d) the Broker may represent other buyers who may be interested in the same property as the Buyer

At the latest, Broker shall present to Buyer a completed Agency Disclosure Form as prescribed by the South Carolina Real Estate Commission and the law of South Carolina at the time this Buyer Agency Agreement is signed Broker represents that Broker is duly licensed under the laws of the State of South Carolina as a real estate broker Broker will use his best efforts as Buyer's agent to locate property of the type described in Section 2 of this contract and to negotiate acceptance of any offer by Buyer to purchase or lease such property During the term of this Contract, Broker will give Buyer information describing and identifying properties which appear to Broker to substantially meet the conditions set forth in Section 2

4 BUYER'S DUTIES BUYER AGREES TO
(A) Work exclusively with Broker and its Affiliated licensees during the term of this agreement by (1) viewing any property (previewing, etc.) only with Broker or Broker's designated representative and not with another real estate broker salesperson or seller and (2) exclusively allowing Broker or Salesperson to identify property negotiate for Buyer and otherwise to represent Buyer and (3) referring to Broker all inquiries received in any form from any other real estate broker or affiliated licensees and (4) holding Broker harmless from liability as a result of incomplete/inaccurate information provided to Broker by Buyer or Seller (5) holding Broker harmless from liability as a result of Seller's failure to provide a complete Seller's Property Condition Disclosure statement and (6) indemnifying Broker against all claims damages, losses expenses or liability arising from the handling of earnest money by anyone other than Broker
(B) Assist Broker and its Affiliated Licensees in the process of identifying, negotiating and contracting to purchase, lease or otherwise acquire by (1) providing Broker with reliable information (including financial information and written authorization to obtain verification of funds) that Broker deems necessary for the performance of this Agreement; and (2) making himself available to meet with Broker and to see properties in order that the Broker will be able to perform the promises of the Brokerage Engagement.
(C) Provide Broker and its Affiliated Licensees the following information (1) general nature location and requirements of desired property and (2) price range and other terms and conditions relating to desired property
(D) To authorize Buyer's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date

[BW] **BUYER** [____] **BUYER** [JM] **BROKER HAVE READ THIS PAGE**

5 COMPENSATION OF BROKER Brokers fees will be deemed earned when Buyer is under contract to purchase any property presented by Broker or negotiated by Buyer This fee will be due and payable at closing or upon Buyer's default. If Buyer defaults the total compensation that would have been due Broker will be due and payable immediately in cash from the Buyer In consideration of the services performed by Broker under the terms of this Contract, Buyer agrees to pay Broker the following fee(s) **(CHECK ALL APPLICABLE SECTIONS)**

☐ a **Retainer Fee** Buyer will pay Broker a nonrefundable retainer fee of $_____ due and payable upon the signing of this contract This fee [ ] shall or [ ] shall not be credited against the Transaction fee

☐ b **Service Fee** Buyer shall pay Broker a Service Fee of $_____to be paid on _____ _____,20____,whether or not Buyer purchases any property **(Check applicable sub-section)**

[ ] This Service Fee shall be the only fee due Broker from Buyer under the terms of this Contract

[ ] This Service Fee shall be credited against the Transaction Fee described in subsection (c) below and shall be kept by Broker whether or not a Transaction Fee is earned

[ ]This Service Fee shall be credited against the Transaction Fee described in subsection (c) below and shall be kept by Broker whether or not a Transaction Fee is earned unless Buyer enters in to a purchase and sale agreement. In the event that Buyer enters into a purchase and sale agreement, Buyer and Broker agree that the above Service Fee will be credited against the Transaction Fee as defined below

☐ c **Transaction Fee** Buyer shall pay Broker a Transaction Fee which is the greater of $_____or ____% of the purchase or total lease price (renewal, if applicable) of any property purchased or leased by Buyer including For Sale by Owner" properties. If within _____days after the expiration of this Contract Buyer purchases or leases any property which Broker has negotiated during the term of this Contract, Buyer will pay Broker the Transaction Fee stated above Broker shall use his best efforts to obtain payment of the Transaction Fee out of the transaction but Buyer shall have the obligation to pay Broker the Transaction Fee set forth in this Contract if Broker cannot obtain payment of such fee out of the transaction Any fees paid by the seller or seller's agent shall be credited against the Transaction fee

☒ d **Transaction Fee** Broker shall obtain payment of the Transaction Fee out of the transaction Broker shall be paid by the cooperating broker as stated in the Multiple Listing Service or as agreed to by the Broker and cooperating broker Buyer shall not be responsible for paying Broker the transaction fee

6 TERM OF AGENCY Broker's authority to act as Buyer's exclusive agent under the terms of this Contract shall begin on MAY 28th 2004 and shall end at 11 59p m on MAY 31st ,20 04

7 DISCLOSED DUAL AGENCY (CHECK ONE)

[ ] Buyer acknowledges that Broker may represent Seller Clients during the term of this Exclusive Buyer Agency Contract, and that Buyer may be interested in purchasing Broker's Seller-Clients properties If however Buyer wishes to purchase one of Broker's Seller-Client's properties Broker and Buyer may (but do not have to) agree to enter into a Dual Agency so that Broker can represent Buyer and the Seller Client at the same time with respect to the negotiations of Buyer's Purchase of the property All Dual Agency disclosures shall be made in a separate written disclosure as prescribed by the South Carolina Real Estate Commission and the laws of South Carolina

[X] Buyer does not consent to disclosed dual agency thereby choosing not to be shown and not to purchase any properties listed with Broker

8 OTHER POTENTIAL BUYERS Buyer understands that other potential buyers have entered into similar agency contracts with Broker which may involve the purchase or lease, through Broker of the same or similar property or properties as Buyer is attempting to purchase or lease Buyer consents to Broker's representation of such other buyers

9 INDEMNIFICATION OF BROKER. Buyer promises to disclose to Broker whether Buyer has been given prior information about any property that is the subject of this Contract by any other Broker or salesperson or has previously been shown any such property by any other broker or salesperson If Buyer fails to tell Broker about such other broker's or salesperson s involvement, and Broker incurs any loss or damage as a result of any claim being brought against him on account of such involvement, due to no fault of Broker then Buyer shall pay Broker all such losses and damages incurred by Broker because of such claim

[DW] **BUYER** [____] **BUYER** [JM] **BROKER HAVE READ THIS PAGE**

10 DISCLOSURE OF BUYER'S IDENTITY The Broker [ ] does or [X] does not have the Buyer's permission to disclose Buyer's identity to all property owners and other third parties.

11 NONDISCRIMINATION Broker and Buyer agree that all actions carried out under this contract shall be in full compliance with local state and federal fair housing laws against discrimination on the basis of race creed color religion national origin sex familial status marital status age or disabilities.

12. PROFESSIONAL COUNSEL. Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney tax advisor lender appraiser, surveyor structural engineer home inspector or other professional service provider Buyer agrees to seek professional advice concerning the condition of the property legal tax and other professional service matters

13. MEDIATION CLAUSE Any dispute or claim arising out of or relating to this Agreement the breach of this Agreement or the services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by Buyer or Broker in connection with the services to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation negligence and/or fraud Any agreement signed by the parties pursuant to the mediation conference shall be binding This mediation clause shall survive for a period of 120 days after the date of the closing

14 SEX OFFENDER REGISTRY INFORMATION The Buyer and Broker agree that during the course of the agency relationship referred to in the above mentioned agreement, the Broker and all affiliated agents shall not be responsible for obtaining or disclosing any information contained in the official South Carolina Sex Offender Registry The Buyer understands that no course of action may be brought against the Broker or his affiliates for failing to obtain and disclose information contained in the official South Carolina Sex Offender Registry The Buyer understands and agrees that the Buyer shall be responsible for obtaining any such information The Buyer understands that Sex Offender Registry information may be obtained from the local Sheriff's Department or other appropriate law enforcement officials

15. ENTIRE BINDING AGREEMENT This written instrument, including the additional terms and conditions set forth on the reverse expresses the entire agreement and all promises convenants and warranties between the Buyer and Broker It can be changed only by a subsequently written instrument signed by both parties

16. LIMITATIONS LIMITED TO COMMENTS TO BUYER PURCHASE UTILIZING COLA MLS INFO.

17 FACSIMILE AND OTHER ELECTRONIC MEANS The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means including but not limited to electronic mail and the Internet and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

THIS IS A LEGALLY BINDING AGREEMENT BUYER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BUYER AND BROKER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

Bernice Whiteside 5/29/04 Email _____
BUYER Date Time

_____ Email _____
BUYER Date Time

_____ BY Robert A. McCain, III 5/29/04 4:30
BROKER/BUYER'S AGENT COMPANY Broker/Licensee Date Time

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ASSET REALTY, INC

EXTENSION AGREEMENT

DATE July 28, 2004

THE TIME FOR THE PERFORMANCE OF THE AGREEMENT BETWEEN

(SELLER) K & L CONTRACTING LLC AND

(BUYER) BERNICE WHITESIDE

(DATED) JUNE 4, 2004 / EXTENSION ON July 28, 2004

IS HEREBY EXTENDED UNTIL THE 31ST DAY OF

AUGUST, 20 04 TIME STILL BEING OF THE ESSENCE IN THIS

AGREEMENT AS EXTENDED

Robert A Anderson III — WITNESS

Bernice Whiteside — PURCHASER

Robert A Anderson III — WITNESS

SELLER

REV 03-24-03

ARI form S-011

ADDENDUM ONE

K & L Contracting, LLC

Page 1 of 2

P O Box 11641
Columbia, SC 29211
(803) 786-9584 – Fax (803) 786-9588

To Bernice Whiteside

From Pat Kirk – K & L Contracting, LLC

Date June 02, 2004

Re Courtyards at Rolling Creek Lot 16 – Contract changes

Cc Robby Milam, ARI

Here are the items sent to me about certain changes to the plans and specifications to the house located on lot 16 Courtyards, 6 Whetstone Creek Ct

• Add curb at edge of drive between garage and stairs	N/C ✓
• ~~Repaint dining room walls~~	~~$250~~
• Stain/paint bonus room handrail	N/C ✓
• ~~Repaint master bedroom walls~~	~~$250~~
• Move cable and receptacle over fireplace to determined location	$350 ✓
• Frame/sheetrock area over fireplace	$300 ✓
• Install tile in laundry	$530 ✓
• Install tile in all baths	N/C ✓
• Add closet 6'x10' in ROG	$1000 ✓
• Rework right side grading and repair driveway	N/C ✓
• Solid surface countertops	$2400 ✓
• Install seat in master bath shower	$300 ✓
• Add grab bar in master shower (tub?)	$200 ✓
• Install moveable shower head in master	$100 ✓
• Cabinet hardware	$3 50/ea ?
• ~~8'x8' concrete pad in crawl space~~	~~$300~~
• Add lazy susan in kitchen	$150 ✓
• Finish ROG bath	$4000 ✓
• Change stucco accent colors to 'buff'	~~$600~~
• Change out front door to solid 6 panel	$150 ✓
• ~~No shutters~~	
• ~~Repaint kitchen cabinets~~	~~$500~~
• ~~Wooden shelves in all closets~~	~~$600~~
• Finish landscaping	N/C ✓
• Handicap toilets on main floor baths	$150 ✓

BW 6/4/04
PK 6/4/04

Page 2 of 2

- Add 2 floor receptacles in great room $350 ✓
- Mirror allowance included in base price ~~Allowance~~ $200 ✓

BW 6/4/04
PK 6/4/04

List price $229,900
Changes above ~~$12,480~~
Total home including changes ~~$242,380~~

TOTAL OFFER = $239,900
$239,216 as of 2PM

Thank you for your consideration of our bid Please feel free to contact me with any questions that you may have

Pat Kirk
600-6839

~~Buyer to buy paint - Seller's Painter to paint: Master bedroom, one color, Dining and Great Rooms (same color in both) 2 coats~~

Not provided PK 6/4/04

B Whiteside 6/4/04

Pg 1 of 1

ADDENDUM Two

ADDENDUM DATE	June 6 2004
CONTRACT DATED	June 4, 2004
BETWEEN SELLER	K & L Contracting LLC
AND PURCHASER	Bernice P Whiteside
IN REFERENCE TO	6 Whetstone Creek Court, Irmo SC 29063

THIS ADDENDUM IS HEREBY MADE A PART OF THE ORIGINAL CONTRACT BOTH PURCHASER AND SELLER AGREE TO THE FOLLOWING

Purchaser requires that the Foyer ceiling molding be continued from the Foyer Front door around the ceiling of the Great Room to the Rear Bedroom and square it off at that far corner Also from the Foyer around the Ceiling of the Great Room alongside the Dining Room and over to the Kitchen The Purchaser will pay the additional cost of up to $4 00 per linear foot @ approx 54 feet ($216 00 maximum) for this upgrade

New Contract Price as of 06/04/04 7pm is $239,216.00

WITNESS	SELLER	DATE
WITNESS	SELLER	DATE
WITNESS	PURCHASER Bernice Whiteside	DATE 6/04/04 7pm
WITNESS	PURCHASER	DATE

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

BB&T of South Carolina

952-0177636-00008

MORTGAGE OF REAL ESTATE

THIS MORTGAGE made this 8th day of October 2003 by K & L Contractors LLC (hereinafter referred to as Mortgagor) and granted and given to BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA (hereinafter referred to as Mortgagee) a corporation organized and existing under the laws of the State of South Carolina whose address is 1901 Assembly Street Columbia South Carolina 29201 2439

WHEREAS K & L CONTRACTING LLC is indebted to Mortgagee as evidenced by a certain promissory note dated the 8th day of October, 2003 executed in favor of Mortgagee in the principal sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS & 00/100 Dollars ($ 180,000 00) and any renewals extensions or modifications thereto the terms of which are incorporated herein by reference Where used herein the term Note or Notes shall be deemed to include the note above described along with any other notes additional advance agreements or other documents now or hereafter evidencing any debt whatsoever incurred by Mortgagor and payable to Mortgagee The final maturity date of the Note is 10/10/04

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that the Mortgagor for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof and also to secure in accordance with § 29 3 50 As Amended of the Code of Laws of South Carolina (1976) or any such successor statute as may apply

1 All future advances and readvances that may subsequently be made to the Mortgagor evidenced by the Note(s) and by all renewals and extensions thereof and

2 All other indebtedness of Mortgagor to Mortgagee now or hereafter existing whether direct or indirect the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed $ 180,000.00 plus interest thereon all charges and expenses of collection incurred by Mortgagee including Court costs and reasonable attorneys fees has granted bargained sold assigned released and does by these presents grant bargain sell assign and release unto the Mortgagee its successors and assigns the following described property

See Exhibit A

Book 00862 1813 Mortgage
Fee $11 00 County Tax $0 00 State Tax $0 00
2003106963 John G Norris

Together with all and singular improvements thereon and the rights members hereditaments and appurtenances to the same belonging or in any way appertaining all the rents issues and profits thereof (provided however that unless otherwise agreed the Mortgagor shall be entitled to collect and retain the said rents issues and profits until default hereunder) and including all heating plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described (herein collectively the Property)

TO HAVE AND TO HOLD all the said Property unto the Mortgagee its successors and assigns forever

The Mortgagor covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate if any as is stated hereinbefore) that he has good right and lawful authority to sell convey or encumber the same and that the premises are free and clear of all liens and encumbrances whatsoever except as listed in the title opinion or title insurance policy which Mortgagee has obtained in the transaction in which Mortgagee obtained this Mortgage The Mortgagor further covenants to warrant and forever defend title to the premises as herein conveyed unto the Mortgagee from and against all persons whomsoever lawfully claiming the same or any part thereof

The Mortgagor (and where more than one each jointly and severally) covenants and agrees as follows

1 That if he is a maker or obligor on the Note(s) he will promptly pay the principal of and interest on the indebtedness evidenced by the said Note(s) and any subsequent note or agreement evidencing additional advances at the time and in the manner therein provided Mortgagor shall timely pay and perform any obligation covenant or warranty contained not only in this mortgage but also any other mortgage or writing which gives rise to or which may constitute a lien upon any of the Property Upon request of Mortgagee Mortgagor promptly shall furnish satisfactory evidence of such payment or performance Mortgagor shall not enter into terminate cancel or amend any material lease or contract affecting the Property or any part thereof without the prior written consent of the Mortgagee

SEB

463SC (0308)

2 That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of or any other modification relating to the indebtedness or any part thereof secured hereby

3 That he will pay as they become due all mortgage loan insurance premiums taxes assessments water rates and other governmental or municipal charges fines or imposition assessed against the property hereby mortgaged If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes assessments or the like the Mortgagee may pay the same and all sums so paid shall bear interest at the same rate as the principal debt secured hereby (from the date of such advance) and shall be secured by this mortgage

4 That he will keep the Property in as good order and condition as it is now reasonable wear and tear excepted and will not commit or permit any waste thereof

5 That he will produce and continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements which form a part of the Property now or hereafter on said premises and will pay promptly when due any premiums therefore If he fails to do so the Mortgagee may cause the same to be done and reimburse itself for such premiums and expenses and the same shall be secured by this mortgage All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor and Mortgagee jointly and the insurance proceeds or any part thereof may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the property damaged

6 That he hereby assigns all the rents issues and profits of the Property from and after any default hereunder and should legal proceedings be instituted pursuant to this instrument then the Mortgagee shall have the right to have appointed a receiver of the rents issues and profits who after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver shall apply the residue of the rents issues and profits toward the payment of the debt secured hereby Mortgagor hereby appoints Mortgagee as Mortgagor s attorney in fact to collect any rents and profits with or without suit and to apply the same less expenses of collection to any indebtedness owing under the Note(s) in any manner as Mortgagee may desire

7 That he will pay as they become due the principal and interest on all notes obligations contracts or agreements secured by any mortgage lien or security interest having priority over this mortgage as to the Property described herein If the Mortgagor fails to make any of the payments as provided in this section Mortgagee may pay the same and add any amounts so paid to the principal debt and all sums so paid shall bear interest at the same rate as the principal debt secured hereby and shall be secured by this mortgage

8 Mortgagor for itself its successors and assigns represents warrants and agrees that (a) neither Mortgagor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency entity or other person with regard to Hazardous Materials on from or affecting the Property (b) neither Mortgagor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property (c) the Property are presently in compliance with all Environmental Laws there are no circumstances presently existing upon or under the Property or relating to the Property which may violate any applicable Environmental Laws and there is not now pending or threatened any action suit investigation or proceeding against Mortgagor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws (d) the Property shall be kept free of Hazardous Materials and shall not be used to generate manufacture transport treat store handle dispose or process Hazardous Materials (e) Mortgagor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Material onto or from the Property or suffer the presence of Hazardous Materials on the Property (f) Mortgagor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws (g) the Mortgagor has obtained and will at all times continue to obtain and/or maintain all licenses permits and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the Permits) and the Mortgagor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits (h) Mortgagor shall immediately give the Beneficiary oral and written notice in the event that Mortgagor receives any notice from any governmental agency entity or any other party with regard to Hazardous Materials on from or affecting the Property and shall conduct and complete all investigations sampling and testing and all remedial removal and other actions necessary to clean up and remove all Hazardous Materials on from or affecting the Property in accordance with all applicable Environmental Laws The Mortgagor hereby agrees to indemnify the Mortgagee and hold the Mortgagee harmless from and against any and all losses liabilities damages inquiries (including without limitation attorneys fees) and claims of any and every kind whatsoever paid incurred or suffered by or asserted against Mortgagee for with respect to or as a direct or indirect result of (a) the presence on or under or the escape spillage emission or release from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Mortgagor (b) the violation of any Environmental Laws relating to or affecting the Property whether or not caused by or within the control of Mortgagor (c) the failure by Mortgagor to comply fully with the terms and provisions of this paragraph or (d) any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect For purposes of this Mortgage Hazardous Material means and includes petroleum products any flammable explosives radioactive materials asbestos or any material containing asbestos and/or any hazardous toxic or dangerous waste substance or material defined as such in (or for the purposes of) the Environmental Laws For the purpose of this Mortgage Environmental Laws means the Comprehensive Environmental Response Compensation and Liability Act the Hazardous Materials Transportation Act the Resource Conservation and Recovery Act any Super Fund or Super Lien law or any other federal state or local law regulation or decree regulating relating to or imposing liability or standards of conduct concerning any petroleum products any flammable explosives radioactive materials asbestos or any material containing asbestos and/or any hazardous toxic or dangerous waste substance or material as may now or at any time hereafter be in effect The obligations and liabilities of Mortgagor under this paragraph shall survive the foreclosure of the Mortgage the delivery of a deed in lieu of foreclosure the cancellation or release of record of this Mortgage or the payment and cancellation of the Note or if otherwise expressly permitted in writing by the Mortgagee the sale or alienation of any part of the Property

9 Mortgagor shall be in default under this mortgage upon the occurrence of any of the following

(a) Default in the payment or performance of any of the obligations or of any covenant or warranty in this mortgage in the Note(s) or other document executed in connection herewith or in any other note of Mortgagor to Mortgagee or any contract between Mortgagor and Mortgagee or in any contract between any third party and Mortgagee made for the benefit of Mortgagor or

(b) Any warranty representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor in connection with this transaction proving to have been false in any material respect when made or furnished or

(c) Loss theft substantial damage destruction to or of the Property or the assertion or making of any levy seizure mechanic s or materialman s lien or attachment thereof or thereon or

(d) Death dissolution termination of existence insolvency business failure appointment of a Receiver for any part of the property of assignment for the benefit of creditors by filing of a bankruptcy petition by or against or the inability to pay debts in the ordinary course of business of the Mortgagor or any co maker endorser guarantor or surety for Mortgagor or

(e) Failure of a corporate Mortgagor or co maker endorser guarantor or surety for Mortgagor to maintain its corporate existence in good standing or

(f) Upon the entry of any monetary judgement of the assessment or filing of any tax lien against Mortgagor or upon the issuance of any writ of garnishment or attachment against any property debts due or rights of Mortgagor or

SEP

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named _____ a South Carolina corporation by _____ its _____ sign seal and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness that witnessed the execution thereof

SWORN TO and subscribed before me this _____ day of _____ _____

_____ (SEAL)
Notary Public for South Carolina
My commission expires _____

_____
Witness

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named _____ a South Carolina general partnership by _____ its general partner sign seal and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above witnessed the execution thereof

SWORN TO and subscribed before me this _____ day of _____ _____

_____ (SEAL)
Notary Public for South Carolina
My commission expires _____

_____
Witness

STATE OF SOUTH CAROLINA
COUNTY OF Richland

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw K & L Contractors, LLC a South Carolina limited liability company / limited partnership that by Stephen E. Hipscomb member or manager / general partner sign seal and as its act and deed and deliver the foregoing within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness witnessed the execution thereof

SWORN TO and subscribed before me this 8th day of October 2007

Timothy H. Clinton (SEAL)
Notary Public for South Carolina
My commission expires 1/17/2010

Laura McDonald
Witness

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named _____ sign seal and as his/her act and deed deliver the within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above witnessed the execution thereof

SWORN TO and subscribed before me this _____ day of _____ _____

_____ (SEAL)
Notary Public for South Carolina
My commission expires _____

_____
Witness

(g) The sale (including sale by land contract upon delivery of possession) transfer or encumbrance of all or any part of the Property or any interest therein or any change in the ownership ontrol of any corporate or partnership Mortgago thout Mortgagee s prior written consent or

(h) If Mortgagee should otherwise deem itself its security interest the Property or the indebtedness evidenced by the Note(s) unsafe or insecure or should Mortgagee otherwise believe that the prospect of payment or other performance is impaired

10 It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the Note(s) secured hereby If there is a default in any of the terms conditions or covenants of this mortgage or of any of the Note(s) secured hereby then at the option of the Mortgagee and without prior notice to the Mortgagor all sums then owing by the Mortgagor or any other obligor on the Note(s) to the Mortgagee shall become immediately due and payable the Mortgagee may in addition pursue all other rights and remedies available against any Mortgagor or any borrower or other obligor under the Note(s) under applicable provisions of South Carolina Law and of any other law governing the Note(s) This mortgage shall remain as security for full payment of all indebtedness evidenced by the Note(s) and for performance of any obligation evidenced by the Note(s) or any document executed in connection therewith notwithstanding the sale or release of any or all of the Property the assumption by another party of Mortgagor s obligations under the Note(s) or this mortgage the forebearance or extension of time or payment of the indebtedness evidenced by the Note(s) or any one of same or the release of any party who has assumed or incurred any obligation for the repayment of any indebtedness evidenced by the Note(s) and secured by this mortgage None of the foregoing shall in any way affect the full force and effect of the lien of this mortgage or impair the Mortgagee s right to any other remedies against the Mortgagor or any other obligors under the Note(s) Any forebearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee s right to accelerate maturity of the indebtedness evidenced by the Note(s) secured hereby Time is of the essence the payment or performance of any of the obligations or of any covenant or warranty contained in this mortgage or in any of the Note(s) or any other document related thereto

11 Mortgagor understands that upon default hereunder along with other remedies set out herein and in the above referenced Note(s) the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgement pursuant to § 29 3 660 of the South Carolina Code of Laws (1976) Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under § 29 3 680 et seq South Carolina Code of Laws (1976) as Amended and understands and agrees that a deficiency judgement if pursued by Mortgagee shall be determined by the highest priced bid at the judicial sale of the Property

12 The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs executors administrators successors and assigns of the parties hereto Whenever used the singular number shall be applicable to all genders and the term Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise The liability of the Mortgagor hereunder shall if more than one be joint and several The designations corporate corporation and partnership include limited liability companies and limited liability partnerships

Wavier of Appraisal Rights The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction **TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN MORTGAGOR HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY**

IN WITNESS WHEREOF each Mortgagor has executed this Mortgage the day and year first above written

Signed sealed and delivered in the presence of

If Mortgagor is a Corporation

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____
NAME OF CORPORATION

By _____

Title _____

By _____

Title _____

If Mortgagor is a Partnership Limited Liability Company or Limited Liability Partnership

Laura McDonald (SEAL)

Timothy A Quinn (SEAL)

_____ (SEAL)

_____ (SEAL)

K & L Contractors, LLC
NAME OF PARTNERSHIP LLC OR LLP

By _____ (SEAL)
GENERAL PARTNER OR MANAGER

By _____ (SEAL)
GENERAL PARTNER OR MANAGER

By _____ (SEAL)
GENERAL PARTNER OR MANAGER

By _____ (SEAL)
GENERAL PARTNER OR MANAGER

If Mortgagor is an Individual

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____
TYPE NAME OF MORTGAGOR

_____ (SEAL)

_____
TYPE NAME OF MORTGAGOR

_____ (SEAL)

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained, KAL Construction (herein called OWNER) and Dutch Ford Realty LLC (herein called BROKER) agree as follows For the period of time beginning on Dec 2 2003 and ending at midnight on Dec 2 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as ___ Ct Frmo SC 29067 Broker accepts employment as the sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions

B SALE PRICE Said property is hereby listed to sell for the gross sale price of $ 229,500 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of 6% computed upon the gross sales price in any of the following events (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non-contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or if the Owner sells or obtains the contract to sell the property within 45 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another broker during the protection period The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand i Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof Owner agrees to pay the costs and expenses including attorney s fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of satisfaction and prorated taxes as of the day of closing The term sale shall include any exchange swap or trade of the herein described property

C MARKETING THE PROPERTY The Broker has the option but is not required to continue marketing the property after an offer has been accepted Owner may terminate this option by giving written notice to Broker "Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom

D INQUIRIES Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property

E PROPERTY INFORMATION Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property Owner warrants that to his knowledge there are no material defects hidden or obvious in or on the property which have not been disclosed to Broker in writing Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge

PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles curtain/drapery rods ceiling fans attached mirrors and light bulbs as well as all built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

F DISCLOSURE OF INFORMATION Latent Defects Owner authorizes Broker to disclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties Such disclosure shall be in the manner or form customary in the marketplace Owner agrees to disclose in writing to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising from the Owner s failure to disclose any such defect This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney s fees Known defects are as follows

G INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective purchasers as deemed reasonably necessary by Broker

H DISCLOSURE BY LIEN HOLDERS Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker

I **NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against discrimination on the basis of race color religion sex handicap familial status or national origin**

J CMLS Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS Owner (X) does ( ) does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox Owner understands and specifically assumes this risk Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore Owner authorizes Broker the right to display For Sale signs on the property and remove all other signs

K AGENCY RELATIONSHIPS Agent has advised seller of Brokers general company policy regarding cooperation with Subagents Buyers Agents or both and Owner has read Disclosure Regarding Real Estate Agency Relationships hereof and agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies

The form of agency in a transaction will be disclosed verbally to the Owner's Agent at the time of initial contact by all cooperating real estate agents Further a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner s consideration

L NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the broker s compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons not a party to the listing agreement. The compensation paid by the listing broker to a cooperating broker in respect to any listing is established by the listing broker in his offer of cooperation and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons other than the listing broker and his or her subagent

M SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control

N MEDIATION All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation s such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder The mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15 48 10 et seq shall not apply to this Contract

O EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may retain one-half (1/2) of such deposit but not exceeding the total amount of Broker s fee Should Broker incur any costs including attorney s fees as a result of the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs

RECEIPT OF COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

WITNESS	OWNER	SS#	DATE 12/02/03
WITNESS	OWNER	SS#	DATE
BROKER S COMPANY Dutch Ford Realty LLC	BY BROKER S SIGNATURE		DATE 12-02-03
BROKER S MAILING ADDRESS 206 Cedar View Dr Frmo SC 29067		OWNER S MAILING ADDRESS	
PHONE 766-9106	PHONE		

THIS IS A LEGALLY BINDING CONTRACT ALL BLANKS MUST BE FILLED IN IF INFORMATION DOES NOT APPLY INSERT N/A ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER

Rev 3/00

Richland County

Building Permit - Residential (BDS)

Building Services Division
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576 2181 Fax
WEB ADDRESS www.richlandonline.com

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0305736	10/07/2003	$ 137555 00	$ 552 00	

LOCATION Richland County SC
SUBDIVISION COURTYARDS@ROLLING CREEK
LOT 17
TMS # 04-02
UTILITIES
Electn
USE ZONE RS-LD FLOOD ZONE No
Sewer
MOBILE DECAL
Gas
MOBILE MODEL

OWNER K and L Contracting (803 254 8403)
CONTRACTOR Data Unavailable
Record Default
APPLICAN Data Unavailable
LICENSES
SUB-CONTRs
General
Electrical
Electrical
Plumbing
Mechanical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOME

NATURE OF WORK
New Construction

REPORT CODE
101 - New Res Single-family houses attached or detached

OCCUPANCY TYPE
R

CONSTRUCTION TYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

SQUARE FOOTAGE
2137
0
0
TOTAL ROOMS 0

NOTES

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 10/07/2003

ONLINE SERVICES INFORMATION

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http //BuildingDepartment com/projects	0305736	241632

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

printed August 15 2007

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan: 1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unins 4 [ ] VA 5 [ ] Conv Ins

6 File Number: 2003446 TGQ | 7 Loan Number | 8 Mortgage Ins Case #

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 (p o c) were paid outside the closing they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES, LLC PO BOX 11641 COLUMBIA SC 29211	BB&T 1901 ASSEMBLY STREET COLUMBIA SC 29201

G Property Location: LOT 17 ROLLING CREEK TMS#02606-01-04

H Settlement Agent: TIM QUINN, ATTORNEY AT LAW

Place of Settlement: 1421 CALHOUN ST COLUMBIA SC 29201

I Settlement Date: 10/8/03 DISB DATE 10/8/03

J Summary of Borrower s Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	40,000.00	401 Contract sales price	40,000.00
102 Personal property		402 Personalproperty	
103 Settlement charges to borrower (line1400)	2,880 40	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	42,880 40	420 Gross Amount Due To Seller	40,000.00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0.00	501 Excess deposit (see instructions)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	231 10
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 188000 00 LOAN AMT	0 00	504 Payoff of first mortgage loan	32,000 00
205 1ST DRAW	42,880.40	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	42,880 40	520 Total Reduction Amount Due Seller	32,231 10
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	42,880 40	601 Gross amount due to Seller (line 420)	40,000 00
302 Less amt paid by/for borrower(line 220)	(42,880.40)	602 Less reduction in amt due seller(ln 520)	(32,231 10)
303 Cash [X] From [ ] To Borrower	0 00	603 Cash [X] To [ ] From Seller	7,768 90

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57-1039150

evious Edition is Obsolete

HUD-1 (3-86)
RESPA HB 4305 2

L Settlement Charges		Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
700	Total Sales/Broker s Commission based on price $ 40,000 00 @ 00 %		
	Division of commission (line 700) as follows		
701	$ to		
702	$ to		
703	Commission paid at settlement		
704			
800	Items Payable in Connection With Loan		
801	Loan origination Fee .00 % BB&T	1,880 00	
802	Loan Discount %		
803	Appraisal Fee to CRAINSHAW & HYDRICK	140.00	
804	Credit report to		
805	Lender s Inspection Fee		
806	Mortgage Insurance Application Fee to		
807	Assumption Fee		
808	FLOOD CERT TO BB&T	9 00	
809			
810			
811			
812			
813			
814			
815			
900	Items Required By Lender To Be Paid In Advance		
901	Interest from to @$ /day		
902	Mortgage Insurance Premium for months to		
903	Hazard Insurance Premium for years to		
904			
905			
1000	Reserves Deposited With Lender		
1001	Hazard Insurance months @$ per month		
1002	Mortgage Insurance months @$ per month		
1003	City Property Taxes months @$ per month		
1004	County Property Taxes months @$ per month		
1005	Annual Assessments months @$ per month		
1006	Flood Insurance months @$ per month		
1007	Sanitary Tax months @$ per month		
1008	AGGREGATE ACCOUNTING ADJ months @$ per month	0 00	
1100	Title Charges		
1101	Settlement or closing fee to		
1102	Abstract or title search to		
1103	Title examination to		
1104	Title insurance binder to PERPETUAL TITLE	50 00	
1105	Document preparation to DOC PREP		75 00
1106	Notary fees to		
1107	Attorney's fees to TIM QUINN, ATTORNEY AT LAW	350 00	
	(includes above item numbers: 1101-1107)		
1108	Title insurance to PERPETUAL TITLE	429 00	
	(includes above item numbers)		
1109	Lender s coverage $ 188,000 00		
1110	Owner s coverage $ 188,000.00		
1111			
1112			
1113			
1200	Government Recording and Transfer Charges		
1201	Recording fees Deed $ 10 20 ;Mortgage $ 12 20 ;Releases $ 8 10	22 40	8 10
1202	City/county tax/stamps Deed $;Mortgage $		
1203	State tax/stamps Deed $ 148 00 ;Mortgage $ 00		148 00
1204			
1205			
1300	Additional Settlement Charges		
1301	Survey to		
1302	Pest inspection to		
1303			
1304			
1305			
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	2,880 40	231.10

have carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate tatement of all receipts and disbursements made on my account or by me in this transaction I further certify that I have sceived a copy of the HUD 1 Settlement Statement

K&L CONTRACTING, LLC

SEL PROPERTIES LLC

rrowers

Sellers

e HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will use the funds to be disbursed in accordance with this statement

ttlement Agent TIM QUINN, ATTORNEY AT LAW

10/8/03
Date

ARNING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon nviction can include a fine or imprisonment For details see: Title 18 U S Code Section 1001 and Section 1010

OMB NO 2502 0265

A	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1 ☐ FHA 2 ☐ FmHA ☐ CONV UNINS 4 ☐ VA 5 ☐ CONV INS 6 FILE NUMBER RE 04 394 / 7 LOAN NUMBER 8 MORTGAGE INS CASE NUMBER

C NOTE *This form is furnished to give you a settlement statement. 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.*

C 3/88 (D E DAVID C DRE D 39 5)

D NAME AND ADDRESS OF BUYER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
D d C Dudley a d F eda A Dudley	K&L Co t act g LLC P O Box 11641 Columbia SC 29211	

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 0999504	I SETTLEMENT DATE
R chla d Cou ly South Ca oli a	The Harrell Law F rm PLACE OF SETT EMENT 118 Columbia Avenue Chap n SC 29036	April 16 2004

J SUMMARY OF BUYER S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BUYER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract Sales Price	228 000 00	401 Contract Sales Price	228 000 00
102 Pe sonal Property		402 P so al P perty	
103 Settleme t Cha ges to Buye (L ne 1400)	1 267 80	403	
104		404	
105		405	
Adjustments Fo Items Paid By Seller n advance		*Adjustments For Items Pa d By Selle n ad ance*	
106 C ty/Town Ta es to		406 Cty/T w Ta es to	
107 Co ty Taxes to		407 County Ta es to	
108 Assessments to		408 Assessme ts to	
109 HOA Dues 04/17/04 to 01/01/05	601 50	409 HOA D es 04/17/04 to 01/01/05	601 50
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BUYER	229 869 30	*420 GROSS AMOUNT DUE TO SELLER*	228 601 50
200 AMOUNTS PAID BY OR IN BEHALF OF BUYER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Depos t or earnest money	5,000 00	501 Excess Depos t (See Instructions)	
202 P nc pal Amo t of N w L (s)		502 Settleme t Cha ges to Selle (L e 1400)	9 982 91
203 Ex sting loan(s) taken su ject to		503 Ex st g loan(s) t ken s bject to	
204		504 Payoff of first Mortgage	
205		505 Payoff of second Mortgage	
206		506 Depo t et d by b oke	5 000 00
207		507	
208		508	
209		509	
Adjustme ts Fo Items U paid By Selle		*Adjustme t For It ms U pa d By Selle*	
210 C ty/Town T s to		510 City/T wn T s to	
211 Co ty T es 01/01/04 to 04/17/04	88 96	511 Cou ty Ta es 01/01/04 to 04/17/04	88 96
2 2 A m t to		512 Assessme t to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BUYER	5 088 96	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	15 071 87
300 CASH AT SETTLEMENT FROM/TO BUYER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 G oss Amount D eF m B ye (Li e 120)	229 869 30	601 G oss Amount Due To Selle (Line 420)	228 601 50
302 Less Amount Paid By/For Buyer (Line 220)	(5 088 96)	602 Less Reductions Due Selle (Li e 520)	(15 071 87)
303 CASH (X FROM) (TO) BUYER	224 780 34	*603 CASH (X TO) (FROM) SELLER*	213 529 63

The unde signed he eby ack owledge eceipt of a completed copy of pages 1&2 of this s atement & any attachments refer ed to herein
I HAVE CAREFULLY REVIEWED THE HUD 1 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 THE HUD 1 SETTLEMENT STATEMENT

By
Da d C Dudley
F eida A Dudley

Seller K&L Contracting LLC
BY
P es dent
ATTEST
Sec etary/T easurer

TO THE BEST OF MY KNOWLEDGE THE HUD 1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

The Harrell Law F rm
Settleme t Age t

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY S MILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

4797

L. SETTLEMENT CHARGES

			D. FROM BUYER'S FUNDS AT SETTLEMENT	D. TO SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price	$ 228,000.00 @ 6.0000 % = 13,680.00		
	Division of Commission (line 700) as Follows			
701	$ 6,840.00 to Dutch Fork Realty			
702	$ 6,840.00 to Assel Realty Inc.	Less Deposit Retained 5,000.00		
703	Commission Paid at Settlement			8,680.00
704	to			
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origination Fee %	to		
802	Loan Discount %	to		
803	Appraisal Fee	to		
804	Credit Report	to		
805	Underwriting Fee	to		
806	TS rv F	to		
807	Flood Certification Fee	to		
808				
809				
810				
811				
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	Interest From to @ $ /day (days /)			
902	Mortgage Insurance Premium for months to			
903	Hazard Insurance Premium for 10 years to			
904				
905				
1000	RESERVES DEPOSITED WITH LENDER			
1001	Hazard Insurance	@ $ per		
1002	Mortgage Insurance	@ $ per		
1003	City/Town Taxes	@ $ per		
1004	County Taxes	@ $ per		
1005	Assessments	@ $ per		
1006		@ $ per		
1007		@ $ per		
1008	Aggregate Adjustment	@ $ per		
1100	TITLE CHARGES			
1101	Settlement or Closing Fee	to		
1102	Abstract or Title Search	to True Title	199.00	
1103	UPS FEE (Docs)	to The Harrell Law Firm	15.00	
1104	Title Insurance Binder	to Three Kings Title Insurance Agency	75.00	
1105	Document Preparation	to The Harrell Law Firm		125.00
1106	ALTA Endorsements	to Three Kings Title Insurance Agency		
1107	Attorney's Fees	to The Harrell Law Firm	350.00	
	(includes above item numbers)			
1108	Title Insurance	to Three Kings Title Insurance Agency	598.80	
	(includes above item numbers)			
1109	Lender's Coverage	$		
1110	Owner's Coverage	$ 228,000.00 598.80		
1111	Copies Postages Fax Fee	to The Harrell Law Firm	20.00	
1112	UPS Fee (Loan Package)			
1113	UPS Fee (Payoff)	to The Harrell Law Firm		25.00
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Recording Fees Deed $ 10.00 Mortgage $	Releases $	10.00	
1202	City/County Tax/Stamps Deed	Mortgage		
1203	State Tax/Stamps Deed Tax Stamps 843.60	Mortgage		843.60
1204	Satisfactions	to The Harrell Law Firm		5.00
1205	Assignment			
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey			
1302	Pest Inspection	to		
1303	HVAC			
1304	2003 Property Taxes	to Richland County Treasurer 02606 01 04		304.31
1305	Water and Sewer			
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		1,267.80	9,982.91

By signing, you are only authorizing the settlement agent to disburse funds in accordance with this statement. You are not authorizing the settlement agent to sign any documents on your behalf.

Certified to be a true copy
Subscribed Form 099-S

SELLER'S TAXPAYER IDENTIFICATION: THE INFORMATION IN BLOCKS E, G, H, AND ON LINES 01, 406, 407, and 08 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. YOU ARE REQUIRED TO GIVE THIS INFORMATION TO THE SETTLEMENT AGENT WHO MUST BE IMPOSED TO YOU. THIS ITEM IS REQUIRED TO BE REPORTED AND A PENALTY MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND IS NOT REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

For all or a portion of certain real estate transactions, the person responsible for closing the transaction must perform certain tasks with respect to withholding. For more information, see the Internal Revenue Service Publication 4163, Publication 4164, and Publication 4168. Generally, if you are a seller of real property, you must notify the person responsible for closing this transaction if you are a foreign person or if the property you are selling is your main home. If your main home qualifies for the exclusion of gain, you may not have to report the sale on your tax return. In 2004, Schedule D (Form 1040), Capital Gains and Losses, Form 4797, Sales of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of federal mortgage subsidy if the following apply: 1) you received a federally subsidized mortgage loan, 2) you realized a gain on the sale of your principal residence, 3) your original mortgage loan was provided after 1980 and 4) you did not dispose of your home within 9 years after the date you received the federal mortgage subsidy. You will increase your tax by 6.25% of the gain during the year you sold your home. See Publication 523, Selling Your Home.

You have a loss if the amount realized from the sale is less than your adjusted basis. For the period all or a portion of the loss may be deductible. Generally, you may deduct your share of real estate taxes that you paid and that were allocable to the period before the date of sale. You may also deduct your share of real estate taxes that were allocable to the period after the date of sale. For more information, see Publication 523.

For Paperwork Reduction Act Notice, see the 2004 tax return for Forms 1099, 1098, 5498, and W-2.
Department of the Treasury, Internal Revenue Service

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

Seller's Signature	Seller's Signature	Seller's Signature	Buyer's Signature
Seller's SSN	Taxpayer ID/SSN	Taxpayer ID/SSN	Buyer's SSN

(RE-04-3 E 04 39)

4798

ASSET REALTY INC

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry. The use of the word not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation Purchaser and Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to the presentation and signed as written until motion to the contrary upon agency status.

1 DATE A contract to purchase is offered this 4th day of January, year 04
by DAVID C. AND BRENDA A. DUDLEY (Purchaser)
to KAL GULATI (Seller)

2 PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in RICHLAND County South Carolina and being described as follows: LOT #M
Street ERMC To 7466
TMS# Subdivision OF BRYANDS AT DALINE OAK

3 PRICE The sales price is $ 229,900.00 to be paid as follows:
A $ 2,000.00 Earnest money paid by [ ] cash [X] check, [ ] other, held in trust by ASSET REALTY, INC
B $ Additional earnest money to be deposited with prior to
C $ 227,900.00 Balance of down payment at closing, to be in the form of a cashier's check or certified fund
D $ -0- Loan amount (type marked below) to be obtained by Purchaser

4. FINANCING
A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [ ] CONVENTIONAL [ ] SELLER [X] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS
B If Seller financing is included in the financing of this property, Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine to same. If that Purchaser's credit is satisfactory.
C In a cash transaction, Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract.
D This contract is contingent on the property appraising, according to the Lender's appraisal or other appraisal as agreed for the selling price or more.

5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing cost to be paid by the BUYER and the Purchaser's prepaid items to be paid by the BUYER
PMI, FHA MIP, VA or Rural Housing Funding/Guarantee Fee to be paid by the N/A
and to be financed. Discount Points (if any) to be paid by N/A
If Seller pays closing costs, prepaid items, (PMI, FHA-MIP, VA or Rural Housing Funding/Guarantee Fee), and/or discount points on behalf of Purchaser, Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ -0-

6 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five 5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be refunded to Purchaser after earnest money check has cleared the bank.

7 ADDITIONAL CONTINGENCIES [X] Complete the sale and closing of Purchaser's property located at 711 CHIPPENDALE LN, Boiling Spr, SC. It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect. Should Seller be presented another contract, and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the above mentioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing, the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

[ ] Complete the closing of the sale of Purchaser's property currently under contract on or before _____. Property is located at _____. All documentation pertaining to this sale will be provided by Purchaser upon request.

[ ] Other _____

8 INSPECTIONS

A. Home Inspection

The Listing and Selling Broker( ) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period, Section 8A is nullified in its entirety.

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspector report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.

(2 Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum.

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract.

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(c) If Seller rejects addendum Purchaser has two (2) business day from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void.

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s).

B Termite Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [ ] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms. If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing.

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [ ] Seller shall furnish, at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) system are in satisfactory working order. Seller agrees to have any required repairs corrected at his expense prior to closing. Aforementioned not guaranteed for any period of time after closing.

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead-based paint. This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs, the Purchaser may remove this contingency and take the property in inspection report( ) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause.

If this home was built prior to 1978 a "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller.

PAGE 2 OF 3 Initials [illegible] DATE 1-5-04 HAVE READ THIS PAGE [illegible] DATE 1/5/04 I HAVE READ THIS PAGE

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9. CONDITION OF PROPERTY (A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller
(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first
(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property
(D) Seller represents that the property is connected to [X] public/community sewer system or to [ ] a septic tank and to [X] public/community water system or to [ ] well system and [ ] is located in flood zone or [X] is not located in flood zone
(E) Seller represents that the property [X] is or [ ] is not subject to a mandatory association fee (i.e. homeowner's association/regime or otherwise) If property is subject to a mandatory fee the fee is $ 250 per YR and the fee [X] is or [ ] is not current Purchaser [ ] has [X] has not received copy of restrictions/covenants if applicable
(F) Seller warrants that the property [ ] is or [X] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment [ ] has or [ ] has not been paid
(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement.
[X] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10. CONVEYANCE DATE OF CLOSING Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances, except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed. The deed shall be prepared in the name of DAVID C DUDLEY & REBECCA M DUDLEY and delivered to stipulated place of closing. This transaction shall be closed on or before APRIL 15, 2004

11 POSSESSION The Seller will not be obliged to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained. Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty-four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees, fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller-owned security systems clothes line poles curtains/drapery rods ceiling fans attached mirrors light bulbs switch plates duc covers and built-ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS Other conditions PRIOR TO CLOSE PAINTING IN KITCHEN TO CORRECTED UP STAIRS AND W/ CARPETING

14 ADJUSTMENTS Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to the contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise pointed in the contract

BUYER Initials DK DATE 1/9/04 HAVE READ THIS PAGE Seller Initials (PK) DATE 1/9/04 HAVE READ THIS PAGE

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15 FIRE OR CASUALTY — In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract. Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder. If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract.

16 DEFAULT — If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller. Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract. Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination. In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney's fees.

17 MEDIATION — Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud. Any contract signed by the parties pursuant to the mediation conference shall be binding. South Carolina Code Ann. Section 15-48-10 et seq. shall not apply to this contract.

18 ENTIRE CONTRACT BINDING CONTRACT — The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns unless state law permits.

19 EARNEST MONEY — Broker does not guarantee payment of check or checks accepted as earnest money. Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller (s) or both as the court may decide.

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into a interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership. The earnest money so noted [DK] will [X] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker.

20 SURVEY TITLE EXAMINATION INSURANCE — The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing.

21 EXTENSION AGREEMENT — Time is of the essence. If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date. In a cash transaction if terms and conditions of Section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date.

22 BROKERAGE FEE — Real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Broker Agency Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein.

23 NON-RESIDENT TAX — Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

24 HOME WARRANTY COVERAGE — Both parties understand that a home warranty [DK] will [X] will not be provided at closing. If applicable the warranty premium will be paid at closing by the Buyer Seller in the amount of $ [DK] and provided by [DK] Home Warranty Company and written through the [DK] Broker.

25 EXPIRATION OF OFFER — This offer from Purchaser shall be withdrawn at [DK] o'clock [DK] m.(CT) on [DK] unless accepted or countered by Seller in written form prior to such time.

26 FAX — Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

27 SURVIVAL — If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed.

BUYER'S Initials [DK] DATE 2/13/04 HAVE READ THIS PAGE Seller Initials [DK] DATE 2/13/04 HAVE READ THIS PAGE

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28. DEFINITIONS — In this contract, a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holiday

29. HUD/CLOSING STATEMENT RELEASE — Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction.

30. MEGAN'S LAW — The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement official

31. DISCLAIMER — **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement, appliances, heating and air conditioning systems plumbing sewage/septic electrical systems, or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied, as to projected income, value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date 1/1/04	SSN 247-14-1174
Witness as to Purchaser	Purchaser	Date 1-1-04	SSN 247-42-6536
Witness as to Seller	Seller	Date 1/4/04	SSN
Witness as to Seller	Seller	Date	SSN

Listing Agent	Office	Telephone Number
Selling Agent	Office	Telephone Number 803-237-4805

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 12:00 O CLOCK P M (ET) ON 1/5/04 (DATE)

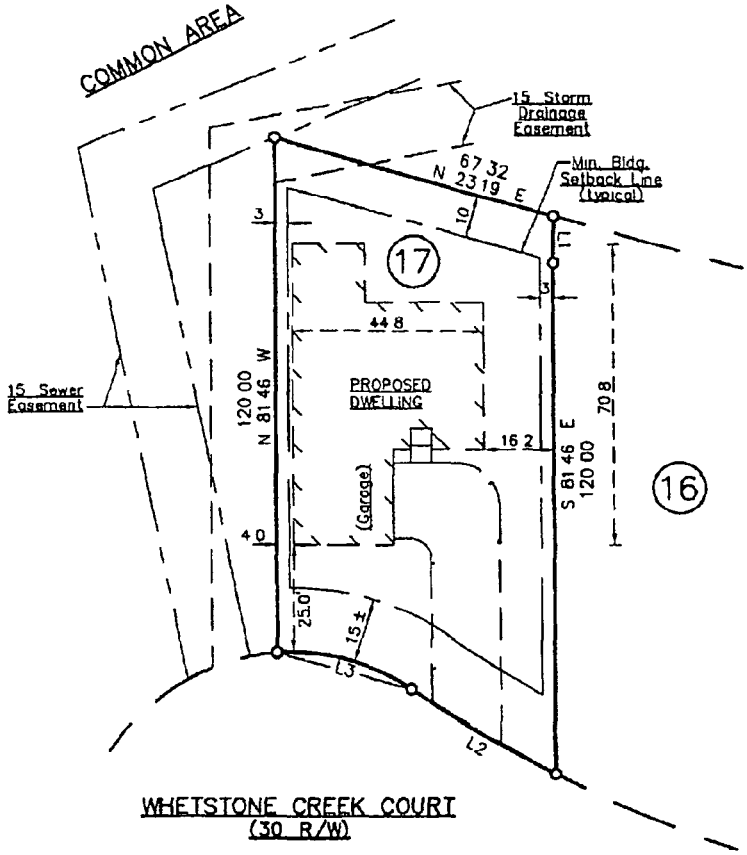
4792

LINE TABLE		
LINE	LENGTH	BEARING
L1	10 79	S 81 46 E
L2	39 13	S 38 52 W
L3	32 43	S 23 12 W

MAGNETIC

NO

PF NO



PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 17 ON A BONDED PLAT OF THE COURTYARDS at ROLLING CREEK PHASE ONE BY ASSOCIATED E & S INC DATED JUNE 20 2002 REVISED OCTOBER 18 2002

NOTES

1) N h ld wo k done by us at this t me
2) V fy dwell g optio s d f nal d me sions th ont t bef tarti g const ti
3) V ify lb / asements with d eloper d t al ffi t pr or to onst t on
4) Th s Plot Plo is o concept al drawing and co t ls show h o ar subject to t on pon f al c truct on

OCTOBER 10 2002

1 = 30

0 15 30 60

COX AND DINKINS
E GINEERS SURVEYORS

COX AND DINKINS INC
72 BELTLINE BLVD
COLUMBIA SOUTH CAROLINA 29205
803 254-0518 Fa 803 765-0993
Email ccinc@coxanddinkins com

SOUTH CAROLINA REGISTERED LAND SURVEYOR 13517 J DONALD RAWLS JR

PROF LAND SURVEYOR NO 13517
J DON RAWLS JR

BOOK	CHK G	TMS 2600-4-2 (Por)	SF NO	NO	PROJ 3V17-CY dwg	BY 14

4800

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0401445	03/26/2004	$		

LOCATION Richland County SC
TMS# 04-02
USEZONE RS-LD FLOODZONE No
MOBILEDECAL
MOBILEMODEL

SUBDIVISION COURTYARD@ROLLINGCREEK
LOT 18
UTILITIES
Electn
Sewer
Gas

OWNER K and L Constracting (803 254 8403)
APPLICAN K and L Contracting

SUB-CONTRs
Electncal
Plumbing
Mechanical

CONTRACTOR K and L Contracting
Patrick A Kirk

LICENSES
General
Electncal
Mechanical
Plumbing

DESCRIPTIONOFWORK
NEW HOME

NATUREOFWORK
New Construction

REPORTCODE
101 New Res Single family houses attached or detached

OCCUPANCYTYPE
R

CONSTRUCTIONTYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combned	16	
Corner	12 5	

DIMENSIONS

#STORIES	2
SQUAREFOOTAGE	0Sq Ft

SINGLEFAMILYONLY

#BATHROOMS	0
#BEDROOMS	0
TOTALROOMS	0

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 03/26/2004

ADDRESS	PERMITNUMBER	PERMITPIN
//BuildingDepartment com/projects	0401445	250626

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case #
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unin 4 [ ] VA 5 [ ] Conv In	2004139 TGQ	7636-12	

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 (p o c) were paid outside the closing they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211 CRC	BB&T 1901 ASSEMBLY STREET COLUMBIA SC 29201

G Property Location	H Settlement Agent	I Settlement Date
LOT 18 ROLLING CREEK TMS#02606 01-05	TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN STREET COLUMBIA SC 29201	06/09/04 DISB DATE 06/09/04

J Summary of Borrower s Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	40,000 00	401 Contract sales price	40,000 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	4,529 90	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	44,529 90	420 Gross Amount Due To Seller	40,000 00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Excess deposit (see instructions)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	597.31
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 312800 00 LOAN AMT	0 00	504 Payoff of first mortgage loan	32,000 00
205 1ST DRAW	44,413 50	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustment for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/04 to 06/09/04	116 40	511 County taxes 1/1/04 to 06/09/04	116 40
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	44,529 90	520 Total Reduction Amount Due Seller	32,713 71
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	44,529 90	601 Gross amount due to Seller (line 420)	40,000 00
302 Less amt paid by/for borrower (line 220)	(44,529 90)	602 Less reduction in amt due seller (ln 520)	(32,713 71)
303 Cash [X] From [ ] To Borrower	0 00	603 Cash [X] To [ ] From Seller	7,286 29

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099 S

SEL PROPERTIES, LLC TAX ID # 57 1039150

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA HB 4305 2

3576

				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700	Total Sales/Broker's Commission based on price $ 40,000.00 @ 00.0%				
	Division of Commission (line 700) as follows				
701	$	to			
702	$	to			
703	Commission paid at Settlement				
704					
800	Items Payable in Connection With Loan				
801	Loan Origination Fee 00 %	BB&T		3,128.00	
802	Loan Discount %				
803	Appraisal Fee	to	CRAINSHAW & HYDRICK	300.00	
804	Credit report	to			
805	Lender Inspection Fee				
806	Mortgage Insurance Application Fee	to			
807	Assumption Fee				
808	FLOOD CERT FEE BB&T			9.00	
809					
810					
811					
812					
813					
814					
815					
900	Items Required By Lender To Be Paid In Advance				
901	Interest from to	@$	/day		
902	Mortgage Insurance Premium for		month to		
903	Hazard Insurance Premium for		years to		
904					
905					
1000	Reserves Deposited With Lender				
1001	Hazard Insurance	months @$	per month		
1002	Mortgage Insurance	months @$	per month		
1003	City Property Taxes	months @$	per month		
1004	County Property Taxes	months @$	per month		
1005	Annual Assessments	month @$	per month		
1006	Flood Insurance	month @$	per month		
1007	Sanitary Tax	month @$	per month		
1008		months @$	per month		
1100	Title Charges				
1101	Settlement or closing fee	to			
1102	Abstract or title search	to			
1103	Title examination	to	PERPETUAL TITLE	50.00	
1104	Title insurance binder	to			
1105	Document preparation	to	DOC PREP		75.00
1106	Notary fee	to			
1107	Attorney's fee	to	TIMOTHY G QUINN	350.00	
	(include above item number	1101-1107	)		
1108	Title insurance	to	PERPETUAL TITLE	647.40	
	(include above item numbers		)		
1109	Lender's coverage	$	312,800.00		
1110	Owner's coverage	$	40,000.00		
1111					
1112					
1113					
1200	Government Recording and Transfer Charges				
1201	Recording fees Deed $ 10.20	Mortgage $ 12.20	Releases $ 8.10	30.50	
1202	City/county tax/stamp Deed $	Mortgage $			
1203	State tax/stamp Deed $ 148.00	Mortgage $ 00			148.00
1204					
1205					
1300	Additional Settlement Charges				
1301	Survey to				
1302	Pest inspection to				
1303	DELIVERY FEE			15.00	
1304	RICHLAND COUNTY TREASURER				374.31
1305					
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			4,529.90	597.31

I have carefully reviewed the HUD-1 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 the HUD-1 Settlement Statement.

KLL CONTRACTING LLC

SEL PROPERTIES LLC

Borrowers

Sellers

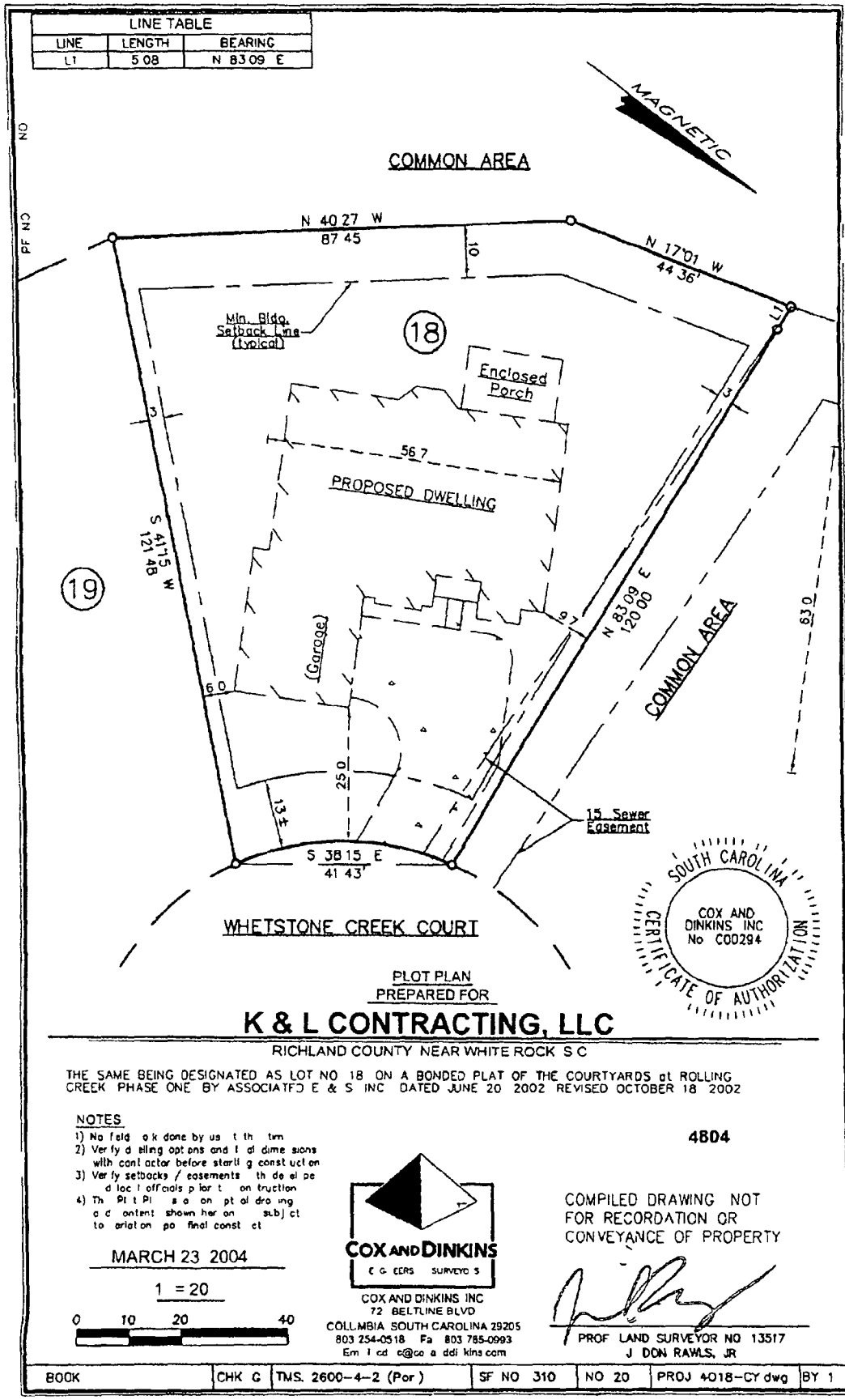
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent TIM QUINN/ ATTORNEY AT LAW

06/09/04
Date

3577

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 18 ON A BONDED PLAT OF THE COURTYARDS at ROLLING CREEK PHASE ONE BY ASSOCIATED E & S INC DATED JUNE 20 2002 REVISED OCTOBER 18 2002

NOTES

1) No field work done by us with this plan
2) Verify building options and all dimensions with contractor before starting construction
3) Verify setbacks / easements with developer and local officials prior to construction
4) This Plot Plan is a conceptual drawing and content shown hereon subject to variation pending final construct

MARCH 23 2004

1 = 20

0 10 20 40

4804

COMPILED DRAWING NOT FOR RECORDATION OR CONVEYANCE OF PROPERTY

COX AND DINKINS
ENGINEERS SURVEYORS

COX AND DINKINS INC
72 BELTLINE BLVD
COLUMBIA SOUTH CAROLINA 29205
803 254-0518 Fax 803 765-0993
Email cad@coxanddinkins.com

PROF LAND SURVEYOR NO 13517
J DON RAWLS, JR

BOOK	CHK C	TMS 2600-4-2 (Por)	SF NO 310	NO 20	PROJ 4018-CY dwg	BY 1

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that SEL Properties, LLC, (hereinafter referred to as Grantor) of the State of South Carolina, in consideration of the sum of Forty Thousand Hundred and no/100 ($40 000 00) Dollars to it in hand paid on this date by K&L Contracting, LLC (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant bargain sell and release all of Grantor's right title and interest in the property described below unto Grantee its successors and assigns all of its right title and interest in and to

Street Address Lot 18 of the Courtyards at Rolling Creek Phase I

TMS# 02606-01-05

Legal Description See Exhibit "A" attached

Together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining

To have and to hold all and singular the premises before mentioned unto the said Grantee its successors and assigns forever and it does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee its successors and assigns against it and its successors and assigns and against every person whomsoever claiming or to claim the same or any part thereof

IN WITNESS WHEREOF, the execution hereof this 9th day of June 2004

WITNESSES

Laura McDonald

Timothy McClure

(SEAL)
SEL Properties LLC
By Stephen E Lipscomb
Its Manager

Deed
Book 00945 2452
20040473 4 6/14/2004 12 46 44 22
Fee $10 00 County Tax $44 00 State Tax $104 00

2004047354 John G Noms Richland County ROD

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named SEL Properties LLC by Stephen E. Lipscomb, manager, sign seal and as its act and deed deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof

SWORN TO BEFORE ME THIS

9th day of June 2004

Timothy A. Quinn (L S) Laura McDonald

Notary Public for South Carolina

My Commission Expires 4/17/2010

Grantee's Address PO Box 11641, Columbia, SC 29211

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland State of South Carolina being known as designated as Lot 18 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S, Inc , and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22 2002 and having the same boundaries and measurements as shown on said plat

TMS# 02606-01-05

Derivation This being the same property conveyed to SEL Properties, LLC from Robert E Cripps II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

STATE OF SOUTH CAROLINA]
]
COUNTY OF RICHLAND]

BB&T of South Carolina

MORTGAGE OF REAL ESTATE

THIS MORTGAGE made this 9th day of June, 2004 by K & L Contracting LLC (hereinafter referred to as Mortgagor) and granted and given to BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA (hereinafter referred to as Mortgagee) a corporation organized and existing under the laws of the State of South Carolina whose address is 1901 Assembly Street Columbia South Carolina 29201 2439

WHEREAS K & L CONTRACTING LLC is indebted to Mortgagee as evidenced by a certain promissory note dated the 9th day of June, 2004 executed in favor of Mortgagee in the principal sum of THREE HUNDRED TWELVE THOUSAND EIGHT HUNDRED DOLLARS & 00/100 Dollars ($ 312,800 00) and any renewals extensions or modifications thereto the terms of which are incorporated herein by reference Where used herein the term Note or Notes shall be deemed to include the note above described along with any other notes additional advance agreements or other documents now or hereafter evidencing any debt whatsoever incurred by Mortgagor and payable to Mortgagee

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that the Mortgagor for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof and also to secure in accordance with § 29 3 50 As Amended of the Code of Laws of South Carolina (1976) or any such successor statute as may apply

1 All future advances and readvances that may subsequently be made to the Mortgagor evidenced by the Note(s) and by all renewals and extensions thereof and

2 All other indebtedness of Mortgagor to Mortgagee now or hereafter existing whether direct or indirect the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed $ 312,800.00 plus interest thereon all charges and expenses of collection incurred by Mortgagee including Court costs and reasonable attorneys fees has granted bargained sold assigned released and does by these presents grant bargain sell assign and release unto the Mortgagee its successors and assigns the following described property

See Exhibit A

Book 00945-2455 Mortgage
2004047355 06/14/2004 1 46 44 2
Fee $11 00 County Tax $0 00 State Tax $0 00

2004047355 John G Norris Richland County ROD

Together with all and singular improvements thereon and the rights members hereditaments and appurtenances to the same belonging or in any way appertaining all the rents issues and profits thereof (provided however that unless otherwise agreed the Mortgagor shall be entitled to collect and retain the said rents issues and profits until default hereunder) and including all heating plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described (herein collectively the Property)

TO HAVE AND TO HOLD all the said Property unto the Mortgagee its successors and assigns forever

The Mortgagor covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate if any as is stated hereinbefore) that he has good right and lawful authority to sell convey or encumber the same and that the premises are free and clear of all liens and encumbrances whatsoever except as listed in the title opinion or title insurance policy which Mortgagee has obtained in the transaction in which Mortgagee obtained this Mortgage The Mortgagor further covenants to warrant and forever defend title to the premises as herein conveyed unto the Mortgagee from and against all persons whomsoever lawfully claiming the same or any part thereof

The Mortgagor (and where more than one each jointly and severally) covenants and agrees as follows

1 That if he is a maker or obligor on the Note(s) he will promptly pay the principal of and interest on the indebtedness evidenced by the said Note(s) and any subsequent note or agreement evidencing additional advances at the time and in the manner therein provided Mortgagor shall timely pay and perform any obligation covenant or warranty contained not only in this mortgage but also any other mortgage or writing which gives rise to or which may constitute a lien upon any of the Property Upon request of Mortgagee Mortgagor promptly shall furnish satisfactory evidence of such payment or performance Mortgagor shall not enter into terminate cancel or amend any material lease or contract affecting the Property or any part thereof without the prior written consent of the Mortgagee

2 That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of or any other modification relating to the indebter or any part thereof secured hereby

3 That he will pay as they become due all mortgage loan insurance premiums taxes assessments water rates and other governmental or municipal charges fines or imposition assessed against the property hereby mortgaged If the Mortgagor fails to make any payments provided *for in this section or* any other payments for taxes assessments or the like the Mortgagee may pay the same and all sums so paid shall bear interest at the same rate as the principal debt secured hereby (from the date of such advance) and shall be secured by this mortgage

4 That he will keep the Property in as good order and condition as it is now reasonable wear and tear excepted and will not commit or permit any waste thereof

5 That he will produce and continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements which form a part of the Property now or hereafter on said premises and will pay promptly when due any premiums therefore If he fails to do so the Mortgagee may cause the same to be done and reimburse itself for such premiums and expenses and the same shall be secured by this mortgage All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor and Mortgagee jointly and the insurance proceeds or any part thereof may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the property damaged

6 That he hereby assigns all the rents issues and profits of the Property from and after any default hereunder and should legal proceedings be instituted pursuant to this instrument then the Mortgagee shall have the right to have appointed a receiver of the rents issues and profits who after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver shall apply the residue of the rents issues and profits toward the payment of the debt secured hereby Mortgagor hereby appoints Mortgagee as Mortgagor s attorney in fact to collect any rents and profits with or without suit and to apply the same less expenses of collection to any indebtedness owing under the Note(s) in any manner as Mortgagee may desire

7 That he will pay as they become due the principal and interest on all notes obligations contracts or agreements secured by any mortgage lien or security interest having priority over this mortgage as to the Property described herein If the Mortgagor fails to make any of the payments as provided in this section Mortgagee may pay the same and add any amounts so paid to the principal debt and all sums so paid shall bear interest at the same rate as the principal debt secured hereby and shall be secured by this mortgage

8 Mortgagor for itself its successors and assigns represents warrants and agrees that (a) neither Mortgagor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency entity or other person with regard to Hazardous Materials on from or affecting the Property (b) neither Mortgagor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property (c) the Property are presently in compliance with all Environmental Laws there are no circumstances presently existing upon or under the Property or relating to the Property which may violate any applicable Environmental Laws and there is not now pending or threatened any action suit investigation or proceeding against Mortgagor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws (d) the Property shall be kept free of Hazardous Materials and shall not be used to generate manufacture transport treat store handle dispose or process Hazardous Materials (e) Mortgagor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Material onto or from the Property or suffer the presence of Hazardous Materials on the Property (f) Mortgagor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws (g) the Mortgagor has obtained and will at all times continue to obtain and/or maintain all licenses permits and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the Permits) and the Mortgagor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits (h) Mortgagor shall immediately give the Beneficiary oral and written notice in the event that Mortgagor receives any notice from any governmental agency entity or any other party with regard to Hazardous Materials on from or affecting the Property and shall conduct and complete all investigations sampling and testing and all remedial removal and other actions necessary to clean up and remove all Hazardous Materials on from or affecting the Property in accordance with all applicable Environmental Laws The Mortgagor hereby agrees to indemnify the Mortgagee and hold the Mortgagee harmless from and against any and all losses liabilities damages inquiries (including without limitation attorneys fees) and claims of any and every kind whatsoever paid incurred or suffered by or asserted against Mortgagee for with respect to or as a direct or indirect result of (a) the presence on or under or the escape spillage emission or release from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Mortgagor (b) the violation of any Environmental Laws relating to or affecting the Property whether or not caused by or within the control of Mortgagor (c) the failure by Mortgagor to comply fully with the terms and provisions of this paragraph or (d) any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect For purposes of this Mortgage Hazardous Material means and includes petroleum products any flammable explosives radioactive materials asbestos or any material containing asbestos and/or any hazardous toxic or dangerous waste substance or material defined as such in (or for the purposes of) the Environmental Laws For the purpose of this Mortgage Environmental Laws means the Comprehensive Environmental Response Compensation and Liability Act the Hazardous Materials Transportation Act the Resource Conservation and Recovery Act any Super Fund or Super Lien law or any other federal state or local law regulation or decree regulating relating to or imposing liability or standards of conduct concerning any petroleum products any flammable explosives radioactive materials asbestos or any material containing asbestos and/or any hazardous toxic or dangerous waste substance or material as may now or at any time hereafter be in effect The obligations and liabilities of Mortgagor under this paragraph shall survive the foreclosure of the Mortgage the delivery of a deed in lieu of foreclosure the cancellation or release of record of this Mortgage or the payment and cancellation of the Note or if otherwise expressly permitted in writing by the Mortgagee the sale or alienation of any part of the Property

9 Mortgagor shall be in default under this mortgage upon the occurrence of any of the following

(a) Default in the payment or performance of any of the obligations or of any covenant or warranty in this mortgage in the Note(s) or other document executed in connection herewith or in any other note of Mortgagor to Mortgagee or any contract between Mortgagor and Mortgagee or in any contract between any third party and Mortgagee made for the benefit of Mortgagor or

(b) Any warranty representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor in connection with this transaction proving to have been false in any material respect when made or furnished or

(c) Loss theft substantial damage destruction to or of the Property or the assertion or making of any levy seizure mechanic s or materialman s lien or attachment thereof or thereon or

(d) Death dissolution termination of existence insolvency business failure appointment of a Receiver for any part of the property of assignment for the benefit of creditors by filing of a bankruptcy petition by or against or the inability to pay debts in the ordinary course of business of the Mortgagor or any co maker endorser guarantor or surety for Mortgagor or

(e) Failure of a corporate Mortgagor or co maker endorser guarantor or surety for Mortgagor to maintain its corporate existence in good standing or

(f) Upon the entry of any monetary judgement of the assessment or filing of any tax lien against Mortgagor or upon the issuance of any writ of garnishment or attachment against any property debts due or rights of Mortgagor or

(g) The sale (including sale by land con upon delivery of possession) transfer or encur nce of all or any part of the Property or any interest therein or any change in the ownersl control of any corporate or partnership Mortgag ithout Mortgagee s prior written consent or

(h) If Mortgagee should otherwise deem itself its security interest the Property or the indebtedness evidenced by the Note(s) unsafe or insecure or should Mortgagee otherwise believe that the prospect of payment or other performance is impaired

10 It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the Note(s) secured hereby If there is a default in any of the terms conditions or covenants of this mortgage or of any of the Note(s) secured hereby then at the option of the Mortgagee and without prior notice to the Mortgagor all sums then owing by the Mortgagor or any other obligor on the Note(s) to the Mortgagee shall become immediately due and payable the Mortgagee may in addition pursue all other rights and remedies available against any Mortgagor or any borrower or other obligor under the Note(s) under applicable provisions of South Carolina Law and of any other law governing the Note(s) This mortgage shall remain as security for full payment of all indebtedness evidenced by the Note(s) and for performance of any obligation evidenced by the Note(s) or any document executed in connection therewith notwithstanding the sale or release of any or all of the Property the assumption by another party of Mortgagor s obligations under the Note(s) or this mortgage the forbearance or extension of time or payment of the indebtedness evidenced by the Note(s) or any one of same or the release of any party who has assumed or incurred any obligation for the repayment of any indebtedness evidenced by the Note(s) and secured by this mortgage None of the foregoing shall in any way affect the full force and effect of the lien of this mortgage or impair the Mortgagee s right to any other remedies against the Mortgagor or any other obligors under the Note(s) Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee s right to accelerate maturity of the indebtedness evidenced by the Note(s) secured hereby Time is of the essence the payment or performance of any of the obligations or of any covenant or warranty contained in this mortgage or in any of the Note(s) or any other document related thereto

11 Mortgagor understands that upon default hereunder along with other remedies set out herein and in the above referenced Note(s) the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgement pursuant to § 29 3 660 of the South Carolina Code of Laws (1976) Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under § 29 3 680 et seq South Carolina Code of Laws (1976) as Amended and understands and agrees that a deficiency judgement if pursued by Mortgagee shall be determined by the highest priced bid at the judicial sale of the Property

12 The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs executors administrators successors and assigns of the parties hereto Whenever used the singular number shall be applicable to all genders and the term Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise The liability of the Mortgagor hereunder shall if more than one be joint and several The designations corporate corporation and partnership include limited liability companies and limited liability partnerships

Wavier of Appraisal Rights The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction **TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN MORTGAGOR HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY**

IN WITNESS WHEREOF each Mortgagor has executed this Mortgage the day and year first above written

Signed sealed and delivered in the presence of

If Mortgagor is a Corporation

Laura McDonald (SEAL)

Timothy DeLuca (SEAL)

_____ (SEAL)

_____ (SEAL)

SEL Properties, LLC
NAME OF CORPORATION

By X _____

Title Managers

By _____

Title _____

If Mortgagor is a Partnership Limited Liability Company or Limited Liability Partnership

_____
NAME OF PARTNERSHIP LLC OR LLP

_____ (SEAL) By _____ (SEAL)
GENERAL PARTNER OR MANAGER

_____ (SEAL) By _____ (SEAL)
GENERAL PARTNER OR MANAGER

_____ (SEAL) By _____ (SEAL)
GENERAL PARTNER OR MANAGER

_____ (SEAL) By _____ (SEAL)
GENERAL PARTNER OR MANAGER

If Mortgagor is an Individual

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____
TYPE NAME OF MORTGAGOR

_____ (SEAL)

_____
TYPE NAME OF MORTGAGOR

_____ (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named _____ a South Carolina corporation by _____ its _____ sign seal and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness that witnessed the execution thereof

SWORN TO and subscribed before me this _____ day of _____ _____

_____ (SEAL)
Notary Public for South Carolina
My commission expires _____

_____
Witness

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named _____ a South Carolina general partnership by _____ its general partner sign seal and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above witnessed the execution thereof

SWORN TO and subscribed before me this _____ day of _____ _____

_____ (SEAL)
Notary Public for South Carolina
My commission expires _____

_____
Witness

STATE OF SOUTH CAROLINA
COUNTY OF Richland

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw S&L Properties, LLC a South Carolina limited liability company / limited partnership that by Manager its member or manager / general partner sign seal and as its act and deed and deliver the foregoing within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness witnessed the execution thereof

SWORN TO and subscribed before me this 9th day of June 2004

Timothy A. Clark (SEAL)
Notary Public for South Carolina
My commission expires 1/17/2010

Laura McDonald
Witness

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named _____ sign seal and as his/her act and deed deliver the within written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above witnessed the execution thereof

SWORN TO and subscribed before me this _____ day of _____ _____

_____ (SEAL)
Notary Public for South Carolina
My commission expires _____

_____
Witness

EXHIBIT A

All that certain piece, parcel or lot of land together with any improvements thereon, situate lying and being in the County of Richland State of South Carolina, being known as designated as Lot 18 on a bonded plat of The Courtyards at Rolling Creek, Phase I prepared by Associated E & S, Inc , and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat

TMS# 02606-01-05

Derivation This being the same property conveyed to SEL Properties LLC from Robert E Cripps, II by deed recorded in the Richland County ROD on 10/6/2000 in Book 449 at Page 37

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576-2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0402516	06/02/2004	$ 138105 00	$	

NAMES & ADDRESSES

LOCATION Richland County, SC
TMS# 04-02
USEZONE RS LD FLOODZONE No
MOBILE DECAL
MOBILE MODEL

SUBDIVISION COURTYARDS @ ROLLING CREEK
LOT 19
UTILITIES
Electn
Sewer
Gas

OWNER K and L Constracting Llc (803 786 9584)
APPLICAN Data Unavailable
SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default
LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOME

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single family houses attached or detached

OCCUPANCY TYPE **R**
CONSTRUCTION TYPE **VIU**

SETBACKS	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS
#STORIES 1
SQUARE FOOTAGE 2993 Sq Ft

SINGLE FAMILY ONLY
#BATHROOMS 0
#BEDROOMS 0
TOTAL ROOMS 0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 06/02/2004

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http //BuildingDepartment com/projects	0402516	253785

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment.com

printed July 17 2007

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan: 1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unins 4 [ ] VA 5 [ ] Conv Ins

6 File Number: 2004106 TGQ

7 Loan Number:

8 Mortgage Ins Case #

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 (p o c) were paid outside the closing; they are shown here for informational purposes and are not included in the totals

D Name and Address of Borrower
K & L CONTRACTING LLC
PO BOX 11641
COLUMBIA SC 29211

E Name and Address of Seller
SEL PROPERTIES LLC
PO BOX 11641
COLUMBIA SC 29211 CRC

F Name and Address of Lender
FIRST PALMETTO
3932 FOREST DROVE
COLUMBIA SC 29204

G Property Location
LOT 19 CTYDS ROLLING CK
11 WHETSTONE CK CT TMS#02606 01-06

H Settlement Agent
TIM QUINN, ATTORNEY AT LAW

Place of Settlement
1421 CALHOUN STREET
COLUMBIA SC 29201

I Settlement Date
05/26/04
DISB DATE: 05/26/04

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	40,000 00	401 Contract sale price	40,000.00
102 Personal property		402. Personalproperty	
103. Settlement charges to borrower (line1400)	2,923.40	403.	
104		404	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406. City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408. Assessments to	
109.		409	
110.		410	
111		411	
112.		412	
120. Gross Amount Due From Borrower	42,923.40	420 Gross Amount Due To Seller	40,000.00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201. Deposit or earnest money	0.00	501. Excess deposit (see instructions)	0.00
202 Principal amount of new loan( )	0.00	502 Settlement charges to seller (line 1400)	605 41
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204 180000.00 CONST LOAN	0 00	504 Payoff of first mortgage loan	32,000 00
205. 1ST DRAW	42,817 12	505. Payoff of second mortgage loan	
206		506	
207.		507.	
208		508	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1/04 to 05/26/04	106 28	511 County taxes 1/1/04 to 05/26/04	106 28
212. Assessments to		512. Assessments to	
213		513	
214.		514.	
215		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519	
220. Total Paid By/For Borrower	42,923 40	520 Total Reduction Amount Due Seller	32,711 69
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	42,923 40	601 Gross amount due to Seller (line 420)	40,000 00
302 Less amt paid by/for borrower(line 220)	(42,923 40)	602. Less reductions in amt due seller(ln 520)	(32,711.69)
303. Cash [X] From [ ] To Borrower	0.00	603 Cash [X] To [ ] From Seller	7,288.31

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099 S

SEL PROPERTIES, LLC TAX ID # 57 1039150

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA, HB 4305

6685

			Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
700	Total Sale /Broker s Commission based on price $ 40,000.00 @ 00 %			
	Division of commission (line 700) as follow			
701	$	to		
702	$	to		
703	Commission paid at settlement			
704				
800	Item Payable in Connection with Loan			
801	Loan origination Fee .00 %	FIRST PALMETTO	1,800.00	
802	Loan Discount	%		
803	Appraisal Fee	to THOMAS W WATTS ASSOC	300.00	
804	Credit r Port	to		
805	Lender s Inspection Fee			
806	Mortgage In urance Application Fee to			
807	Assumption Fee			
808	FLOOD SEARCH FEE		18 00	
809				
810				
811				
812				
813				
814				
815				
900	Items Required By Lender To Be Paid In Advance			
901	Interest from to @$ /day			
902	Mortgage Insurance Premium for months to			
903	H zard Insur nce Premium for years to			
904				
905				
1000	Reserves Deposited With Lender			
1001	Hazard Insurance	months @$ per month		
1002	Mortgage Insurance	months @$ per month		
1003	City Property Taxes	months @$ per month		
1004	County Property Taxes	months @$ per month		
1005	Annual Asse sments	months @$ per month		
1006	Flood Insurance	months @$ per month		
1007	Sanitary Tax	months @$ per month		
1008	AGGREGATE ACCOUNTING ADJ	months @$ per month	0 00	
1100	Title Charges			
1101	Settlement or closing fee	to		
1102	Abstract or title search	to ABSOLUTE TITLE	69.00	
1103	Title examination	to		
1104	Title insurance binder	to PERPETUAL TITLE	50.00	
1105	Document preparation	to DOC PREP		75 00
1106	Notary fees	to		
1107	Attorney s fees	to TIM QUINN, ATTORNEY AT LAW	250 00	
	(include above item number	1101-1107)		
1108	Ti le insurance	to PERPETUAL TITLE	415 00	
	(includes above item numbers	)		
1109	Lender s coverage	$ 180,000.00		
1110	Owner s coverage	$		
1111				
1112				
1113				
1200	Government Recording and Tran fer Charges			
1201	Recording fees Deed $ 10 20	,Mortgage $ 11 20 ,Releases $ 8 10	21.40	8 10
1202	City/county tax/stamps Deed $	,Mortgage $		
1203	State tax/s mps Deed $ 148 00	,Mortgage $ 00		148 00
1204				
1205				
1300	Additional Settlement Charge			
1301	Survey to			
1302	Pest inspection to			
1303	RICHLAND COUNTY TREASURER			374 31
1304				
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		2,923 40	605 41

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipt and disbu sements made on my account or by me in this transaction I further certify that I have received a copy of the HUD 1 Settlement Statement

R & L CONTRACTING LLC

SEL PROPERTIES LLC

Borrowers

Sellers

the HUD 1 Settlement Statement which I have prep red is a true and accurate account of this transaction I have aus ed or will cause the funds to be disbur sed in accordance with this statement

Settlement Agent TIM QUINN ATTORNEY AT LAW

05/26/04

Date

WARNING: It is a crime to knowingly make false s tements to the United States on this or any other similar form Penalties upon conviction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1

6686

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. __ FHA 2. __ FmHA 3. X Conv. Unins. 4. __ VA 5. __ Conv. Ins.	6. File Number: 0410225R	7. Loan Number: 30016860	8. Mortgage Insurance Case Number:

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 (P.O.C.) were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
CLAUDE S. MOBLEY SR. MARCIA J. MOBLEY IRMO, SC 29063	K & L CONTRACTING, LLC	FIRST CITIZENS BANK AND TRUST COMPANY, INC. 3314 PARK STREET COLUMBIA, SC 29201

G. Property Location	H. Settlement Agent	I. Settlement Date
IRMO, SC 29063 LOT 19 THE COURTYARDS @ ROLLING CREEK	AUSTIN, LEWIS & ROGERS, P.A. Place of Settlement 508 HAMPTON STREET THIRD FLOOR COLUMBIA, SC 29201	10/27/04

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	238,969.00	401. Contract sales price	238,969.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	5,601.99	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	244,570.99	420. GROSS AMOUNT DUE TO SELLER	238,969.00
200. Amounts Paid By or In Behalf of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money	10,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	191,150.00	502. Settlement charges to seller (line 1400)	15,372.44
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan FIRST PALMETTO SAVINGS BANK	155,965.63
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 10/27	307.83	511. County taxes 01/01 to 10/27	307.83
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	201,457.83	520. TOTAL REDUCTION AMOUNT DUE SELLER	171,645.90
300. Cash At Settlement From or To Borrower		**600. Cash At Settlement To or From Seller**	
301. Gross amount due from borrower (line 120)	244,570.99	601. Gross amount due to seller (line 420)	238,969.00
302. Less amounts paid by/for borrower (line 220)	201,457.83	602. Less reductions in amt. due seller (line 520)	171,645.90
303. CASH FROM BORROWER	43,113.16	603. CASH TO SELLER	67,323.10

DO NOT RELEASE OR PAY ANY FUNDS UNTIL ALL DOCUMENTS HAVE BEEN SIGNED AND ALL CONDITIONS HAVE BEEN SATISFIED. IT IS RECOMMENDED THAT THE BORROWER AND SELLER EACH RETAIN A COPY OF THIS STATEMENT. IF THIS SETTLEMENT CONSISTS OF MORE THAN ONE PAGE, EACH PAGE MUST BE SIGNED BY BOTH BORROWER AND SELLER. THE UNDERSIGNED HEREBY APPROVE(S) THE DISBURSEMENTS AS SHOWN ON THIS STATEMENT AND ACKNOWLEDGE(S) RECEIPT OF A COPY HEREOF. THE UNDERSIGNED FURTHER AUTHORIZE(S) THE DISBURSEMENTS AS SHOWN ON THIS STATEMENT AND ACKNOWLEDGE(S) RECEIPT OF A COPY HEREOF. THE UNDERSIGNED FURTHER AUTHORIZE(S) THE PREPARATION AND DELIVERY OF A DEED AND OTHER INSTRUMENTS NECESSARY TO CARRY OUT THE TERMS OF SALE BETWEEN THEMSELVES.

Claude S. Mobley Sr. — CLAUDE S. MOBLEY SR. — Buyer

Marcia J. Mobley — MARCIA J. MOBLEY — Buyer

K & L Contracting LLC — K & L CONTRACTING LLC — Seller

By: Barry C. Lockhart, Agent — By

4820

RESPA, HB 3052, REV. HUD (3/86)

0002606

U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

PAGE 2

L SETTLEMENT CHARGES	FILE # 0410225R		PAID FROM BORROWER S FUNDS AT SETTLEMENT	PAID FROM SELLER S FUNDS AT SETTLEMENT
700 TOTAL SALES/BROKER'S COMMISSION based on p ice $ 238 969 00 @ 6 00		14 338 14		
Divisio of omm ssion (line 700) as follows				
701 $ 7 169 07 to CENTURY 21/BOB CAPES REALTORS				
702 $ 7 169 07 to DUTCH FORK REALTY				
703 Commission paid at Settlement				14 338 14
704				
800 ITEMS PAYABLE IN CONNECTION WITH LOAN		POC Items		
801 Loan Origination Fee 1 %	FIRST CITIZENS BANK		1 911 50	
802 Loan Discount %				
803 Appraisal Fee to	FIRST CITIZENS BANK	300		
804 Credit Report to	FIRST CITIZENS BANK	17		
805 Lender's Inspection Fee to				
806 Mtg I s Application Fee to				
807 Ass mption Fee to				
808 APPLICATION FEE	FIRST CITIZENS BANK	468		
809 FLOOD CERTIFICATION FEE	FIRST CITIZENS BANK	128		
810 UNDERWRITING FEE	FIRST CITIZENS BANK		240 00	
811 Additional Cha ges *** See Attached Addendum ***			180 00	
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901 Interest from 10/27/04 to 11/01/04 @ $ 28 80 /day		5 Days	144 02	
902 Mo tg ge I ance P emaum for to				
903 Haza d Insura ce P em m for 1 y	to STATE FARM		770 00	
904				
905				
1000 RESERVES DEPOSITED WITH LENDER FOR				
1001 Haza d Ins ance	2 mo @$ 64 17 /mo		128 34	
1002 Mortgage I surance	mo @$ /mo			
1003 C ty property taxes	mo @$ /mo			
1004 Cou ty prope ty taxes	13 mo @$ 31 19 /mo		405 47	
1005 Annual Assessments	mo @$ /mo			
1006	mo @$ /mo			
1007	mo @$ /mo			
1008 Aggregate C ed t t Hazard/Flood I s City/Cou ty Prop Taxes Mortgage I s & Ann al Assessments			64 14	
1100 TITLE CHARGES				
1101 Settlement or closing fee to				
1102 Ab t act or title search to				
1103 Title examination to	IRMO REAL ESTATE TITLE CO INC		164 50	
1104 Title insu ance binder to	L&B TITLE		75 00	
1105 Document p p ation to	AUSTIN LEWIS & ROGERS P A			125 00
1106 Notary fees to				
1107 Attorney fee to	AUSTIN LEWIS & ROGERS P A		400 00	
(include above items No)				
1108 Title insurance to	L&B TITLE		696 90	
(includes above items No MTGEE AND OWNERS ADVANTAGE POLICIES)				
1109 Lender s coverage $ 191 150 00	523 20			
1110 Owner s coverage $ 238 969 00	173 70			
1111 ALTA 9 ADDITIONAL RISK PREMIUM L&B TITLE			100 00	
1112 FAX/COPIES/POSTAGE	AUSTIN LEWIS & ROGERS		50 00	
1113 Additional Charges *** See Attached Addendum ***			25 00	25 00
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES				
120 Recording fees Deed $ 30 10	Mortgage $ 25 10	Rele es $ 5 10	40 30	
1202 City/cou ty/stamp Deed $ 884 30	Mo tgage $			884 30
1203 State tax/stamps Deed $	Mortgage $			
1204				
1205 RECORD PLAT			10 10	
1300 ADDITIONAL SETTLEMENT CHARGES				
1301 Survey to	COX AND DIMKINS INC		325 00	
1302 Pest in pection to				
1303				
1304				
1305				
1400 TOTAL SETTLEMENT CHARGES (ente lines 103 and 502 Sections J and K)			5 601 99	15 372 44

Have Each by reviewed th HUD- 2 men S emen and th b m led an atte and tem eip nd di man m
e m or m in g oc ca h th v ec UD % tem Si m

CLAUDE S MOBLEY SR Buyer B er

MARGARET J MOBLEY Bu Re

AUSTIN LEWIS & ROGERS P A
Settlemen Age

R & L CONTRACTING LLC S ll

By Larry C Cook Jr agent

10/27/04

4821

RESPA HB 4305 2 REV HUD-1 (3/86)

0002607

Century 21®
Bob Capes Realtors

NEW CONSTRUCTION
CONTRACT OF SALE

(Standard Form of The Greater Columbia Association of REALTORS® Rev 1/98) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and standards of practice

Agency Confirmation **Purchaser and Builder/Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status**

1 DATE An AGREEMENT made this 12th day of April 2004 between Marcia S + Elaine S Mobley Purchaser(s) and K+L Contracting LLC Builder/Seller(s)

2 OFFER AND DESCRIPTION Purchaser agrees to buy and Builder/Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in Richland County South Carolina and being described as follows Street _____ City Irmo Zip 29063 Lot 14 Block _____ Subdivision Courtyards at Rolling Creek

3 PRICE The sales price is 224,360 to be paid as follows
A $ 10,000 Earnest Money paid by [ ] cash [✓] check [ ] other held in trust by C-21 Bob Capes Realtors
B $ 20,000 Balance of down payment at closing
C $ 194,360 Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING FHA___ VA___ (see addendum for FHA/VA) CONVENTIONAL ✓ SELLER___ FIXED___ ADJUSTABLE___ GRADUATED___ OTHER TERMS _____

5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained closing costs to be paid by the Seller/Purch prepaid items by the Seller/Purch. PMI FHA MIP VA or FMHA Funding Fee to be paid by the Seller/purchaser [ ] To be financed Discount Points (if any) to be paid by Not Applicable If Builder/Seller pays closing costs prepaid items (PMI FHA MIP VA or FMHA funding fee) and/or discount points on behalf of Purchaser Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ [redacted] PK 4/14/04

6 LOAN PROCESSING APPLICATION FINANCING CONTINGENCY Purchaser agrees to apply for financing as stated above from the Institution of his choice and agrees to provide Builder/Seller within 5 business days from the date of acceptance confirmation from Lender that application has been made funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser s failure to apply as required above shall constitute a default under this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser s loan to the listing or cooperating broker(s) or agent(s) If loan is rejected by initial Lender Builder/Seller at his option may void contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to the Purchaser when earnest money check has cleared the bank Loan approval to be obtained by _____ (date) and construction to begin after loan approval

7 ADDITIONAL CONTINGENCIES [✓] Complete the sale and closing of Purchaser's property located at 113 St. Ives Ford Rd It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser s property in accordance with this agreement remains in effect Should Builder/Seller be presented another Contract and if accepted this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded Purchaser or agent will be notified of this contract being voided as soon as possible In order for Purchaser to remove this contingency Purchaser must first satisfy Builder/Seller or his agent in writing that any financing required under this agreement will be granted without the sale or lease of the aforementioned property Upon the Purchaser s acceptance of a bona fide contract clear of contingencies other than financing the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser s property Any documentation regarding the sale of Purchaser s property to be furnished upon request
[ ] Complete the closing of Purchaser s property located at _____ on or before _____ ____which is under contract Any documentation will be furnished upon request concerning sale of Purchaser s property
[ ] Other attachments or contingencies made part of this agreement _____

- This Contract is Subject to Purchasers approval of Plans and Specs.
- Masters Bath to be roughed in with Tub, drain and waterlines.

Purchaser s Initials MM HAVE READ THIS PAGE Builder/Seller s Initials (PK) HAVE READ THIS PAGE

8 CONDITIONS A Property is being sold with the following stipulations

(1) Purchasers and Builder/Seller to approve plans and specifications by _____ date

(2) House to be completed in a workmanlike manner according to the building codes of Rockland county or Tenino _____ city and in accordance with the approved plans and specifications

(3) The Property may be subject to restrictive covenants or subject to the jurisdiction of a homeowners association which may impose assessments The Purchaser acknowledges that the documents pertaining to such restrictions or associations have been made available to him (her) and that he (she) have read understand and accept same Association fee of To be determined shall be due monthly

(4) Builder/Seller represents that the property is connected to [✓] public/community sewer system or to [ ] a septic tank and to [✓] public/community water system or to [ ] well system [ ] located in flood zone [✓] not located in flood zone

B (1) **INSULATION CLAUSE** (To be filled out by Builder/Seller)

(a) Exterior walls be insulated to a thickness of 3 5 inches which according to the manufacturer will yield an R value of 13 (b) Ceilings above all heated areas will be insulated to a thickness of 9 6 inches which according to the manufacturer will yield an R value of 30

(2) **FIXTURES ALLOWANCES** This sale and the purchase price includes all improvements fixtures and appurtenances Any overages will be paid by Purchaser at time of selection Purchaser shall be notified 24 hrs prior to closing of additional funds needed for overages and change orders not already paid by Purchaser

(a) Carpet $ 17 per yard installed including pad + vinyl - Kitchen laundry

(b) Other Floor covering $4.00 per sf installed tile - baths 6.00/sf + hardwood in foyer

(c) Light fixtures 1,800 (excluding installation cost but installation cost is included in sales price)

(d) Wallpaper N/A per single roll (excluding installation cost but installation cost is included in sales price) in _____ rooms

(e) Kitchen Appliances $ 1800.00

(f) Other _____

C **COST OF CONSTRUCTION** Builder/Seller shall provide and pay for all labor materials equipment tools clean up utilities transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with or related to the construction of the House Builder/Seller shall pay all costs and other expenses of any nature whatsoever for Builder/Seller s construction financing of the House including real estate commissions or fees if applicable

D **CHANGE ORDERS** The Purchaser without invalidating this offer may order changes in the construction of the House within the general scope of the Plans and Specifications consisting of additions deletions or other revisions and the purchase price and closing date shall be adjusted accordingly All such changes shall be made only by a change order which shall be in writing and signed by both Purchaser and Builder/Seller

E (1) **WARRANTIES LIMITED WARRANTY OF CONSTRUCTION** Unless otherwise provided for herein Builder/Seller hereby warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House whichever comes first Builder/Seller will make all necessary repairs and corrections to the House either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non conformity of construction to the Plans and Specifications At Builder/Seller s sole option Builder/Seller may either (1) make such repairs or corrections (2) replace any faulty or non conforming item or condition or (3) pay to Purchaser the reasonable cost of such repair correction or replacement This limited warranty (1) is for the benefit of Purchaser only and may not be assigned nor shall it inure to the benefit of any other person or entity (2) shall survive closing and the delivery of the deed and (3) is in lieu of all other warranties oral or written express or implied except such other express written warranties as Builder/Seller may provide to Purchaser and the warranties described below

(2) **WARRANTIES OF COMPONENTS** Builder/Seller shall assign and deliver to Purchaser at closing all guarantees and warranties of all components comprising the House to the extent the same are assignable Purchaser shall be responsible for compliance with any notice and claim procedures set forth herein

(3) **HOME PROTECTION PLAN COVERAGE** All parties understand that a third party Home Protection Plan [ ] will [✓] will not be issued at closing If applicable the warranty premium will be paid at closing by the _____ in the amount of $ N/A

9 CONVEYANCE DATE OF CLOSING Builder/Seller(s) agree to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed recording and transfer fees shall be the responsibility of Builder/Seller(s) The deed shall be prepared in the name Patricia S. & Clarke S. Mobley and delivered to stipulated place of closing and transaction closed on or before 10/12/04

10 CASHIER S CHECK Purchaser(s) must have CASH CASHIER S CHECK or CERTIFIED FUNDS when closing this transaction

11 ADJUSTMENTS Taxes water sewer charges fuel oil electricity rents as when collected and other assessments including homeowners association fees shall be adjusted as of the date of closing Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract Any increase or decrease of taxes shall be subject to an adjustment by the Purchaser and/or Builder/Seller when the current year s taxes are determined

12 POSSESSION The Builder/Seller will give possession of the herein described property to the Purchaser after the title to this property has passed to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition Builder/Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing This inspection is to ascertain that the property conforms to the terms of this contract

13 INSPECTIONS The Purchaser or Purchaser s Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction can be dangerous and that hazards may exist which are not observable Purchaser s entry shall be solely at their own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompanying Purchaser or entering at his direction Purchaser shall defend and hold Builder/Seller harmless from and against any injury loss damage or expense to persons or property arising out of such entry Purchaser may not interfere stop alter direct or influence employees subcontractors materialmen vendors or similar workers while on the job site Third party inspections shall not be binding upon the Builder/Seller Buyer s rights under this paragraph shall not release Builder/Seller from any of Builder/Seller s obligations for the construction of the House in accordance with the Plans and Specifications and this offer

14 FIRE OR CASUALTY In case this property is destroyed wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Builder/Seller shall have the right for ten (10) days after notice of such to terminate this Contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser or Builder/Seller elects to terminate the Contract the parties shall proceed thereunder

PMA / Am

15 DEFAULT If the Purchaser shall default under this Contract the Builder/Seller shall have the option of suing for damages or specific performance or rescinding this Contract In the event the Contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Builder/Seller Upon default by the Builder/Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract Upon default by the Builder/Seller if the Purchaser elects to rescind this Contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this Contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

16 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Agreement the breach of this Agreement or the services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Builder/Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this Agreement pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any agreement signed by the parties pursuant to the mediation conference shall be binding

Any dispute not resolved by mediation in connection with the sale of the property or improvements or arising out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act

17 ENTIRE CONTRACT BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the Contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

18 EARNEST MONEY Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker s escrow account upon acceptance by both parties of Contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney s fees and court cost the same to be charged and assessed against the Purchaser(s) or Builder/Seller(s) or both as the court may decide

The South Carolina Real Estate Practices Act allows the broker holding the earnest money to deposit it into an interest bearing account provided all parties to the transaction are informed and agree to this The earnest money so noted ___✓___ will _____ will not be deposited into an interest bearing account with the interest accruing to the benefit to the broker

19 SURVEY TITLE EXAMINATION AND INSURANCE The listing and selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

20 EXTENSION/DELAY AGREEMENT If loan has been approved but not closed within the stipulated time limit of this Contract then both parties agree to extend said Contract for a period not to exceed 10 days from original closing date If contract is not closed after this period due to fault of the Builder/Seller (other than acts of God war and strikes) the Builder/Seller will be assessed $ 25.00 per day to the benefit of the Purchaser

21 BROKERAGE FEE Builder/Seller agrees to pay all real estate brokerage fees as specified in listing or Brokerage Fee Agreement at time of closing The Brokerage Fee is earned upon the acceptance of this offer but subject to any contingencies specified herein

22 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 6 o clock P m on 4/14/04 _____ unless accepted by Builder/Seller in written form prior to such time

23 FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by telecopy (FAX) will be the same as receipt of an original signed contract

24 DISCLAIMER **The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s) (1) Give no guaranty or warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvement services or systems thereto included but not limited to termite damage roof basement appliances heating and air conditioning systems plumbing sewage electric systems and to the structure (2) Give no warranty express or implied as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed (3) Give no warranty as to title (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property (b) any matters which would be reflected by current survey of the property and (c) the accuracy of the published square footage of the property (5) Give no warranty that the property being purchased is in compliance with all zoning ordinances and restrictions and that it is the responsibility of the Buyer to verify that the property and any uses for which the Buyer intends the property is in compliance with all zoning ordinances and restrictions (6) Purchaser acknowledges that Seller and Seller s Agents have not made any oral or written commitments to Purchaser regarding (a) projected income or economic benefit for Purchaser from rentals (b) rental arrangements except that Purchaser may rent the unit if Purchaser so desires or (c) other economic benefits to the Purchaser**

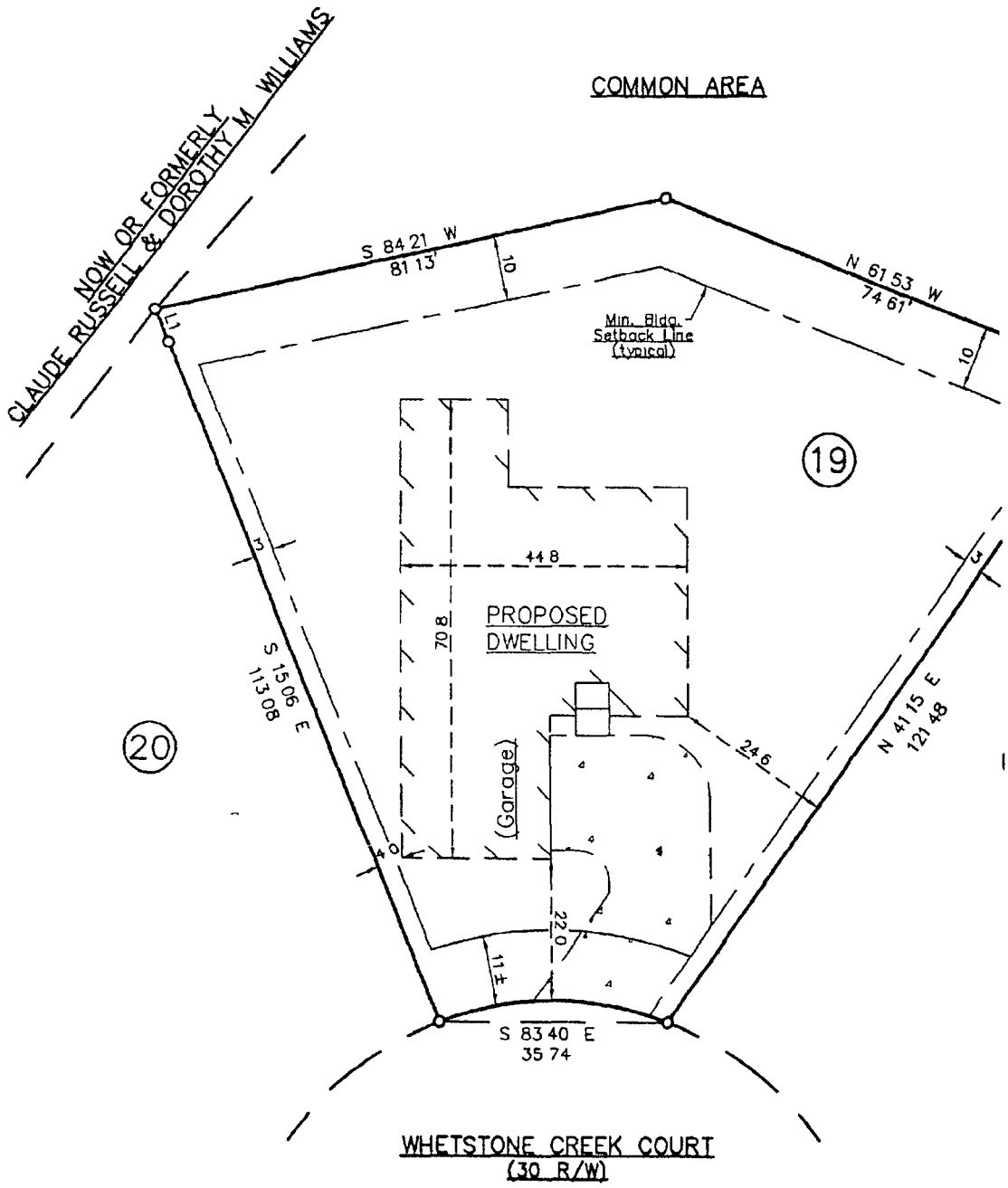
This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Seller acknowledge the receipt of a copy of this Contract Signatures below signify acceptance of all terms and conditions stated herein

Witness as to Purchaser	Date 04/12/2004	Purchaser	SSN 250-20-9548
Witness as to Purchaser	Date 04/12/2004	Purchaser	SSN 253-90-8071
Witness as to Builder/Seller	Date 4/14/2004	Builder/Seller	SSN
Witness as to Builder/Seller	Date	Builder/Seller	SSN

Listing Office | Listing Agent | Telephone Number

Final Contract accepted by both parties at _____ o clock _____ m on _____

LINE TABLE		
LINE	LENGTH	BEARING
L1	5 59	S 15 06 E



PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 19 ON A BONDED PLAT OF THE COURTYARDS AT ROLLI
CREEK PHASE ONE BY SSOC TEC S C P P TEC

A Settlement Statement

U.S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan			
1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Uns 4 ☐ VA 5 ☐ Conv Ins	6 File Number LOT20COU	7 Loan Number	8 Mortgage Insurance Case Number

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D NAME OF BORROWER	David W Blackmon
ADDRESS OF BORROWER	303 Rolling Creek Circle Chapin SC 29036
E NAME OF SELLER	SEL PROPERTIES LLC
ADDRESS OF SELLER	
F NAME OF LENDER	Arthur L. Whigham
ADDRESS OF LENDER	South Carolina 29212
G PROPERTY LOCATION	Lot 20 The Courtyards at Rolling Creek SC
H SETTLEMENT AGENT	HANSON LAW FIRM P A
PLACE OF SETTLEMENT	6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212
I SETTLEMENT DATE	6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212
	9/18/02

J SUMMARY OF BORROWER S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract sales price	45,000.00	401 Contract sales price	45,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	5,037.00	403.	
104		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109. to		409. to	
110 to		410. to	
111 to		411. to	
11 to		412. to	
120 GROSS AMOUNT DUE FROM BORROWER	50,037.00	420 GROSS AMOUNT DUE TO SELLER	45,000.00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or earnest money		501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)		502 Settlement charges to seller(line 1400)	251.50
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Construction Loan $220,000.00		504 Payoff of first mortgage loan	36,000.00
		NBSC	
205 Lot/Closing Cost Advance	49,400.00	505 Payoff of second mortgage loan	
206 Principal amount of seller financing		506 Principal amount of seller financing	
207		507.	
208		508.	
209.		509.	
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212 Assessments to		512 Assessments to	
213. to		513. to	
214. to		514. to	
215. to		515. to	
216 Seller to pay to		516 Seller to pay to	
217 2002 taxes ACREAGE to		517 2002 taxes ACREAGE to	
218. to		518. to	
219 to		519 to	
220 TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	49,400.00	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER	36,251.50
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	50,037.00	601 Gross amount due to seller (line 420)	45,000.00
302 Less amounts paid by/for borrower (line 220)	49,400.00	602 Less reductions in amount due seller (line 520)	36,251.50
303 CASH ☒ From ☐ To BORROWER	637.00	603 CASH ☒ To ☐ From SELLER	8,748.50

4855

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U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

L. Settlement Charges			
700. TOTAL SALES/BROKER'S COM. based on price 45,000.00 @ % = Division of Commission (line 700) as follows:		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
701	to		
702	to		
703. Commission paid at Settlement			
704	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee 2.00 %	to Arthur L. Whigham	4,400.00	
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807	to		
808	to		
809	to		
810	to		
811	to		
812	to		
813	to		
814	to		
815	to		
900 Items Required By Lender To Be Paid In Advance			
901. Interest from 9/18/02 to 10/1/02 @ /day			
902. Mortgage Insurance Premium for months	to		
903. Hazard Insurance Premium for years	to		
904. years	to		
905 years	to		
1000 Reserves Deposited With Lender			
1001. Hazard insurance	months@ per month		
1002. Mortgage insurance	months@ per month		
1003. City property taxes	months@ per month		
1004. County property taxes	months@ per month		
1005. Annual assessments	months@ per month		
1006	months@ per month		
1007	months@ per month		
1008	months@ per month		
1009		<50.00>	
1100 Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to St. Andrews Abstract	95.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to Tim Quinn		75.00
1106. Notary fees	to		
1107. Attorney's fees (includes above items numbers:	to Hanson Law Firm, P.A.	275.00	
1108. Title insurance (includes above items numbers:	to St. Andrews Title Insurance	245.00	
1109. Lender's Coverage	INS AMT 220,000.00		
1110. Owner's Coverage	INS AMT		
1110a			
1111	to		
1112	to		
1113	to		
1200 Government Recording and Transfer Charges			
1201. Recording Fees: Deed $10.00; L-Mortgage(s) $12.00; S-Mortgage(s) Releases $10.00		22.00	10.00
1202. City/county tax/stamps: Deed $49.50; L-Mortgage(s) S-Mortgage(s)			49.50
1203. State tax/stamps: Deed $117.00; L-Mortgage(s) S-Mortgage(s)			117.00
1204.			
1205.			
1300 Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		
1305.	to		
1306.	to		
1307.	to		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)		5,037.00	251.50

CERTIFICATION

I have carefully reviewed the HUD-1 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 the HUD-1 Settlement Statement.

DATE 9/18/02

SEL PROPERTIES, LLC

David W. Blackmon — Borrower — By: [illegible] — Seller

Borrower — By: — Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

HANSON LAW FIRM, P.A.

Settlement Agent — 9/19/02 — Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

4856

Settlement Statement

U S Department of Housing and Urban Development

HUD-1 (3/86) OMB No 2502-0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Insurance Case Number
1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	Fennell		

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
James R. Fennell	David W Blackmon and Blackmon Construction of Columbia P O Box 1254 Columbia, SC 29202	New Century Mortgage Corporation 5340 West Kennedy Blvd Suite 215 Tampa, FL 33609

G Property Location	H. Settlement Agent	
Irmo SC 29063	Bruce Holland, Attorney at Law	
	Place of Settlement 6334 St. Andrews Rd Columbia, SC 29212	I Settlement Date 12/23/03

J Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		**400 Gross Amount Due To Seller**	
101 Contract sales price	272,503 00	401 Contract sales price	272,503 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	5 199 77	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106 City/town taxes to		406 City/town taxes to	
107 County taxes 12/24/03 to 01/01/04	19 75	407 County taxes 12/24/03 to 01/01/04	19 75
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	**277 722.52**	**420 Gross Amount Due To Seller**	**272 522 75**
200 Amounts Paid By Or In Behalf Of Borrower		**500 Reductions In Amount Due To Seller**	
201 Deposit or earnest money	500 00	501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)	258,877 00	502 Settlement charges to seller (line 1400)	10 222 64
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Cash/check from Borrower		504 Payoff of first mortgage loan Leo Whigham	246 335 38
205		505 Payoff of second mortgage loan Billy A. Mack d/b/a Mack s Plumbing	7 312 71
206 Seller closing costs credit	5 000 00	506 Payoff third lien to Daniel T Brailsford, Esq	2,636 13
207		507 Seller closing costs debit	5 000 00
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212. Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	**264,377 00**	**520 Total Reduction Amount Due To Seller**	**271,506 86**
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross Amount due from borrower (line 120)	277 722 52	601 Gross amount due to seller (line 420)	272,522 75
302 Less amounts paid by/for borrower (line 220)	(264 377 00)	602 Less reductions in amt. due seller (line 520)	(271 506 86)
303 Cash ☒ From ☐ To Borrower	**13,345.52**	**603 Cash** ☒ To ☐ From Seller	**1 015 89**

L Settlement Charges — Settlement Statement Page 2

	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700 Total Sales/Broker's Commission based on price $272,503 00 @ 3 0 % = 8 175 09		
Division of Commission (line 700) as follows		
701 $8 175 09 to Dutch Fork Realty (includes 500 00 deposit)		
702. $ to		
703 Commiss on paid at Settlement		8,175 09
704		
800 Items Payable In Connection With Loan		
801 Loan Origination Fee 0 625 % to Custom Mortgage	1 617 98	
802 Loan Discount %		
803 Appraisal Fee to		
804 Credit Report to		
805 Lender's Inspection Fee		
806 Mortgage Insurance Appl cat on Fee to		
807 Assumption Fee		
808 Processing fee to New Century	100 00	
809 Underwriting fee to New Century	300 00	
810 Document fee to New Century	300 00	
811 Tax Service fee to New Century	73 00	
812 Flood Certification fee to New Century	11 20	
813 Yield premium-2 / to Custom Mtg poc by lender$5 177 54		
814		
900 Items Required By Lender To Be Paid In Advance		
901 Interest from 12/23/03 to 01/01/04 @ $54 61 /day	491 49	
902 Mortgage Insurance Premium for months to		
903 Hazard Insurance Premium for 1 years to State Farm	682 00	
904 years to		
905		
1000 Reserves Deposited With Lender		
1001 Hazard Insurance 2 months @ $56 83 per month	113 66	
1002 Mortgage Insurance months @ $ per month		
1003 City property taxes months @ $ per month		
1004 County property taxes 2 months @ $75 10 per month	150.20	
1005 Annual assessments months @ $ per month		
1006 months @ $ per month		
1007 months @ $ per month		
1008 Aggregate adjustment	-0 01	
1100 Title Charges		
1101 Settlement or closing fee to		
1102 Abstract or title search to		
1103 Title examination to Warren Kohn	125 00	
1104 Title insurance binder to Atlantic Title	75 00	
1105 Document preparation to Bruce Holland		125 00
1106 Notary fees to		
1107 Attorney's fees to Bruce Holland	450 00	
(includes above items numbers)		
1108 Title insurance to Atlantic Title	553 25	
(includes above items numbers)		
1109 Lender's coverage $ 258 877 00		
1110 Owner's coverage $		
1111 ALTA 9 endorsement to Atlantic Title	50 00	
1112.		
1113		
1200 Government Recording and Transfer Charges		
1201 Recording fees Deed $10 00 Mortgage $ 27 00 Release $ 15 00	37 00	15 00
1202 City/county tax/stamps Deed $ 1 006 40 Mortgage $		1 006 40
1203 State tax/stamps Deed $ Mortgage $		
1204 2003 County taxes to Richland County		901 15
1205		
1300 Additional Settlement Charges		
1301 Survey to		
1302 Pest i spection to		
1303 Courier copies and postage to Bruce Holland	50 00	
1304 Wiring fee to Bruce Holland	20 00	
1305		
1400 Total Settlement Charges (enter on lines 103 Section J and 502, Section K)	5 199 77	10,222 64

I have carefully reviewed this 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 the Settlement Statement

Borrower(s) [signature] 12/23/03 Seller(s) [signature] 12/23/03

James R Connell

David W Blackmon

Blackmon Construction of Columbia

The Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction

12/23/03 [signature] Bruce Holland, Settlement Agent

WARNING It is a crime to knowingly mak false statements to the United States on this form Penalties pon convictio can nclude a fine and imprso ment. For details see Title 18 U S Code Section 1001 and Section 1010

REALTOR®

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement entered into on this 3 day of Sept 19 2003 between

Buyer(s) James R. Fennell (hereinafter called **BUYER**) and

Seller(s) Blackmon Construction of Cola. (hereinafter called **SELLER**)

Deeded to James R. Fennell

2 **CONSTRUCTION OF HOUSE** Subject to terms and conditions herein Seller shall complete construction of a single family dwelling and related improvements (hereinafter called **HOUSE**) on the property known as

Lot 20 Block _____ Section Phase I Subdivision The Courtyards at Rolling Creek

Address _____

Tax Map # _____ City Irmo Zip 29063

County of Richland State of South Carolina in accordance with the plans and specifications agreed to by Seller and Buyer and described as follows (list or describe all site plans drawings floor plans landscape plans description of materials and specification lists) See attached specs.

(hereinafter collectively Plans and Specifications)

(a) Seller shall construct the House (i) in accordance with the Plans and Specifications (ii) in compliance with all laws regulations codes and ordinances applicable to the construction of the House and (iii) in a good and workmanlike manner with new good quality materials and components

(b) Seller shall not make any material deviation or change in the Plans and Specifications without prior written consent of Buyer

3 **COST OF CONSTRUCTION** Seller shall provide and pay for all labor materials equipment, tools clean up utilities transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with or related to the construction of the House **Seller** shall pay all costs and other expenses of any nature whatsoever for Seller's construction financing of the House including real estate commissions or fees if applicable

4 **PRICE** Completed price $ 272 503 00 less $ 500 00 earnest money this date paid Paid by [ ] cash [X] check [ ] other _____ Herewith which shall be held in trust by Dutch Fork Realty LLC as Escrow Agent Less $ _____ additional earnest money if any due on or before _____ 19 _____

5 **FINANCING** Less $ 13,375.15 Financing to be obtained by [X] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Fixed Rate [ ] Adjustable Rate [ ] Graduated Payment [ ] Other Terms _____ $ 253,627.85 Balance to be paid at closing All funds to be paid at closing, including proceeds of any loan shall be paid to the closing attorney in the form of cash a cashier s check or money order written against a South Carolina institution or a bank wire transfer of funds from a bank outside the state of South Carolina

6 **LOAN PROCESSING AND APPLICATION** Buyer's obligation is contingent on Buyer obtaining said loan Buyer shall apply for said loan from To Be Determined (Lender) within 7 days from the execution of this contract. Should the Buyer fail to make loan application within said period and to diligently pursue the application the Seller shall have the option to terminate this agreement, with written notice and retain the earnest money deposit Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner Buyer will take any action which is needed or requested by lender to process the loan application

7 **CONVEYANCE SHALL BE MADE** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and deliver a proper general warranty deed if applicable free of encumbrances except as herein stated Seller agrees to pay all statutory deed recording fees formerly known as documentary stamp taxes The deed shall be delivered at the offices of To be decided or stipulated place of closing and transaction closed on or before Oct. 30 19 2003

8 **CLOSING COSTS** If a new loan is obtained allowable non recurring Closing Cost to be paid by the Buyer SELLER TO PAY CLOSING COSTS NOT TO EXCEED $5,000

9 **DISCOUNT POINTS** Discount Points of not more than N/A % to be paid by the Buyer Prepaid items to be paid by the Buyer PMI FHA MIP or VA Funding Fee by the Buyer VA Funding Fee/FHA MIP or _____ [ ] will be [ ] will not be added to loan

BUYER |___| BUYER |___| SELLER |___| SELLER HAVE READ THIS PAGE

9 3 e3

10 **HOME PROTECTION PLAN COVERAGE** All parties understand that a third party Home Protection Plan [ ] will [X] will not be issued at closing If applicable the warranty premium will be paid at closing by the Builder in the amount $ N/A

11 **COMPLETION OF CONSTRUCTION** Seller shall diligently pursue the construction of the House and shall complete construction of the House as a "turn key" job on or before the closing If Seller is delayed at any time in the progress of construction by (1) any act or neglect of Buyer (2) any changes ordered in construction (3) material shortages adverse weather conditions or delays in transportation which were not reasonably anticipated or (4) acts of God then the time for completion of construction of the House and the closing shall be extended automatically by a reasonable time to account for the delay experienced Seller shall notify Buyer in writing within ten (10) days after the commencement of the delay otherwise the right to an extension shall be waived The construction of the House shall be deemed completed when (i) the House has been completed in accordance with the Plans and Specifications and is broom clean and (ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the House If not closed by _____ a penalty of $ N/A per day will be due from Builder

12 **PURCHASE PRICE AND ALLOWANCES** The purchase price as set forth in Paragraph Four (4) above includes the purchase price of the House and all allowances stated on the reverse side hereof Whenever the final cost for allowances is more or less than the allowances stated on the reverse side the difference shall be adjusted between the parties at or prior to closing

13 **INSPECTIONS** Buyer or Buyer's designated representative may enter and inspect the House at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms with the Plans and Specifications and the terms of this offer to purchase In the event that during construction the Buyer shall reasonably determine that such construction is not proceeding in accordance with this offer to purchase Buyer shall give written notice to Seller specifying that particular deviation deficiency or omission and the Seller shall forthwith correct such deviation deficiency or omission Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the House in accordance with the Plans and Specifications and this offer

14 **INSURANCE** Seller shall purchase and maintain All Risks Builders Risk Insurance coverage including Theft and Vandalism and Malicious Mischief upon the House on a Completed Value basis while the House is in the course of construction "Completed Value shall mean the full value of the House as of the date that all construction is completed including the Seller's total cost plus profit, but excluding the cost of land In the event that construction is fully completed prior to sale of the Property Seller shall purchase and maintain Permanent All Risks Property Insurance coverage on the House including Theft and Vandalism and Malicious Mischief on a "Replacement Cost basis "Replacement Cost shall mean the full cost of replacement of structure or structures at the same site with new material of like kind and quality without deduction for depreciation In addition Seller shall purchase and maintain Third Party Liability Insurance coverage on the premises of the Property during the course of construction and after construction is completed Seller shall assume the obligation and cost of restoring rebuilding repairing and replacing the House Such risk of loss or damage assumed by Seller shall continue until the closing in accordance with the terms of this offer

15 **CHANGE ORDERS** The Buyer without invalidating this offer may order changes in the construction of the House within the general scope of the Plans and Specifications consisting of additions deletions or other revisions and the purchase price and closing shall be adjusted accordingly All such changes shall be made only by a change order which shall be in writing and signed by both Buyer and Seller

16 **WARRANTIES LIMITED WARRANTY OF CONSTRUCTION** Unless otherwise provided for herein Seller hereby warrants that for a period of one (1) year from the date of closing or the date Buyer occupies the House whichever comes first Seller will make all necessary repairs and corrections to the House either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non conformity of construction to the Plans and Specifications At Seller's sole option Seller may either (1) make such repairs or corrections (2) replace any faulty or non conforming item or condition or (3) pay to Buyer the reasonable cost of such repair correction or replacement This limited warranty (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity (2) shall survive closing and the delivery of the deed and (3) is in lieu of all other warranties oral or written express or implied except such other express written warranties as Seller may provide to Buyer and the warranties described below

WARRANTIES OF COMPONENTS Seller shall assign and deliver to Buyer at closing all guarantees and warranties of all components comprising the House to the extent the same are assignable Buyer shall be responsible for compliance with any notice and claim procedures set forth therein

17 **DISCLAIMER BY BROKERS AND AGENTS** **The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s) (1) Give no guaranty or warranty of any kind express or implied as to the physical condition of the House (2) Give no warranty express or implied as to the habitability or workmanlike service of the House and any implied warranty hereby disclaimed (3) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the House and (b) the accuracy of the published square footage of the property (4) Buyer acknowledges that Seller and Seller s Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer**

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

18 **MEDIATION CLAUSE** Any dispute or claim arising out of or relating to this Agreement the breach of this Agreement or the services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Buyer(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this Agreement pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any agreement signed by the parties pursuant to the mediation conference shall be binding This mediation clause shall survive for a period of 120 days after the date of the closing

The following matters are excluded from mediation hereunder (a) judicial or non judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract (b) an unlawful detainer action (c) the filing or enforcement of a mechanic s lien or (d) any matter which is within the jurisdiction of a probate court The filing of a judicial action to enable the recording of a notice of pending action for order of attachment, receivership injunction or other provisional remedies shall not constitute a waiver of the right to mediate under this provision nor shall it constitute a breach of the duty to mediate

19 **ENTIRE BINDING AGREEMENT** This written instrument including the additional terms and conditions set forth on the reverse expresses the entire agreement and all promises covenants and warranties between the Buyer and Seller It can be changed only by a subsequently written instrument signed by both parties Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein The benefits and obligations shall inure to and bind the parties hereto and their heirs assigns successors executors or administrators Whenever used singular shall include plural and use of any gender shall include all

20 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed kept or performed

SCHEDULE OF ALLOWANCES

NOTE Reference should be made to the Plan and Specifications for a more detailed description of the items and allowances and where the items are to be located The amount of the allowance indicated below includes the labor and materials to install them unless otherwise indicated

	ITEM	AMOUNT OF ALLOWANCE
1	Wallpaper:	
	A Kitchen	$ X per roll
	B Bathrooms	$ X per roll
	C Other _____	$ X per roll
2	Carpet and Pad	$ 18.00 per sq yd Installed + Taxes
3	Marble or Ceramic tile	$ 2.00 per sq ft
4	Vinyl/floor covering	$ X per sq yd
5	Light fixtures (includes fixtures bulbs spots floods door chimes and recessed fixtures)	$ X
6	Hardware for doors	$ _____
7	Cabinets	
	A Kitchen	$ _____
	B Bathrooms	$ _____
	C Other _____	$ _____
8	Paneled walls	$ X per 4x8 sheet
9	Appliances	
	A Stove	$ Total of $1800.00 for all
	B ~~Refrigerator~~	$ _____ From St & Appliances
	C Dishwasher	$ _____
	D Disposal	$ _____
	E Microwave	$ _____
	F	$ _____
	G	$ _____
10	Bathrooms	
	A Mirrors and Medicine Cabinets	$ _____
	B Accessories (such as paper and towel bars)	$ _____

BUYER	BUYER	SELLER	SELLER HAVE READ THIS PAGE

11	Ceiling Fan(s)	$ X
12	Landscaping to include trees and shrubs	$ 5,000.00
13	Other _____	$ _____
	_____	$ _____
	_____	$ _____

THIS IS A LEGALLY BINDING AGREEMENT BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED

IN WITNESS WHEREOF this Agreement has been duly executed by the parties

BUYER _____ Date 9-3-03 Time _____

WITNESS _____ Date _____ Time _____

BUYER _____ Date _____ Time _____

WITNESS _____ Date _____ Time _____

SELLER _____ Date 9-5-03 Time _____

WITNESS _____ Date _____ Time _____

SELLER _____ Date _____ Time _____

WITNESS _____ Date _____ Time _____

The foregoing form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics Expressly prohibited is the duplication or reproduction of such form or the use of the name South Carolina Association of REALTORS® in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®

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EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained Blackmon Construction & Cabs (herein called OWNER) and Dutchtrak Realty LLC (herein called BROKER) agree as follows For the period of time beginning on Oct 28 19 2002 and ending at midnight on Oct 28 2003 19 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as 9 Whetstone Ct. Fripp SC 29906 Broker hereby accepts employment as the sole and exclu ive agent of the Owner to sell the property subject to the following terms and conditions

B SALE PRICE Said property is hereby listed to sell for the gross sale price of $ 287,000 or for such other price or upon such ot er terms (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of 6% computed upon the gross sales price in any of the following events (1) the closing of a sale of the property during the authoriza tion period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non-contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or if the Owner sells or obtains the contract to sell the property within 30 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period This protection period for the Broker beyond the autho rizat on period will be automatically terminated if the Owner enters into a listing agreement with another broker during the protection period The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof Owner agrees to pay the costs and expenses including attorney s fees incurred by Broker as a result of enforcing the provision of this agreement The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of satisfaction and prorated taxes as of the day of closing The term sale shall include any exchange swap or trade of the herein described property

C MARKETING THE PROPERTY The Broker has the option but is not required to continue marketing the property after an offer has been accept ed Owner may terminate this option by giving written notice to Broker Owner understands and agrees that by placing the listing in the Consolida ed Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom

D INQUIRIES Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property

E PROPERTY INFORMATION Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property Owner warrants that to his knowledge there are no material defects hidden or obvious in or on the property which have not been disclosed to Broker in writing Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge

PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles cur ta n/drapery rods ceiling fans attached mirrors and light bulbs as well as all built ins such as equipment, appliances cabinets furniture and shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

F DISCLOSURE OF INFORMATION Latent Defects Owner authorizes Broker to disclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties Such disclosure shall be in the manner or form customary in the marketplace Owner agrees to disclose in writing to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising from the Owner s failure to disclose any such defect This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney s fees Known defects are as follows

G INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective purchasers as deemed reasonably necessary by Broker

H DISCLOSURE BY LIEN HOLDERS Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker

I NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against discrimination on the basis of race color religion sex handicap familial status or national origin

J CMLS Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS Owner ( ) does ( ) does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents Owner understands that the placing of lockbox on the property has inher ent risks resulting from the potential wrongful acts of persons with access to the lockbox Owner understands and specifically assumes this risk Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore Owner authorizes Broker the right to display For Sale signs on the property and remove all other signs

K AGENCY RELATIONSHIPS Agent has advised seller of Brokers general company policy regarding cooperation with Subagents Buyers Agents or both and Owner has read Disclosure Regarding Real Estate Agency Relationships hereof and agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies

The form of agency in a transaction will be disclosed verbally to the Owner s Agent at the time of initial contact by all cooperating real estate agents Further a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner's consideration

L NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the broker s compensation for services ren dered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recom mended or maintained by the CMLS or by any persons not a party to the listing agreement The compensation paid by the listing broker to a coop erating broker in respect to any listing is established by the listing broker in his offer of co-operation and is not fixed controlled suggested rec ommended or maintained by the CMLS or by any persons other than the listing broker and his or her subagent

M SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control

N MEDIATION All parties in this transaction agree to mediation in the event a dispute anses under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder The mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15 48 10 et seq shall not apply to th s Contract

O EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may retain one half (1/2) of such deposit but not exceeding the total amount of Broker s fee Should Broker incur any costs including attorney s fees as a result of the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

WITNESS	OWNER	SS#	DATE 10-30-02
WITNESS	OWNER	SS#	DATE
Dutchtrak Realty LLC BROKER S COMPANY	BY BROKER S SIGNATURE		DATE
BROKER S MAILING ADDRESS		OWNER S MAILING ADDRESS	
PHONE		PHONE	

THIS IS A LEGALLY BINDING CONTRACT ALL BLANKS MUST BE FILLED IN IF INFORMATION DOES NOT APPLY INSERT N/A ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER

Rev 1/98

Instrument 2002077576 Book/Page R706 2387 DateTime 9/25/2002 8 48 56 AM

STATE OF SOUTH CAROLINA)
) PARTIAL RELEASE OF MORTGAGE
COUNTY OF RICHLAND)

FOR VALUE RECEIVED the undersigned owner and holder of the note and mortgage heretofore given by SEL Properties, LLC to The National Bank of South Carolina, dated October 24, 2000, and recorded November 7 2000 in Book 457 at page 1900 in the Office of the ROD for Richland County, does hereby release from the lien thereof the following described property

All that certain piece, parcel or lot of land together with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being known as designated as Lot 20 on a bonded plat of The Courtyards at Rolling Creek, Phase I, prepared by Associated E & S Inc and being dated June 20, 2002 and last revised August 20 2002 and recorded in the Richland County ROD in Book RB696 at Page 1031 on August 22, 2002 and having the same boundaries and measurements as shown on said plat.

The lien of the aforesaid mortgage to remain in full force and effect and as it pertains to all other property described in said mortgage

IN WITNESS WHEREOF The National Bank of South Carolina has caused these presents to be executed this 20th day of September 2002

WITNESSES

Marcia Nash

Millard Dawson

The National Bank of South Carolina

Margaret J Simkins

By Margaret J Simkins
Its Real Estate Admin Officer

Book 00706-2387
2002077576 09/25/2002 08 48 56 15 Partial Release of M
Fee $7.00 County Tax $0.00 State Tax $0.00

2002077576 John G Norris Richland County ROD

ATTEST: A TRUE COPY
Richard W. Rodden
Rs M. Cd

2002-00-0406

Richland County ROD

John G Norris

This document is not to scale

Instrument: 2002077576 Book/Page R706 2388 DateTime 9/25/2002 8:48:56 AM

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that s/he saw the within named The National Bank of South Carolina, by MARGARET J SIMKINS its Real Estate Adm Officer sign, seal and as its act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

20th day of September 2002

(L S)

Notary Public for South Carolina

My Commission Expires January 26, 2009

Richland County ROD

John G. Norris

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0401442	03/26/2004	$ 170775 00	$	

LOCATION Richland County, SC
TMS# 04-02
USEZONE RS LD FLOODZONE No
MOBILEDECAL
MOBILEMODEL

SUBDIVISION COURTYARDS@ROLLINGCREEK
LOT 21
UTILITIES
Electn
Sewer
Gas

OWNER K and L Contracting (803 254 8403)
APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTIONOFWORK
NEW HOME

NATUREOFWORK
New Construction

REPORTCODE
101 New Res Single family houses attached or detached

OCCUPANCYTYPE
R

CONSTRUCTIONTYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	1
SQUAREFOOTAGE	1261 Sq Ft

SINGLEFAMILY ONLY

#BATHROOMS	0
#BEDROOMS	0
TOTALROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 03/26/2004

WEBADDRESS	PERMITNUMBER	PERMITPIN
http //BuildingDepartment.com/projects	0401442	250617

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment.com

printed July 17 2007

and Urban Development

COPY

OMB No. 2502-0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case #
1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	2004107 TGQ	75-0717447	

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 "(p o c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA, SC 29211	SEL PROPERTIES, LLC PO BOX 11641 COLUMBIA, SC 29211 CRC	FIRST PALMETTO SAVINGS BANK 3932 FOREST DRIVE COLUMBIA SC 29204

G Property Location	H Settlement Agent	I Settlement Date
LOT 21 CTYDS ROLLING CK 02606-01-08	TIM ODINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA, SC 29201	05/26/04 DISB DATE: 05/26/04

J. Summary of Borrower's Transaction		K. Summary of Seller Transaction	
100. Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101. Contract sales price	40,000.00	401 Contract sales price	40,000.00
102. Personal property		402. Personal property	
103 Settlement charges to borrower (line 1400)	3,794.40	403	
104		404	
105.		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108. Assessments to		408 Assessments to	
109.		409.	
110		410	
111		411	
112.		412.	
120. Gross Amount Due From Borrower	43,794.40	420 Gross Amount Due To Seller	40,000.00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201. Deposit or earnest money	0.00	501 Excess deposit (see instructions)	0.00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	605 41
203 Existing loan(s) taken subject to		503. Existing loans taken subject to	
204 260000.00 CONST LOAN	0 00	504 Payoff of first mortgage loan	32,000 00
205. 1ST DRAW	43,688 12	505. Payoff of second mortgage loan	
206		506	
207.		507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/04 to 05/26/04	106 28	511 County taxes 1/1/04 to 05/26/04	106.28
212 Assessments to		512 Assessments to	
213		513	
214		514	
215.		515.	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	43,794 40	520 Total Reduction Amount Due Seller	32,711 69
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	43,794.40	601 Gross amount due to Seller (line 420)	40,000 00
302. Less amt paid by/for borrower (line 220)	(43,794.40)	602 Less reduction in amt due seller (ln 520)	(32,711.69)
303 Cash ☒ From ☐ To Borrower	0.00	603 Cash ☒ To ☐ From Seller	7,288.31

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099-S.

SEL PROPERTIES, LLC TAX ID # 57-1039150

			Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
700	Total Commission based on price $ 40,000 00 @ .00 %			
	Division of commission (line 700) as follows			
701	$	to		
702	$	to		
703	Commission paid at settlement			
704				
800	Items Payable in Connection With Loan			
801	Loan origination Fee .00 %	FIRST PALMETTO	2,600.00	
802	Loan Discount %			
803	Appraisal Fee	to THOMAS W WATTS & ASSOC	300.00	
804	Credit report	to		
805	Lender's Inspection Fee			
806	Mortgage Insurance Application Fee	to		
807	Assumption Fee			
808	FLOOD SEARCH FEE TO FIRST PALMETTO		18 00	
809				
810				
811				
812				
813				
814				
815				
900	Items Required By Lender To Be Paid In Advance			
901	Interest from to	@$ /day		
902	Mortgage Insurance Premium for	months to		
903	Hazard Insurance Premium for	years to		
904				
905				
1000	Reserves Deposited With Lender			
1001	Hazard Insurance	months @$ per month		
1002	Mortgage Insurance	months @$ per month		
1003	City Property Taxes	months @$ per month		
1004	County Property Taxes	months @$ per month		
1005	Annual Assessments	months @$ per month		
1006	Flood Insurance	months @$ per month		
1007	Sanitary Tax	months @$ per month		
1008	AGGREGATE ACCOUNTING ADJ	months @$ per month	0.00	
1100	Title Charges			
1101	Settlement or closing fee	to		
1102	Abstract or title search	to		
1103	Title examination	to		
1104	Title insurance binder	to PERPETUAL TITLE	50 00	
1105	Document preparation	to DOC PREP		75.00
1106	Notary fees	to		
1107	Attorney s fees	to TIM QUINN, ATTORNEY AT LAW	250 00	
	(includes above item numbers:	1101-1107)		
1108	Title insurance	to PERPETUAL TITLE	555 00	
	(includes above item numbers:	)		
1109	Lender s coverage	$ 260,000 00		
1110	Owner s coverage	$ 40,000.00		
1111				
1112				
1113				
1200	Government Recording and Transfer Charges			
1201	Recording Fees Deed $ 10 20	,Mortgage $ 11.20 ,Releases $ 8 10	21.40	8.10
1202	City/county tax/stamps Deed $	,Mortgage $		148 00
1203	State tax/stamps Deed $ 148 00	,Mortgage $ .00		
1204				
1205				
1300	Additional Settlement Charges			
1301	Survey to			
1302	Pest inspection to			374 31
1303	2003 TAXES RICHLAND COUNTY			
1304				
1305			3,794 40	605.41

1400 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)

We carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate tement of all receipts and disbursements made on my account or by me in this transaction I further certify that I have ived a copy of the HUD 1 Settlement Statement

EL CONTRACTING LLC

SEL PROPERTIES LLC

Sellers

covers
HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will se the funds to be disbursed in accordance with this statement

05/26/04

tlement Agent TIM QUINN ATTORNEY AT LAW Date

NING: It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon iction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

3581

A. Settlement Statement

U S Department of Housing and Urban Development

HUD-1 (3/88) OMB No 2502-0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Insurance Case Number
1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	Fehl 700	CASH	

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
Frederick C Fehl and Mildred P F hl Irmo, SC 29063	K & L Contracting, LLC	

G Property Location	H Settlement Agent	
Irmo SC 29063	Gillis Law Firm	
	Place of Settlement 125 Executive Pointe Boulevard Columbia, SC 29210	I Settlement Date 10/19/04

J Summary of Borrower's Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		**400 Gross Amount Due To Seller**	
101 Contract sales price	328 712 00	401 Contract sales price	328 712.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	2,333 46	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112.		412.	
120 Gross Amount Due From Borrower	**331 045 46**	**420 Gross Amount Due To Seller**	**328 712.00**
200 Amounts Paid By Or In Behalf Of Borrower		**500 Reductions In Amount Due To Seller**	
201 Deposit or earnest money	10 000 00	501 Excess deposit (see instructions)	10 000 00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	23 023 76
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan First Palmetto Savings Bank, FSB	247 912 62
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01/04 to 10/19/04	299 65	511 County taxes 01/01/04 to 10/19/04	299 65
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	**10,299 65**	**520 Total Reduction Amount Due To Seller**	**281,236 03**
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross Amount due from borrower (line 120)	331 045 46	601 Gross amount due to seller (line 420)	328 712 00
302. Less amounts paid by/for borrower (line 220)	(10,299 65)	602 Less reductions in amt due seller (line 520)	(281,236 03)
303. Cash ☒ From ☐ To Borrower	**320 745 81**	**603. Cash ☒ To ☐ From Seller**	**47,475 97**

L. Settlement Charges

		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700 Total Sales/Broker's Commission based on price $301,962 00 @ 6 0 % = 18 117 72			
Division of Commission (line 700) as follows			
701 $9 058 86	to ReMax Real Estate Services		
702 $9 058 86	to Dutch Fork Realty LLC		
703 Commission paid at Settlement			18 117 72
704			
800 Items Payable In Connection With Loan			
801 Loan Origination Fee	%		
802 Loan Discount	%		
803 Appraisal Fee	to		
804 Credit Report	to		
805 Lender's Inspection Fee			
806 Mortgage Insurance Application Fee to			
807 Assumption Fee			
808			
809			
810			
811			
812			
813			
814			
900 Items Required By Lender To Be Paid In Advance			
901 Interest from to	@ $ /day		
902 Mortgage Insurance Premium for	months to		
903 Hazard Insurance Premium for	1 years to USAA	737 86	
904	years to		
905			
1000 Reserves Deposited With Lender			
1001 Hazard Insurance	months @ $ per month		
1002 Mortgage Insurance	months @ $ per month		
1003 City property taxes	months @ $ per month		
1004 County property taxes	months @ $ per month		
1005 Annual assessments	months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008 Aggregate adjustment	months @ $ per month		
1100 Title Charges			
1101 Settlement or closing fee	to		
1102 Abstract or title search	to Carswell Abstracting, Inc	175 00	
1103 Title examination	to		
1104 Title insurance binder	to 2nd Battalion Title	75 00	
1105 Document preparation	to Gillis Law Firm		100 00
1106 Notary fees	to		
1107 Attorney's fees	to Gillis Law Firm	350 00	
(includes above items numbers)			
1108 Title insurance	to 2nd Battalion Title	675 40	
(includes above items numbers FATIC /Owner)			
1109 Lender's coverage	$		
1110 Owner's coverage	$ 328 712 00 premium 675 40		
1111			
1112 UPS Express Mail Fee to Gillis Law Firm			15 00
1113			
1200 Government Recording and Transfer Charges			
1201 Recording fees Deed $10 10	Mortgage $ Release $	10 10	
1202 City/county tax/stamps Deed $ 1,217 30	Mortgage $		1 217.30
1203 State tax/stamps Deed $	Mortgage $		
1204 Survey Recording, to Richland County ROD		10 10	
1205 Release Fee to Gillis Law Firm			6 00
1300 Additional Settlement Charges			
1301 Survey to Cox and Dinkins Inc.		300 00	
1302 Pest Inspection to			
1303 Heat & Air Inspection			
1304 Landscaping Escrow to Gillis Law Firm			3 500 00
1305 Water Fees to City of Columbia			67 74
1400 Total Settlement Charges (enter on lines 103 Section J and 502 Section K)		2,333 46	23 023 76

I have carefully reviewed this 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 the Settlement Statement.

Borrower(s) Frederick C. Fehl 10/19/04

Mildred P. Fehl 10/19/04

Seller(s) K & L Contracting, LLC By/ Larry C Cook/agent

The Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction

10/19/04 _____ Gillis Law Firm Settlement Agent

WARNING It is a crime to knowingly make false statements to the United States on this form Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U S. Code Section 1001 and Section 1010

RE/MAX Real Estate Services
David K. Nase, Broker In Charge

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

1 DATE A contract to purchase is offered this 20 day of April, year 2004
by FREDERICK C FEHL AND MILDRED P ~~FEHL~~ FEHL (Purchaser(s))
to PAT KIRK (Seller(s))

2 PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in Richland County South Carolina and being described as follows
Street _____ City _____ Zip _____
TMS# _____ Subdivision Courtyards At Rolling Creek

3. PRICE The sales price is $ ~~TBD~~ $328,712.00 PK 4/30/04 PK 4/30/04 5304 to be paid as follows

A $ ~~15000.00~~ $10,000.00 PK 4/30/04 Earnest money paid by [ ] cash [ ] check [ ] other held in trust by Builder Rel Contracting LLC

B $ _____ Additional earnest money to be deposited with _____ prior to _____

C $ NA Balance of down payment at closing is to be in the form of a cashier's check or certified funds

D $ NA Loan amount (type marked below) to be obtained by Purchaser

4. FINANCING

A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [ ] CONVENTIONAL [ ] SELLER [ ] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract written verification of sufficient and available funds for the specified date of closing Purchaser's failure to comply shall constitute a default under this contract.

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5. CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing costs to be paid by the Builder Purchaser PK 4/30/04 and the Purchaser's prepaid items to be paid by the Purchaser PK PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the N/A 5304
[ ] To be financed Discount Points (if any) to be paid by N/A
If Seller pays closing costs prepaid items, (PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ TBD

6 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank

7 ADDITIONAL CONTINGENCIES [ ] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request.
[ ] Complete the closing of the sale of Purchaser's property currently under contract, on or before_____
_____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request
[ ] Other _____
N/A

8. INSPECTIONS

A Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accompanied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract.

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s)

B Termite Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [✓] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages, detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [✓] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing Aforementioned not guaranteed for any period of time after closing

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint This contract is contingent upon a risk assessment or inspection of the property for the presence of lead based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies corrections needed, and the inspection and/or risk assessment report within the above time limits The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

9. CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

(D) Seller represents that the property is connected to [ ] public/community sewer system or to [ ] a septic tank and to [ ] public/community water system or to [ ] well system and [ ] is located in flood zone or [ ] is not located in flood zone

(E) Seller represents that the property [ ] is or [✓] is not subject to a mandatory association fee (i e homeowner's association/regime or otherwise) If property is subject to a mandatory fee the fee is $ _____ per ____ ___ and the fee [ ] is or [ ] is not current Purchaser [ ] has [✓] has not received copy of restrictions/covenants if applicable

(F) Seller warrants that the property [ ] is or [✓] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment [ ] has or [ ] has not been paid

(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement

[✓] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws.

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of FREDERICK R. FEHL AND MILDRED P FEHL and delivered to stipulated place of closing. This transaction shall be closed on or before 11-15 04

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty-four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas, satellite dishes Seller-owned security systems clothes line poles curtain/drapery rods ceiling fans attached mirrors, light bulbs switch plates duct covers and built ins such as equipment appliances, cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS

Other conditions _____

See addendum

14 ADJUSTMENTS

Taxes, water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

15. FIRE OR CASUALTY In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract.

16 DEFAULT If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract In the event the contract is rescinded, one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney's fees

17 MEDIATION Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains, including without limitation allegations of concealment misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann. Section 15-48 10 et seq shall not apply to this contract

18 ENTIRE CONTRACT BINDING CONTRACT The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 EARNEST MONEY Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action whe ein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost, the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [X] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

20 SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 EXTENSION AGREEMENT **Time is of the essence** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22. BROKERAGE FEE All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23 NON-RESIDENT TAX Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12 8 580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 HOME WARRANTY COVERAGE Both parties understand that a home warranty [ ] will [ ] will not be provided at closing If applicable the warranty premium will be paid at closing by the Builder in the amount of $ TBD and provided by _____ Home Warranty Company and written through the _____ Broker

25. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at TBD o clock _____ m (ET) on TBD unless accepted or countered by Seller in written form prior to such time

26 FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

27 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

28. DEFINITIONS In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract, excluding Saturdays, Sundays and South Carolina legal holidays

29 HUD/CLOSING STATEMENT RELEASE Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 MEGAN'S LAW The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto including but not limited to termite damage, roof basement appliances, heating and air conditioning systems plumbing sewage/septic, electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date 4-30-04	SSN
Witness as to Purchaser	Purchaser	Date 4-30-04	SSN
Witness as to Seller	Seller	Date 4/30/04	SSN
Witness as to Seller	Seller	Date	SSN

D. Metton	Dutch Fork Realty	803-749-9100
Listing Agent	Office	Telephone Number
Cathy Ritchie/Marti Bedell Team	Re/Max Real Estate Services	803-731-2466
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 8 50 O CLOCK a M (ET) ON May 3, 2004 (DATE)

REALTOR

Above the Crowd!

RE/MAX

Real Estate Services

David K. Ness, Broker In Charge

CONTRACT OF SALE

Revised 8/03

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Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 DATE A contract to purchase is offered this 20 day of April year 2004
by FREDERICK C. FEHL AND MILDRED P ~~FEHL~~ FEHL Purchaser(s)
to PAT KIRK Seller(s)

2. PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon if any located in Richland County South Carolina, and being described as follows

Street ____ City ____ Zip ____
TMS# ____ Subdivision Courtyards At Rolling Creek

3. PRICE The sales price is $ TBD to be paid as follows

A $ 5000.00 Earnest money paid by [ ] cash [X] check [ ] other held in trust by Builder

B $ ____ Additional earnest money to be deposited with ____ prior to ____

C $ NA Balance of down payment at closing is to be in the form of a cashier s check or certified funds

D $ NA Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING

A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [ ] CONVENTIONAL [ ] SELLER [X] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS ____

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C. In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract written verification of sufficient and available funds for the specified date of closing Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing costs to be paid by the Builder and the Purchaser's prepaid items to be paid by the Purchaser PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the N/A [ ] To be financed Discount Points (if any) to be paid by N/A If Seller pays closing costs, prepaid items (PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee), and/ or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ TBD.

6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser s failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank

7 ADDITIONAL CONTINGENCIES N/A [ ] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect. Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser s property to be furnished upon request.

N/A [ ] Complete the closing of the sale of Purchaser's property currently under contract on or before _____ _____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request

[ ] Other _____ N/A

8. INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances. Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period, Section 8A is nullified in its entirety

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(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller s written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller s rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

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D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller s Agent) a written contract addendum listing the specific existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time limits The Seller may at the Seller s option elect in writing whether to correct the condition(s) prior to settlement. If the Seller does not elect to make the repairs, the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a "Disclosure of Information and Acknowledgment Lead Based Paint and/or Lead Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

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(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first
(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge, information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property
(D) Seller represents that the property is connected to [✓] public/community sewer system or to [ ] a septic tank, and to [✓] public/community water system or to [ ] well system and [ ] is located in flood zone or [✓] is not located in flood zone
(E) Seller represents that the property [ ] is or [✓] is not subject to a mandatory association fee (i e , homeowner's association/regime or otherwise) If property is subject to a mandatory fee the fee is $ 850 per YR and the fee [✓] is or [ ] is not current Purchaser [ ] has [✓] has not received copy of restrictions/ covenants, if applicable
(F) Seller warrants that the property [ ] is or [✓] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment, the assessment [ ] has or [ ] has not been paid
(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement
[✓] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE DATE OF CLOSING Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of FREDERICK R FEHL AND MILDRED P FEHL. and delivered to stipulated place of closing. This transaction shall be closed on or before 11-15-04

11 POSSESSION The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty-four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty-four (24) hours prior to closing.

12 FIXTURES AND PERSONAL PROPERTY This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller owned security systems clothes-line poles curtain/drapery rods ceiling fans attached mirrors, light bulbs switch plates duct covers and built-ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS Other conditions See addendum.

14 ADJUSTMENTS Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

15 **FIRE OR CASUALTY** In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

16. **DEFAULT** If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract. Upon default by the Seller if the Purchaser elects to rescind this contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract, the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

17 **MEDIATION** Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include represen tations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment, misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding. South Carolina Code Ann Section 15-48-10 et seq shall not apply to this contract

18 **ENTIRE CONTRACT BINDING CONTRACT** The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties, their principals heirs personal representatives, successors and assigns as state law permits

19 **EARNEST MONEY** Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds, held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [X] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

20 **SURVEY TITLE EXAMINATION INSURANCE** The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 **EXTENSION AGREEMENT** **Time is of the essence.** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction, if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22 **BROKERAGE FEE** All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23 **NON-RESIDENT TAX** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8 580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 **HOME WARRANTY COVERAGE** Both parties understand that a home warranty [will [ ] will not be provided at closing. If applicable the warranty premium will be paid at closing by the Builder in the amount of $ TBD and provided by 2-10 Home Warranty Company and written through the BUILDER ~~Broker~~

25 **EXPIRATION OF OFFER** This offer from Purchaser shall be withdrawn at TBD o clock ____ m (ET) on TBD. unless accepted or countered by Seller in written form prior to such time

26 **FAX** Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

27 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

 Purchaser's Initials [illegible] DATE [illegible] HAVE READ THIS PAGE. Seller s Initials (____/____) DATE _____ _ HAVE READ THIS PAGE

28. DEFINITIONS In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays

29 HUD/CLOSING STATEMENT RELEASE Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 MEGAN'S LAW The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s). (A) Give no warranty of any kind express or implied, as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto, including but not limited to termite damage roof, basement, appliances, heating and air conditioning systems, plumbing sewage/septic electrical systems, or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated, (C) Give no warranty express or implied, as to title (D) Give no warranty express or implied, as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty, express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty, express or implied as to projected income, value or other possible benefits to the Purchaser**

This is a legally binding contract. Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Seller acknowledge the receipt of a copy of this contract

IN WITNESS THEREOF this contract has been duly executed by the parties hereto.

Monica Charter	Richard D. Le	4-20-04	
Witness as to Purchaser	Purchaser	Date	SSN
Monica Charter	Richard P. Le	4-20-04	
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Seller	Seller	Date	SSN
Witness as to Seller	Seller	Date	SSN

D Melton	Dutch Fork Realty	803-749-9100
Listing Agent	Office	Telephone Number
Monica Charter	RE/MAX Colonial Life Blvd	803-731-2466
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK ____ M (ET) ON _____ (DATE).



Marti Bedell
Three Million Dollar Club
GRI, CRS, CBR
100% Club

ADDENDUM TO CONTRACT
Lt 21 Courtyards at Rolling Creek

The following items to be included as part of the contract for Lot 21 in the Courtyards of Rolling Creek.

1 Arched door ways from breakfast rm to DR and from Greatroom to DR.
2 No doors or transoms
3 Screen porch, 11X14 w/ceiling fan and light kit.
4 Extend DR to be 11x17
5 In the area of room over the garage, in the hall area bath to have full shower w/light and commode w/sink.
6 Large closet in hall next to bath as in Lt 38 w/light in closet
7 250 sq ft. of flooring in attic.
8 Two double French doors in formal Living room
9 Broom closet to be 4ft wide in laundry room
10 Extra gas line to deck or patio
11 Total electric home including hot water heater
12 Three floor receptacles in floor in Great room
13 Ceiling fans w/light kits in FROG, master BR, BR 1&2, great room and screen porch
14 Hardwood floors through-out first floor w/exception of baths, utility closet and kitchen.
15 Purchaser would like price difference for hardwood floors in all areas that carpet is a standard
16 Ceramic tile in kitchen, baths and utility closet
17 Carpet to be on stairs and FROG.
18 Two 220 outlets in garage
19 Wood shelves in great room w/glass doors on upper cabinets in great room w/lights
20 Front elevation
21 Black shutters

22 Dual phone outlets in front BR
23 Purchaser would like plantation shutters on all windows but would like price difference between shutters and plantation blinds
24 Elongated commode in all baths
25 French drains all around house
26 Slight elevation variation
27 Same front door as model
28 Refrigerator allowance
29 All GE appliances
30 All roll out drawers in cabinets including lower cabinets
31 Wall bar in master shower and tub
32 Water cut valve w/handle in back yard near brick wall
33 Closing date to be between November 1 and Nov 15, 2004

Witness	4-20-04 Date	Purchaser
Witness	4-20-04 Date	Purchaser
Witness	Date	Seller

RE/MAX Real Estate Services
1420 Colonial Life Blvd., Suite NC
Columbia, South Carolina 29210-7609
24 Hr Office (803) 731-2466 or (800) 368-2466
Fax (803) 731-0602
Each Office Independently Owned and Operated

RE/MAX Above the Crowd!

RE/MAX® real estate services

Equal Housing Opportunity REALTOR®

SALES COMMISSION AGREEMENT - NON MULTIPLE LISTING SERVICE

I/We agree to pay to the undersigned sales agent, upon producing a bonafide purchaser for the property described below, at a price acceptable to the owner, a sales commission of 3 % of the total sales price This agreement also serves as acknowledgement of registration of the below named purchasers

Property Address [redacted] Court
Courtyards at Rolling Creek

Name of Purchaser(s) Fred + Mildred Fehl

Sales Agent Marti Bedell Team / Cathy Ritchie
Company Re/Max Real Estate Services

Listing Broker/Owner D. Melton
Company: Dutch Fork Realty

Cathy Ritchie
Signature Real Estate Licensee
Selling Company

4/30/04
Date

Signature Real Estate Licensee
Listing Company

Date

Commission Based on ~~Contract Price of~~ ~~$328,112~~

PK 4/30/04 Commission Based on Base Price → $301,962.00



Marti Bedell
www.marti.bedell.com
Email marti@martibedell.com
Platinum Club 100% Club
Three Million Dollar Club
Broker GRI CRS ABR

ADDENDUM TO CONTRACT OF SALE
Lot 21 Whetstone Creek Court
The Courtyards at Rolling Creek
Irmo SC 29063

9200 - Change Order

This addendum is made a part of the Contract of Sale between Frederick C and Mildred P Fehl (Purchasers) and K & L Contracting LLC (Seller) for the property located at Lot 21 Whetstone Creek Court in The Courtyards at Rolling Creek Irmo SC 29063

Cost $22,737.50

CONTRACT PRICE

Base price of home	$301,962
Total modifications as outlined below	+26,750
Total Contract Price	$328,712
Less Earnest money paid to seller and held in escrow by Seller	10,000
Balance to be paid at closing	$318,712

PLAN MODIFICATIONS

1	2 arches openings breakfast to dining and great room to dining (sheetrock wrapped 5 openings)	$ 1,000
2	No doors or transoms to rear dining room	NC
3	Screen porch 11 X 14 w/ ceiling fan and light pre wire	6,315
4	Extend DR and breakfast 1' to back of house	INC
5	ROG – finished bath w/ shower commode sink, vanity Light pre wire and bath fan	6,000
6	10 x 10 closet in ROG area 2/ light pre wire	1,110
7	250 sf of flooring in attic	150
8	Two double french doors in living room (3068)	1,600
9	Broom closet in laundry (approx 4' wide)	150
10	Gas line to deck	230
11	Electric heat pump and electric hot water heater	(600)
12	Three floor receptacles in great room	375
13	Ceiling fans w/ light pre-wires in ROG master BR2 BR3 Great room screened porch	INC
14	Hardwood floors in foyer living and hallways	

RE/MAX INC Real Estate Services
1420 Colonial Life Blvd Suite NC
Columbia South Carolina 29210-7009
24 Hr Office (803) 731-2466 or (800) 308-2466
Fax (803) 731-0602
Each Office Independently Owned and Operated

4548

15	Hardwood floors in the following areas	
	Great room	960
	Dining room	(375)
	Master bedroom	1 200
	Replace hardwood with tile in Breakfast and kitchen	435
16	Carpet on stairs and ROG	INC
17	Wood shelving w/ glass doors on upper cabinets in great room w/ light prewire	1 200
18	Modify front elevation	NC
19	Black shutters	INC
20	ALLOWANCE for Plantation Shutters	3 000
21	Elongated commodes in all baths	INC
22	French drains all around house foundation	900
23	Slight elevation variance	NC
24	Same front door as model	500
25	ALLOWANCE for Refrigerator	1 500
26	All GE Appliances	(see allowances)
27	Roll out drawers in cabinets	250
28	Wall bar in master shower and tub	300
29	Extend front garage wall/ROG 3	NC
30	18 garage door opening	300
31	Eliminate 2 windows in rear dining area (center)	(600)
32	Pull down stairs to attic right hall	NC
33	Solid surface countertops in kitchen	NC
34	Insulated garage door	400
35	Phone jack in kitchen near sink	NC
36	Condenser unit on right side of house	NC
37	Brick selection Old Richmond/Buff mortar	INCL

ALLOWANCES

- Light Fixtures $2 000 Appliances $1 800 Tile $8/sf Hardwood $6/sf Carpet $18/yd installed
- Door/Cabinet Hardware (installed per unit) - Front entry $120 Deadbolt $18 Entry $18 Interior knobs $114 Cabinet knobs $3 50
- Plumbing Fixtures (installed per fixture) - Bath faucet $100 Tub/shower or kitchen fixture $125 Kitchen sink $350 Roman tub faucet $250
- Other Hardware (installed per unit) - Towel/Paper rings. $15
- Landscaping

Note All allowances include taxes and delivery charges Any overages to be paid by homeowner directly to vendor at time of selections

Initials Builder _____ Date _____ Purchaser _____ Date 4/29/04 Page 2 of 3

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SQUARE FOOTAGE (approximate)

Main	= 2184 sf
Bonus	= 375 sf + closet + bath + hall
Garage	= 60 sf
Front Porch	= 30 sf
Screen Porch	= 154 sf
Open Deck	= 132 sf

PROJECT SPECIFICATIONS

1 Home to conform or exceed with all provisions placed forth within the 2003 International Residential Code

2 Foundation consisting of concrete masonry unit piers 2 x 10 or 2 x 8 syp floor joints 2 x 10 syp girders as needed Garage foundation – concrete brick Footings to be 24 wide by 8 deep or 3 000 psi concrete with soil tested for bearing capacity (to meet or exceed industry standard of 2 500 psi) prior to pouring

3 Exterior façade Brick entire house per plan-$230/1000 brick (neighborhood selections) Stucco/Brick details per plan around window/doors front only Windows White vinyl double-hung (Anderson) Vinyl shutters per plan – front only Front door fiberglass entry unit (decorative glass included-$500 allowance) other exterior doors insulated steel frames Vinyl/metal cornice

4 Shingles 30 year GAF architectural – charcoal color

5 Plumbing Fixture locations per plan Cultured marble whirlpool tub/shower in master Fiberglass tub/shower units all other baths Glass shower enclosure in master only All vanities cultured marble All toilets elongated water saver units Lavatory faucets American Standard chrome double lever brass in master if desired Shower faucets single lever American Standard Master tub roman deck valve Kitchen sink allowance Pedestal sink in powder ($150 allowance) 50-gallon electric water heater (location in garage) Water/Sewer connections from house to supplies included

6 Electrical Fixture locations per plan Fixture allowance $2 000 Cable jacks in each bedroom bonus room and great room Phone jacks in each bedroom bonus room and kitchen (Allowance includes bulbs door chime smoke detectors and recess lights)

7 HVAC 12 seer Goodman electric unit (10 yr Mfg warranty on units) Bath fans per plan vented to exterior Gas lines run to fireplace any additional extra

8 Fireplace 42" vent-free pre-fab unit. Tile hearth and surround ($8/sf installed) with wood mantle and legs

9 Cabinets Kitchen and baths site-built Paint-grade cabinets with crown mould and raised panel doors Kitchen countertops 1 ¼ granite

10 Flooring Hardwood ($6/sf installed) in entry entry hall s dining great room kitchen breakfast nook Tile ($8/sf installed) in all baths and utility room Carpet n all bedrooms closets ($18 /d installed) Stairs to bonus room carpeted painted handrail

11 Interior Finishes ½ Sheetrock on walls and ceilings (all smooth) Hollow-core 6 panel masonite doors 3 ¼" casing all windows and doors (444) 7 ¼ speed base n foyer dining great room kitchen and main halls 5 ¼ speed base in all bedrooms baths laundry and bonus rooms Windows to have extension jambs 444 casings and window stool Two piece 4 5/8" crown mould/picture mould entry and dining Two piece chair rail with case cap panels in dining room Columns per plan Pull down staircase to attic space Flat wall paint (two-coat system)-3 color maximum in house one-color semi-gloss trim (two-coat system) Garage sheet rocked (textured ceiling) primed with 6" ¼ base and steel un insulated door with opener (2 remotes) no glass

12 Appliances $1 800 allowance

13 Fencing Included per neighborhood specifications

14 Porches Front porch concrete with slick finish wrought iron handrail Rear porch treated wood with screen installed steps to rear yard Tile or tongue and groove flooring to be additional

15 Landscaping. $3 500 allowance

16 Clearing/Grading Clearing included for driveway/walks and 25 in and around house All necessary grading to ensure proper drainage away from house

17 Utilities Sewer tap included water meter fee included Electric meter and any installation fees included Temporary electricity pole permit and pole provided by K & L

18 Building Permit Included – Richland County

19 Surveys Site layout only

20 Termite treatment Crawl space exterior of foundation porch and garage slabs treated during construction Letter provided at closing

21 Insulation R 13 blown cellulose in walls R 19 fiberglass batts in crawl space floor R 30 blown cellulose in attic

22 Flatwork 3 foot wide walk from front stairs to drive Drive per neighborhood specifications turnaround included Drive/walks broom finished

23 Shelving Vinyl coated ventilated shelving all closets

24 Mirrors Square edge 42" high x vanity width in all baths

25 Hardware Allowance

26 Mailbox Included-Neighborhood standard

27 Gutters Included around entire house

28 Warranty 2-10 HBW

29 Other Include any specifications mentioned in project bid dated April 21 2004

Initials Builder _____ Date _____ Purchaser [signature] Date 4/29/04 Page 4 of

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If I have left anything out or you have other questions and ides please let me know I again would like to thank you for allowing us the opportunity to bid on the future or your residence, we look forward to the additional opportunity o' working with you We guarantee quality work and strive for total custom er satisfaction Please feel free to call me with any questions pertaining this proposa

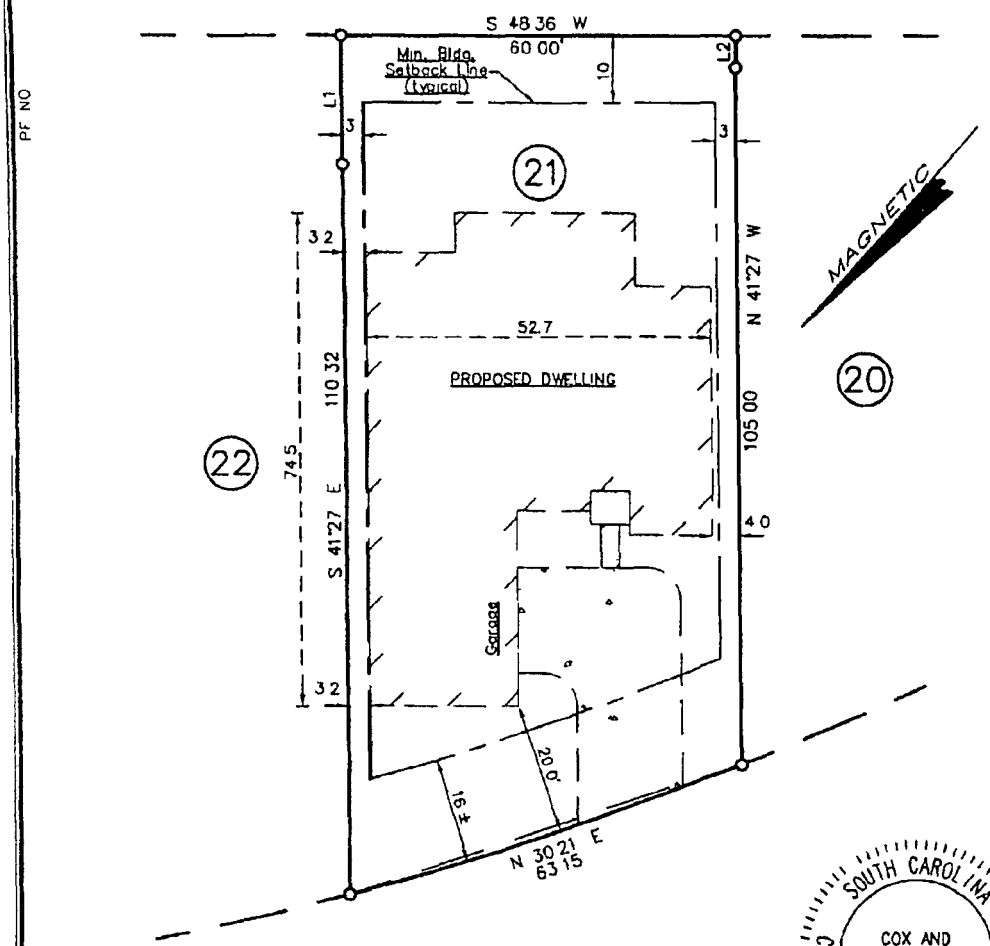
CONTRACT CLOSING
Closing date between 11/1/04 and 11/15/04

Witness	Date	Builder
Cathy Ritchie	4/29/04	[illegible]
Witness	Date	Purchaser
Cathy Ritchie	4/29/04	Richard P Zide
Witness	Date	Purchaser

4552

LINE TABLE		
LINE	LENGTH	BEARING
L1	19 15	S 41 27' E
L2	4 69'	N 41 27' W

NOW OR FORMERLY
C. L. ELLISOR



WHETSTONE CREEK COURT

SOUTH CAROLINA
COX AND DINKINS INC
No C00294
CERTIFICATE OF AUTHORIZATION

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 21 ON A BONDED PLAT OF THE COURTYARDS at ROLLING CREEK PHASE ONE BY ASSOCIATED E & S INC DATED JUNE 20 2002 REVISED OCTOBER 18 2002

NOTES

1) No f ld work done by us at th s time
2) Ver fy dwelling options a d f al d me sions th cont actor before starting construct on
3) Ver fy setbacks / ecsements with develope and local officials prior to construct on
4) Th s Plot Plan s a conceptual drawing and contents shown hereon are subject to va at on upon final construct on

MARCH 23 2004

1 = 20

0 10 20 40

COX AND DINKINS
ENGINEE S SURVEYORS

COX AND DINKINS INC
72 BELTLINE BLVD
COLUMBIA SOUTH CAROLINA 29205
803-254-0518 Fax 803 765-0993
Email cdinc@coxa ddink s com

4873

COMPILED DRAWING NOT FOR RECORDATION OR CONVEYANCE OF PROPERTY

PROF LAND SURVEYOR NO 13517
J. DON RAWLS JR.

BOOK	CHK G	TMS 2600-4-2 (Por)	SF NO 310	NO 20	PROJ 4021-CY dwg	BY 1

A Settlement Statement

U S. Department of Housing and Urban Development

OMB No 2502-0265

COPY

B. Type of Loan			
1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	6 File Number 03-14937	7 Loan Number 0304792	8 Mortgage Insurance Case Number

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 (p o c) were paid outside the closing, they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E. Name and Address of Seller	F Name and Address of Lender
Carolyn G Holliday	SEL Properties LLC 1105 Pulaski St. Columbia, SC 29201	Homeowners Mtg. Enterprises Inc 2530 Devine St. Columbia, SC 29205

G Property Location	H Settlement Agent	
Lot 23 Ph. II The Courtyards @ Rolling Creek Rich Co TMS# P/O 02600-04-02	Dooley Law Firm Place of Settlement 218 East Main Street Lexington S C 29072	I Settlement Date 07/30/03

J SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract sales price	40 000 00	401 Contract sales price	40 000 00
102. Personal property		402. Personal property	
103 Settlement charges to borrower (line 1400)	3 475 67	403	
104 Cost of Construction	197 153.00	404	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. C ty/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108. Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112.		412	
120 GROSS AMOUNT DUE FROM BORROWER	240,628 67	420 GROSS AMOUNT DUE TO SELLER	40,000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT TO SELLER	
201 Deposit or earnest money	1,000 00	501 Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,299 00
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204		504 Payoff of first mortgage loan	
205 $225,238 00 Const. / Perm Loan		505 Payoff of second mortgage loan	
Payable In Draws			
206 1st Draw Pu chase of Lot	28,080 00	506	
207 Loan In P ocess	197,153 00	507	
208.		508 Partial Release to NBSO #2750-4C	32,000 00
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212. Assessments to		512. Assessments to	
213		513	
214		514 Land cost	4873 88
215		515 Dev Cost	25383 23
216.		516 COS Lot costs	30757 11
217		517 - cns	4873 88
218.		518 Int c -	25383 23
219.		519	
220 TOTAL PAID BY / FOR BORROWER	226,233 00	520 TOTAL REDUCTION AMOUNT DUE SELLER	36,299 00
300 CASH AT SETTLEMENT FROM OR TO BORROWER		600 CASH AT SETTLEMENT TO OR FROM SELLER	
301 Gross amount due from borrower (line 120)	240,628 67	601 Gross amount due to seller (line 420)	40,000 00
302 Less amounts paid by/for borrower (line 220)	226,233 00	602. Less reduction amount due to seller (line 520)	36,299 00
303. CASH FROM BORROWER	14,395 67	603 CASH TO SELLER	3,701 00

9-10 05 all

IN THE EVENT A RE PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2003 ARE PREPARED THE PARTIES AGREE TO HANDLE SAID RE PRORATION BETWEEN THEMSELVES.

Carolyn G Holliday

Carolyn G Holliday

SEL Properties LLC

RESPA, HB 4305 2 REV HUD1(3/86)

3512

File Number 03 14937

U S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
PAGE 2

L. SETTLEMENT CHARGES.				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER S FUNDS AT SETTLEMENT
700	TOTAL SALES/BROKER'S COMMISSION based on price $ 40 000 00 @ 10 00 = 4 000 00				
	Division of commission (line 700) as follows				
701	$ 4 000 00 to Dutch Fork Realty				
702	$ to				
703	Commission paid at Settlement				4 000 00
704					
800	ITEMS PAYABLE IN CONNECTION WITH LOAN		P O C		
801	Loan Origination Fee	%			
802	Loan Discount	%	Homeowners Mtg. Enterprises, Inc	122 62	
803	Appraisal Fee	to	The Truth In Lending Co	350 00	
804	Credit Report	to			
805	Lender's Inspection Fee	to			
806	Mtg Ins. Application Fee	to			
807	Assumption Fee	to			
808	Tax Service Fee		TRETS	75 00	
809	Flood Certification Fee		FDSI	30 00	
810	Document Preparation Fee		Homeowners Mtg. Enterprises, Inc	125 00	
811	Express Mail / Courier		Homeowners Mtg. Enterprises, Inc.	37 00	
812	Underwriting Fee		Homeowners Mtg. Enterprises, Inc.	200 00	
813	MERS Registration Fee		Homeowners Mtg. Enterprises, Inc.	3 95	
814	Const. Admin. Fee		Homeowners Mtg. Enterprises, Inc	250 00	
815	Const. Inspection Fee		The Truth In Lending Co	325 00	
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901	Interest from to @$ /day				
902	Mortgage Insurance Premium to				
903	Hazard Insurance Premium yrs to				
904	Lock Extension		Homeowners Mtg Enterprises, Inc.	563 10	
905					
1000	RESERVES DEPOSITED WITH LENDER FOR				
1001	Hazard Insurance	mo. @$	/ mo.		
1002	Mortgage Insurance 0	mo. @$ 80 71	/ mo.		
1003	City property taxes	mo. @$	/ mo.		
1004	County property taxes	mo. @$	/ mo.		
1005	Annual Assessments	mo. @$	/ mo.		
1006		mo. @$	/ mo.		
1007		mo. @$	/ mo.		
1008	Aggregate Reserve for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments				
1100	TITLE CHARGES				
1101	Settlement or closing fee to				
1102	Abstract or title search to				
1103	Title examination to Esquire Title Co			161 00	
1104	Title insurance binder to Dooley Title Services			75 00	
1105	Document preperation to Dooley Law Firm			125 00	125 00
1106	Notary fees to				
1107	Attorney's fees to Dooley Law Firm			450 00	
	(includes above item No:)				
1108	Title Insurance to Dooley Title Services			499 00	
	(includes above item No:)				
1109	Lender's coverage — 499 00				
1110	Owner's coverage				
1111	Overnight Deliveries Dooley Law Firm			20 00	20 00
1112	Copies, Fax & Postage Dooley Law Firm			25 00	
1113					
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201	Recording fees Deed $ 12 00 , Mortgage $ 27 00 Releases $ 6 00			39 00	6 00
1202	City/county/stamps Deed $ 148 00 Mortgage $				148 00
1203	State tax/stamps Deed $, Mortgage $				
1204					
1205					
1300	ADDITIONAL SETTLEMENT CHARGES				
1301	Survey to				
1302	Pest inspection to				
1303					
1304					
1305					
1306					
1307					
1308					
1400	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			3,475 67	4 299 00

SIGN HERE

he carefully reviewed the HUD- Settlement Statement and to the best of my knowledge and belief, it is true and accurat statement of all receipts and disbursements made on my account or by me in this an action further certify that have received copy of the HUD-1 Settlement Statement

Carolyn G. Holliday

SE Properties LLC

The HUD- Settlement Statement which I have prepared is true and accurate account of this transaction I have caused or will cause the funds to be disbursed in accordance with this statement

Dooley Law Firm

Date 4-30-03

WARNING It is crime to knowingly make false tatements to the United States on this or any other similar form. Penalties upon conviction can include fine or imprisonment. For details see. Title 8 U S Code Section 00 and Section 0

RESPA HB 4305.2 REV HUD1(3/86)

3513

(23)

The Courtyards
At
Rolling Creek
Phase I

This contract made between Wister and Carolyn Holliday, purchaser and

_____ SEL Properties LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek on Highway 126 near the Town of Irmo, in Richland County, State of South Carolina, and being described as follows

Lot 23 Block _____, Phase I, The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes, rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ------- - ----------$ 40,000 ^oo
To be paid as follows
Deposit or Reservation Money (Cash___Check___)- ---$ 1,000 ^oo

Balance upon Delivery of Deed as hereinafter provided $ 39,000 ^oo

Seller does hereby reserve the right due to final engineering and survey requirements to partially change alter or modify the location shape and dimensions of the lot so long as such damages alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent ~~(6%)~~ 3% QM 7-1-05 sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Winston and Carolyn Hollins
And be delivered at the office of To be determined
Or other stipulated place of closing and transaction closed on or before April 8th 2003
But not later than April 8th 2003 ~~2002~~ as extended for events or occurrences beyond Seller s control such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years' taxes are determined

In lieu of pro-rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

(1) See exhibit A

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Carolyn D Holliday 2-8-03
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

By

(As to Seller)

Its

The Courtyards
At
Rolling Creek
Phase I

This contract made between Winston and Carolyn Holliday, purchaser and

SEL Properties, LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

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- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---- - - --- -------- ---- - ----$ 40,000 ^00
To be paid as follows
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Balance upon Delivery of Deed as hereinafter provided $ 39,000 ^00

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Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

4905

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And be delivered at the office of To be determined
Or other stipulated place of closing and transaction closed on or before April 8th 2003
But not later than April 8th 2003 ~~2002~~ as extended for events or occurrences beyond Seller s control such as acts of God casualty losses or material shortages

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It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make rep esentations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

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Any assignment without Seller s written consent shall be null and ineffectual

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This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

(b) See exhibit A

In Witness Whereof the undersigned have set their hands and seals

Signed, Sealed and Delivered
In the Presence of

Carolyn D. Holliday 2-8-03
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone - Home

City State Zip Code

SEL Properties LLC

(As to Seller)

By _____

Its _____

4907

Assesso Data View

The f m ton p ev ded o t pay reflect d ta as o a d no l b d o ef e only o ff i ss n t f tion plea e c t ct he Richland C ty A se o Offi

I f li p e d t As e s s G tabase l collected o ga ed nd p o ded f the co n e of he u e and e t ded lely fo fo mal al p po e **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION RISK AND RESPONSIBILITY OF THE USER** W r e e y ttemp l mad to p o de fo nation hat is a c t t t lat of p bil n pe ir s of uc Infe nation m y be co ect o t cu t **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED AS TO ITS ACCURACY COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE** All off c at ecords of the Co y a d th unty id elected of oals a e o l l their e pectiv ffi cer a d may be owed by he publ at tho e off ces

Owner Information

Tax Map Number	R02606 01 10
Owner	HOLLIDAY CAROLYN G
Address 1	[redacted]
Address 2	[redacted]
Address 3	
City/St te/Zip	IRMO SC 29063
Prop rty Location/Code	[redacted]

Tax Information

Yea	2006
Property T Reli f	($541 20)
Local Optio Sales Ta Cred t	($381 98)
T Am t	$2 762 14
Paid	Yes
Homestead	No
Assessed	$10 050 00

Assessment Information

Ye Of Assessment	2007	Legal Res dence	Yes
Ta District	6UD	Sewe Connection	
Acreage Of Parcel	0	Water Co ect on	
Non Ag culture Value	$42 000 00	Agriculture Value	$0 00
Building Val e	$209 300 00	Impro ements	$0 00
Ma ket Value	$251 300 00		

Zoning as of December 31 2006 RS LD SINGLE-FAMILY RESIDENTIAL

Property Information

Legal Description	LOT 23		
	60 1X145 8X60X141 3	#SU THE COURTYARDS @ ROLLINC	
La d Type		CREEK PHASE I	
A ea	THE COURTYARDS @ ROLLING CRE	(HWY 176 BROAD RIVER RD)	

Sales History

1				
Cur ent Owne N me	Sale Date	Vacant o Imp u ed	Deed Book/Page	Sale Price
HOLLIDAY CAROLYN G	08/07/2003	V	R0833/ 1666	$40 000 00
SEL PROPERTIES LLC	10/06/2000		R0449/ 37	$0 00

Structure Information

1									
Building Number	Yea Structure Was Assessed	Build ng Description	Actual Year Built	N mber Of Bathrooms	Nu nbe Of Bed ooms	Total Numbe Of Rooms	Total N mbe Of Stories	Heated Square Foot ge	Total Sq a e Footag
1	2006	SGL FAM WALL GROUP 3	2004	2 0	3	0	1 0	2337	3346

Structure Details

Bu ld ng	St ctu e	Str ct re De c p o

Exemptions

E en ption	E emption

Numbe	Type	[illegible]	Year	Description
1	Buildi g Element	EXTERIOR WALL 1 FACE BRICK VENEER		

A SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502-0265

B Type of Loan			
__ FHA __ FmHA X Conv Unins __ VA 5 __ Conv Ins	6 File Number 0402034R	7 Loan Number	Mortgage Insurance Case Number

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 (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
SHOAK BUILDERS INC	SEL PROPERTIES LLC 1105 PULASKI STREET COLUMBIA SC 29201 CRC	MIDLAND MORTGAGE CORPORATION 1500 RICHLAND STREET COLUMBIA SC 29201

G Property Location	H Settlement Agent	I Settlement Date
LOT 24 COURTYARD AT ROLLING CREEK RICHLAND COUNTY SC 1 Whetstone Creek Ct	AUSTIN LEWIS & ROGERS P A Place of Settlement 508 HAMPTON STREET THIRD FLOOR COLUMBIA SC 29201	03/18/04

J SUMMARY OF BORROWER'S TRANSACTION		K SUMMARY OF SELLER'S TRANSACTION	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	36 000 00	401 Contract sales price	36 000 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3 577 50	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	39 577 50	420 GROSS AMOUNT DUE TO SELLER	36 000 00
200 Amounts Paid By or In Behalf of Borrower		500 Reductions In Amount Due To Seller	
201 Deposit or earnest money	250 00	501 Excess Deposit (see instruction)	250 00
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	341 20
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan NATIONAL BANK OF SOUTH CAROLINA	32 000 00
205		505 Payoff of second mortgage loan	
206 LOT DRAW FROM LIP	36 000 00	506	
207 CLOSING COSTS DRAW FROM LIP	3 327 50	507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212 Assessment to		512 Assessments to	
213		513	
214		514 Site Dev Cost	5198 81
215		515 Int on site	2083 29
216		516 CWS Int cost	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	39 577 50	520 TOTAL REDUCTION AMOUNT DUE SELLER	32 591 20
300 Cash At Settlement From or To Borrower		600 Cash At Settlement To or From Seller	
301 Gross amount due from borrower (line 120)	39 577 50	601 Gross amount due to seller (line 420)	36 000 00
302 Less amounts paid by/for borrower (line 220)	39 577 50	602 Less reduction amount due seller (line 520)	32 591 20
303 CASH FROM BORROWER		603 CASH TO SELLER	3 408 80

IN THE EVENT RE-PRORATION OF TAXES IS NECESSARY WHEN THE TAX BILLS FOR 20 ARE PREPARED THE PARTIES AGREE TO HANDLE SAID RE PRORATION BETWEEN THEMSELVES

SHOAK BUILDERS INC By /s/ Borrower

SEL PROPERTIES, LLC By /s/ Seller

Borrower

Seller

RESPA, HB 4305.2 REV HUD 1 (3/86)

3584

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

L. SETTLEMENT CHARGES	FILE # 0402034R	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL SALES/BROKER'S COMMISSION based on price $	@		
Division of commission (line 700) as follows			
701 $	to		
702 $	to		
703. Commission paid at Settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee	% MIDLAND MORTGAGE CORPORATION	2 232 00	
802. Loan Discount	%		
803. Appraisal Fee	to MIDLAND MORTGAGE CORPORATION	225 00	
804 Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mtg. Ins. Application Fee	to		
807 Assumption Fee	to		
808 INSPECTION FEE	MIDLAND MORTGAGE CORPORATION	300 00	
809 FLOOD CERTIFICATION	MIDLAND MORTGAGE CORPORATION	25 00	
810			
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest from	to @ $ /day Days		
902 Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	years to		
904			
905			
1000 RESERVES DEPOSITED WITH LENDER FOR			
1001 Hazard Insurance	mo @$ /mo		
1002 Mortgage Insurance	mo @$ /mo		
1003. City property taxes	mo @$ /mo		
1004 County property taxes	mo @$ /mo		
1005. Annual Assessments	mo @$ /mo		
1006	mo @$ /mo		
1007	mo @$ /mo		
1008			
1100 TITLE CHARGES			
1101 Settlement or closing fee	to		
1102. Abstract or title search	to IRMO REAL ESTATE TITLE	162 50	
1103 Title examination	to		
1104 Title insurance binder	to L&B TITLE	75 00	
1105 Document preparation	to AUSTIN LEWIS & ROGERS PA		200 00
1106. Notary fees	to		
1107 Attorney's fees	to AUSTIN LEWIS & ROGERS PA	250 00	
(includes above items No)			
1108 Title Insurance	to L&B TITLE	224 00	
(includes above items No CONSTRUCTION LOAN RATE)			
1109 Lender's coverage $			
1110 Owner's coverage $			
1111 UPDATE & RECORD FINAL DOCS	IRMO REAL ESTATE TITLE	25 00	
1112 COPIES\FAX\POSTAGE	AUSTIN LEWIS & ROGERS PA	25 00	
1113. COURIER LOAN PKG TWICE	AUSTIN LEWIS & ROGERS PA	24 00	
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording fees	Deed $ 10 00 Mortgage $ Releases $ 8 00	10 00	8 00
1202 City/county/stamps	Deed $ 133 20 Mortgage $		133 20
1203 State tax/stamps	Deed $ Mortgage $		
1204			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301 Survey	to		
1302 Pest Inspection	to		
1303			
1304			
1305			
1400 TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)		3 577 50	341 20

I have carefully reviewed the HUD-1 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 the HUD-1 Settlement Statement.

OAK BUILDERS INC — Buyer/Borrower

Buyer/Borrower

AUSTIN LEWIS & ROGERS, P.A. — Settlement Agent

BEE PROPERTIES LLC — Seller

Seller

8/18/04 — Date

RESPA HB 4305.2 – REV HUD-1 (3/86)

3585

0002658

The Courtyards
At
Rolling Creek
Phase I

This contract made between Gil Smoak Robert Milam, purchaser and

SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County, State of South Carolina, and being described as follows

Lot 24 Block ____, Phase I, The Courtyards at Rolling Creek Subdivision, Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$36,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check X)----$ 250.00

Balance upon Delivery of Deed as hereinafter provided $ 35,750.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Robert or Martha Milam
And be delivered at the office of Trey Harvell, Attorney at Law
Or other stipulated place of closing and transaction closed on or before Jan 16, 2004,
But not later than Feb 1, 2004 as extended for events or occurrences beyond Seller's control, such as acts of God, casualty losses or material shortages

Assessments (if any) taxes, and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years' taxes are determined

In lieu of pro-rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year's property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection, including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall, at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer, agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made, may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads, which will be inspected during construction by Richland County, shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

Not Incl Clearing Cost

In Witness Whereof the undersigned have set their hands and seals

10/23/03

Signed, Sealed and Delivered
In the Presence of

Colleen Jimison

Purchaser Date 10/23/03

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City, State, Zip Code

SEL Properties, LLC

(As to Seller)

By

Its

(24)

The Courtyards
At
Rolling Creek
Phase I

This contract made between Robert Milam, purchaser and

SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County, State of South Carolina, and being described as follows

Lot 24 Block ____, Phase I, The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$36,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check X)----$ 250.00

Balance upon Delivery of Deed as hereinafter provided $ 35,750.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Robert or Martha Milam
And be delivered at the office of Trey Harrell, Attorney at Law
Or other stipulated place of closing and transaction closed on or before Jan 16 2004
But not later than Feb 1, 2004 as extended for events or occurrences beyond Seller s control, such as acts of God, casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro-rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller, its successor and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

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This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended, except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

Not Inc Closing Cost

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

X _____

(As to Purchaser)

_____
Address

_____
City State Zip Code

_____
(As to Seller)

_____ 10/23/03
Purchaser Date

_____
Purchaser Date

_____
Telephone – Home

_____
SEL Properties LLC

By _____

Its _____

Assessor Data View

The information pro ided on his page refl cts data as of **December 31 2006** and should be used for refei ence on y For official a sessment information please contact he Richland County Assessor s Office

Information presen ed on the Asses o D tabase is collected o ga ize d and p ovided for th e convenience of the use and is ntended solely for info mational purposes **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION RISK AND RESPONSIBILITY OF THE USER** Wh le every attempt is made to provide information that is accurate at the date of publication portions of such information may be incorrect or not current **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED AS TO ITS ACCURACY COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE** All official records o the County and the county wide elected officials are on file in their respective offices and may be viewed by the public at those offices

Owner Information

Tax Map Number	R02606 01 11
Owner	MILAM MARTHA M
Address 1	[redacted]
Address 2	
Address 3	
City/State/Zip	IRMO SC 29063
Property Location/Code	[redacted]

Tax Information

Year	2006
Property Tax Relief	($541 20)
Local Option Sales Tax Credit	($569 54)
Tax Amount	$4 285 30
Paid	Yes
Homestead	No
Assessed	$14 990 00

Assessment Information

Year Of Assessment	2007	Legal Residence	Yes
Tax District	6UD	Sewer Connection	CITY
Acreage Of Parcel	0	Water Connection	CITY
Non Agriculture Value	$35 000 00	Agriculture Value	$0 00
Building Value	$335 700 00	Improvements	$4 000 00
Market Value	$374 700 00		
Zoning as of December 31 2006	RS LD	SINGLE FAMILY RESIDENTIAL	

Property Information

Legal Description	LOT 24 61 8X160 9X60X145 8	#SU THE COURTYARDS @ ROLLINC
Land Type		CREEK PHASE I
Area	THE COURTYARDS @ ROLLING CRE	(HWY 176 BROAD RIVER RD)

Sales History

1				
Current Owner Name	**Sale Date**	**Vacant or Improved**	**Deed Book/Page**	**Sale Price**
MILAM MARTHA M	07/21/2005	I	R1077/ 1062	$5 00
MILAM ROBERT A & MARTHA M	05/27/2005	I	R1057/ 2098	$354 709 00
SMOAK BUILDERS INC	03/30/2004	V	R0917/ 2267	$36 000 00
SEL PROPERTIES LLC	10/06/2000		R0449/ 37	$0 00

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576-2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0305731	10/07/2003	$ 144595 00	$	

NAMES & ADDRESSES

LOCATION 1
Irmo SC 29063

SUBDIVISION COURTYARDS @ ROLLING CREEK
LOT 25
TMS# 04-02
UTILITIES
Electn
Sewer
Gas
USEZONE RS LD FLOODZONE No
MOBILE DECAL
MOBILE MODEL

OWNER Kandl Contracting Llc (803 254 8403)
APPLICAN Data Unavailable

CONTRACTOR Data Unavailable
Record Default

SUB-CONTRs
Electrical
Plumbing
Mechanical

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOME

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single family houses attached or detached

OCCUPANCY TYPE
R

CONSTRUCTION TYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUARE FOOTAGE	2993 Sq Ft

SINGLE FAMILY ONLY

#BATHROOMS	0
#BEDROOMS	0
TOTAL ROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 10/07/2003

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http //BuildingDepartment.com/projects	0305731	241617

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment.com

printed July 17 2007

A

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

COPY

OMB No 2502-0265

B Type of Loan: 1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins

6 File Number	7 Loan Number	8 Mortgage Ins Case #
2003456 TGQ		

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 "(p o c)" were paid outside the closing they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES LLC CRC PO BOX 11641 COLUMBIA, SC 29211	FIRST PALMETTO SAVINGS BANK 3932 FOREST DRIVE FOREST ACRES SC 29204

G Property Location
LOT 25 ROLLING CREEK Phase I
TMS#02607-09-01

H Settlement Agent
TIM QUINN, ATTORNEY AT LAW

Place of Settlement
1421 CALHOUN ST.
COLUMBIA SC 29201

I Settlement Date
10/10/03
DISB DATE
10/10/03

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101 Contract sales price	40,000.00	401. Contract sales price	40,000.00
102 Personal property		402 Personalproperty	
103. Settlement charges to borrower (line 1400)	2,930.50	403	
104		404	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	42,930.50	420. Gross Amount Due To Seller	40,000.00
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0.00	501. Excess deposit (see instructions)	0.00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	223 00
203. Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 176000.00	0.00	504 Payoff of first mortgage loan	32,000 00
205 1ST DRAW	42,930.50	505 Payoff of second mortgage loan	
206		506	
207		507.	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxe to		510. City/town taxes to	
211 County taxes to		511 County taxes to	
212. Assessments to		512. Assessments to	
213		513	
214		514.	
215		515	
216		516.	
217		517	
218.		518	
219		519	
220 Total Paid By/For Borrower	42,930 50	520. Total Reduction Amount Due Seller	32,223 00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	42,930 50	601 Gross amount due to Seller (line 420)	40,000 00
302. Less amt paid by/for borrower (line 220)	(42,930.50)	602 Less reduction in amt due seller (ln 520)	(32,223.00)
303. Cash ☒ From ☐ To Borrower	0.00	603 Cash ☒ To ☐ From Seller	7,777.00

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD-1 (3-86)
RESPA HB 4305 2

ENTERED 10-28-03

Site dev cost + 5405 58
Infrastructure + 25883 23
COS Lots - 31,28881

3514

L Settlement Charges			Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
700	Total Sales/Broker s Commission based on price $ 40,000.00 @ .00 %			
	Division of commission (line 700) as follows:			
701	$	to		
702	$	to		
703	Commission paid at settlement			
704				
800	Items Payable in Connection With Loan			
801	Loan origination Fee .00 %	FIRST PALMETTO	1,760.00	
802	Loan Discount %			
803	Appraisal Fee	to FIRST PALMETTO	300.00	
804	Credit report	to		
805	Lender s Inspection Fee			
806	Mortgage Insurance Application Fee	to		
807	A sumption Fee			
808	FLOOD CERT FEE TO FIRST PALMETTO		18 00	
809				
810				
811				
812				
813				
814				
815				
900	Items Required By Lender To Be Paid In Advance			
901	Interest from to	@$ /day		
902	Mortgage Insurance Premium for	months to		
903	Hazard Insurance Premium for	years to		
904				
905				
1000	Reserves Deposited With Lender			
1001	Hazard Insurance	months @$ per month		
1002	Mortgage Insurance	months @$ per month		
1003	City Property Taxes	months @$ per month		
1004	County Property Taxes	months @$ per month		
1005	Annual Assessments	months @$ per month		
1006	Flood Insurance	months @$ per month		
1007	Sanitary Tax	months @$ per month		
1008	AGGREGATE ACCOUNTING AD	months @$ per month	0 00	
1100	Title Charges			
1101	Settlement or closing fee	to		
1102	Abstract or title search	to		
1103	Title examination	to		
1104	Title insurance binder	to PERPETUAL TITLE	50.00	
1105	Document preparation	to DOC PREP		75 00
1106	Notary fees	to		
1107	Attorney s fees	to TIM QUINN, ATTORNEY AT LAW	350 00	
	(includes above item numbers	1101-1107)		
1108	Title insurance	to PERPETUAL TITLE	408.00	
	(includes above item numbers	)		
1109	Lender s coverage	$ 176,000.00		
1110	Owner s coverage	$ 176,000 00		
1111				
1112				
1113				
1200	Government Recording and Transfer Charges			
1201	Recording fees: Deed $ 10 20	,Mortgage $ 11.20 ,Releases $ 8 10	29 50	
1202	City/county tax/stamps Deed $	,Mortgage $		
1203	State tax/stamps, Deed $ 148 00	,Mortgage $ 00		148 00
1204				
1205				
1300	Additional Settlement Charges			
1301	Survey to			
1302	Pest inspection to			
1303	DELIVER PACKAGE		15 00	
1304				
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		2,930.50	223 00

I have carefully reviewed the HUD 1 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 the HUD 1 Settlement Statement

R&L CONTRACTING, LLC

SEL/PROPERTIES LLC

Borrowers

Sellers

The HUD 1 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 this statement

Settlement Agent TIM QUINN ATTORNEY AT LAW

10/10/03
Date

WARNING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon conviction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

3515

OMB NO 2502 0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN

1 ☐ FHA 2 ☐ FmHA 3 ☐ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER 04RE8804

7 LOAN NUMBER

8 MORTGAGE INS CASE NUMBER

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.*

3/98 04 E8804 PFD04RE880 5)

D NAME AND ADDRESS OF BUYER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Wilfred Fulcher Nancy B Fulcher	K&L Contracting LLC P O Box 11641 Columbia SC 29211	

G PROPERTY LOCATION	H SETTLEMENT AGENT 20 0535937	I SETTLEMENT DATE
Richland County South Carolina Lot 25 The Courtyards at Rolling Creek Phase I	Law Offices of Robert L Luce LLC PLACE OF SETTLEMENT 7523 Irmo Drive Columbia SC 29212	July 14 2004

J SUMMARY OF BUYER S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BUYER		**400 GROSS AMOUNT DUE TO SELLER**	
101 Contract Sales Price	248 000 00	401 Contract Sales Price	248 000 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Buyer (Line 1400)	1 460 90	403	
104		404	
105		405	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BUYER	249 460 90	*420 GROSS AMOUNT DUE TO SELLER*	248 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BUYER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**	
201 Deposit or earnest money	2 000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)		502 Settlement Charges to Seller (Line 1400)	18,934 60
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first Mortgage to First Palmetto savings	163 589 98
205		505 Payoff of second Mortgage	
206		506	
207		507 (Deposited sub as proceeds)	
208		508	
209		509	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01/04 to 07/14/04	140 99	511 County taxes 01/01/04 to 07/14/04	140 99
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518 2003 County Taxes to Richand County Treasure #0260	374 31
219		519	
220 TOTAL PAID BY/FOR BUYER	2 140 99	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	183 039 88
300 CASH AT SETTLEMENT FROM/TO BUYER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Buyer (Line 120)	249 460 90	601 Gross Amount Due To Seller (Line 420)	248 000 00
302 Less Amount Paid By/For Buyer (Line 220)	(2 140 99)	602 Less Reductions Due Seller (Line 520)	(183 039 88)
303 CASH (X FROM) (TO) BUYER	247 319 91	*603 CASH (X TO) (FROM) SELLER*	64 960 12

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

Buyer Wilfred Fulcher

Wilfred Fulcher

Nancy B Fulcher

Seller By Barry C Cook agent

K&L Contracting LLC

4919

0002669

L. SETTLEMENT CHARGES

	L COMMISSION Based on Price $ 248 000 00 @ 6 0000 % 14 880 00		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
	Division of Commission (line 700) as Follows			
	$ 7 440 00 to Dutch Fork Realty			
702	$ 7 440 00 to Coldwell Banker United Realtors			
703	Commission Paid at Settlement			14 880 00
704	to			
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origination Fee / to			
802	Loan Discount % to			
803	App isal F to			
804	Cred t Report to			
805	Lender' Inspection Fee to			
806	Mortgage I s App Fee to			
807	Assumption Fee to			
808				
809				
810				
811				
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	I terest From to @ $ /day (days %)			
902	Mortgage Insurance Premiumfor mo ths to			
903	Hazard Ins rance Prem um for 1 0 years to			
904				
905				
1000	RESERVES DEPOSITED WITH LENDER			
1001	Haza d I su a ce months @ $ per month			
1002	Mortgage Insurance months @ $ per month			
1003	City/tow taxes mo ths @ $ per month			
1004	Cou ty taxes months @ $ per mo th			
1005	Assessments months @ $ per month			
1006	months @ $ per month			
1007	months @ $ pe mo th			
1008	Agg egate Adjustment m ths @ $ pe mo th			
1100	TITLE CHARGES			
1101	Settl m Clos g Fee to Law Offices of Robert L. Luce LLC		350 00	
1102	Abstract o Title Search to Robert L. Luce Fidel ty Nat o al Title Ag t		150 00	
1103	Title E amination to			
1104	Title Insurance B nder to Law Offices of Robert L. Luce LLC			
1105	Docurrent Preparation to Law Offices of Robert L. Luce LLC Deed			125 00
1106	N tary Fees to			
1107	Atto ney's Fees t			
	(ncludes above tem numbers)			
1108	Title Insurance to Robert L. Luce, idelity Natio al Title Agent		640 80	
	(Includes above item numbers)			
1109	L d r's Cove g $			
1110	Owner's Coverage $ 248 000 00 640 80			
1111				
1112	Courier payoff to Law Offices of Robert L. Luce LLC			12 00
1113	Couner to Lender			
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Reco d ng Fees Deed $ 10 10 Mortgage $ Releases $		10 10	
1202	City/County Tax/Stam s Deed Rec Fee 272 80 Mortgage			272 80
1203	State Tax/Stamps Deed Rec Fee 644 80 Mortgage			644 80
1204	Reco d Survey to Richla d Co nty R M C		10 00	
1205				
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey to Cox & Di kins Inc		300 00	
1302	Pest Inspect on to			
1303	Escrow F shed Touches to K & L Contracting LLC			3 000 00
1304				
1305.				
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		1 460 90	18 934 60

B signing page 1 of th statem nt, the signator acknowledge/rec ipt of completed py of pag 2 this two p ge to ment

Law Offices of Robert L. Luce LLC
Settlement Agent

4920

(04RE9804 / 04RE9834 / 15)

Home 803-712-9057
Cell 730-0922

Lot 25

Equal Housing Opportunity

CONTRACT OF SALE

The Greater Columbia Association of REALTORS® Rev 1/99) This form is available for use by the entire real estate industry The intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics

The Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to signing this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

A Contract to purchase is offered this 3 day of May year 2004
by Wilfred L. and Nancy B. Fulkner Purchaser(s)
or Freedom Kit Contractors LLC Seller(s)

Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon commonly located in Richland County South Carolina and being described as follows

City Irmo Zip 29063

Subdivision The Courtyards at Rolling Creek

The sales price is $ 248,000 to be paid as follows

7000.00 Earnest Money paid by ( ) cash (✓) check ( ) other

held in trust by

b) $ 241,000.00 Balance of down payment at closing

c) Cash Loan amount (type marked below) to be obtained by Purchaser

FHA___ VA___ (see addendum for FHA/VA) CONVENTIONAL___ SELLER___ FIXED___ ADJUSTABLE___

GRADUATED___ LOAN ASSUMPTION___ (see addendum for LOAN ASSUMPTION) OTHER TERMS

If new loan is obtained closing costs to be paid by the Purchaser prepaid items by the Purchaser

FMI FHA MIP VA or FMHA Funding Fee to be paid by the N/A ( ) To be financed

Discount Points (if any) to be paid by N/A If Seller pays closing costs prepaid items (FMI FHA MIP VA or FMHA funding fee) and/or discount points on behalf of Purchaser Seller will pay allowable and non-allowable costs of Purchaser not to exceed $ -0-

If owner financing is included in the financing of this property Selling Broker and/or Listing Broker and agent(s) in this transaction make no representation as to the credit worthiness of Purchaser and suggests that Seller determine for himself if Purchaser's credit is satisfactory

Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Seller within 5 business days from the date of acceptance confirmation from Lender that application has been made funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default Under this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the listing or cooperating broker(s) or agent(s) If loan is rejected by initial Lender Seller at his option may void contract Contract is contingent upon Purchaser financing If loan cannot be obtained earnest money will be refunded to the Purchaser when earnest money check has cleared the bank

( ) Complete the sale and closing of Purchaser's property located at 193 Stoneridge Ct.
Seller agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this agreement remains in effect Should Seller be presented another Contract acceptable to him this Contract will be voided without notification to Purchaser or agent and all earnest money refunded Purchaser or agent will be notified of this contract being voided as soon as possible In order for Purchaser to remove this contingency Purchaser must first satisfy Seller or his agent in writing that any financing required under this agreement will be secured without the sale or lease of the aforementioned property Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be supplied upon request

( ) Complete the closing of Purchaser's property located at 193 Stoneridge Ct.
to be on or before July 16th 2004 which is under contract Any documentation will be furnished upon request concerning sale of Purchaser's property

( ) Other

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Purchaser's Initials (WLF / 5/3/04) HAVE READ THIS PAGE Seller's Initials (_____/_____) HAVE READ THIS PAGE

as water sewer charges use of electricity ens as when collected and other assessments including home owners ssociation fees shall be adjusted as of the date of closing Tax provisions pursuant to this Contract are to be based on the information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract Any increase or decrease of taxes shall be subject to an adjustment by the Purchaser and Seller when the current year's taxes are determined

If the property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall within ten (10) days after notice of such fire terminate this Contract Upon such termination the earnest money deposit shall be returned to Purchaser and neither party shall have any further rights herein or liability hereunder unless Seller elects to terminate the Contract the parties shall proceed thereunder

In the event Purchaser shall default under this Contract the Seller shall have the option of suing for damages or specifically enforcing this Contract In the event the Contract is rescinded one half of the earnest money shall thereupon be paid to the Broker(s) up to the amount of the commission due such broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract and demanding that all monies paid hereunder be refunded If the Purchaser elects to rescind this Contract he will be refunded all sums paid hereunder and shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee and cost of title examination In any action to enforce the provisions of this Contract the prevailing party and broker(s) shall be entitled to the award of their costs including reasonable attorneys fees

Any dispute or claim arising out of or relating to this Agreement the breach of this Agreement or the service provided under this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Seller(s) any real estate broker or other person or entity in connection with the sale purchase financing or any other aspect of the property to which this Agreement pertains including without limitation allegations of fraud misrepresentation negligence and/or fraud Any agreement signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15 48 10 et seq shall not apply to this contract

The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the Contract shall be binding on both parties their heirs personal representatives successors and assigns as state law permits

Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of Contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action where the funds held in escrow by Broker are subject to an action for declaration of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court costs the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

The South Carolina Real Estate Practices Act allows the broker holding the earnest money to deposit it into an interest bearing account provided all parties to the transaction are informed and agree to this The earnest money so noted ____ will ____ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance including that required by the lender effective with the time of closing

If a loan has been approved but not closed within the stipulated time limit of this Contract then both parties agree to extend said period not to exceed 10 days from original closing date

Seller to pay all real estate brokerage fees as specified (in listing agreement) at time of closing The Brokerage Fee is earned upon the acceptance of this offer but subject to any contingencies specified herein

If a new home being sold by the builder the Purchaser acknowledges that seller except as provided in below in this section gives no guaranty or warranty of any kind express or implied and has made no representation as to physical condition of the property or the conditions of or existence of improvements services appliances or systems and that as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems as well as fixtures to be in operative condition on the day of closing or the day possession is given whichever occurs first Any inspection by Purchaser and all repairs if any made as a result of any such inspection the Seller agrees to maintain the property including the heating air conditioning plumbing and electrical systems as well as all appliances to be in operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of their knowledge information and belief there are no conditions or defence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments in place in the property

Seller represents that the property is connected to ☑ public/community sewer system or to ☐ a septic tank and to ☑ a community water system or to ☐ well system ☐ is located in flood zone ☐ is not located in flood zone A Seller's property disclosure form ☐ does exist ☑ does not exist Purchaser ☐ has ☐ has not seen property disclosure form

Regarding the provisions of Section 9 Seller shall furnish a current certification from a licensed and qualified exterminator stating that the herein described property is free and clear of termites water and fungus damage or other wood destroying organisms If any such damage or infestation is found and inspector recommends treatment and/or repairs at expense agrees to have it corrected prior to closing

Regarding the provisions of Section 9 N/A shall furnish at his expense a letter from heating (warranties pass to buyer at closing) and air conditioning contractor stating that the gas furnace and air conditioner (if applicable) systems are in satisfactory working order Seller to pay for any repairs Appliances included not guaranteed or any part of them the seller at the time of closing

Seller and agrees to comply with the provisions of South Carolina Code Section 12 8 580 (as amended) regarding disbursements of sellers who are not residents of South Carolina as defined in the said statute

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Seller's Initials ( ) ( ) HAVE READ THIS PAGE Seller's Initials ( ) ( ) HAVE READ THIS PAGE

J ... ser has the r ght w th n 10 business days af er a cep ance f Contract o have home r spe ed by a l ed profes s onal nspectors of h s choice inc ud ng a pro ass onal qualif ec to nspect for ha a dous substan es " pe es of home n spec ons o be paid by Purchaser If Selle does ot ece ve Purchase s w ten esponse ic he nspec or s and a cop e nspection(s) repo t w th n the same 10 -us ness day pe od his Section 9 ir is er re y s n ll d

J chaser f nds esu ts of home nspec on repo t unacceptab e Purchaser may elect to ter inate the Con ac b not fy ng the Seller or Seller s Agen ir w ting of Purchase s nten to te m na e Shou d Purchasar el ct o e ~ na e Sel er agrees to pe mit the immed ate release of he Pu chasers earnest mc ev deposit from he Bicke s ust a ou t

Should Purchaser elec to proceed w th h s sa e he/she has the option of acceptng the property r cur ert ond ion a referenced by inspection report(s) otherw se he/she mus noti y t e Selle or Seller s Agen r w ting by s gned addendum along w th a copy of the home nspec ion repo t specifying the defects he/she expects the Sel er ic rem edy

Se e may agree by written addendum with n 48 hours of written notification o remedy repair or re any defe ts c cond tions at he Selle s expense for wh ch Purchaser agrees to complete this sale accord ng to ne te m of th s Con rac Otherw se Seller may give notice to term na e h s Con ract in w ting w hin 48 hours and permit mm ediate refund of ~ chase s earnest money Should Selle elect to terminate this Contract the Purchaser sha l have the ight to comp ete his sa e accord ng to the terms and cond ons of the Contract and ake the p operty in nspection repo s) cond on a whatever defects that ex st To exercise th s ght Purchaser must prov de Seller or Seller s Agent w t n notice of such ntention within 48 hours from rece pt of Sellers no ice to e m nate or the Contract becomes null and c

Purchaser s failure to notify Seller or Se ler s Agent in writ ng of any defec found by the home inspection with n the t me m ts here n provided or Purchaser s acceptance of the deed at c osing shall const tute Purchaser s full acceptanc of the cond t on ~ the property and a waiver of Purchase s ght to object o any defects found by he home inspection

me was built pr or to 1978 t may con a n lead based paint This ontract s contingent upon a k assessment spec on of the property for the presence c lead based paint and or lead based pa nt hazards at the Purchaser s expense ~ n ght on the 10 n business day af er acceptance of this contract Th s contingency w ll term n e a the abo e e m ned deadl ne unless he Purchaser (o P rchaser s Agent) de vers to the Seller (or Seller s Agent) a w tten contract endum t ting the spec c ex sting de c enc es co ections needed and the inspect on and/o k a ssessment eac above time lim ts The Se ler may at the Seller s option elect in writing whether to correct the co nditions) pr o t ement If the Seller does not elect to ma e he repa s the Purcheser may remove th s cont gency and ake the proper on report(s) cond t on with n the above me l m ts or th s contract w ll become vo d The Pu chaser may emo e n ~gency at any t me without cause

h s home was bu lt p lo to 1978 a D sclosure of In o mat on and A now edgmen ead Based Pa nt ard/o Lead Based Pa n Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

e Se ag ee to convey by market ble t le and to have prepared a proper statutory warranty deed free c encumbrances ~ s here n stated All statutory deed e ord ng ees shall be the respons b ity of Seller(s) The deec hall be p epared he name of W. Reed Lovell and Nancy B. Fulcher and d ered a

ated place of clos ng and transact on closed on or before July 14 2004

The Seller w ll not be obligated to give possession o vacate he herein described property to he Purchaser unt l 24 hours afte he t le to this property has passed to the Pur haser Seller agrees to del er the proper y free of debr s and in a cle condition Seller shall give Pu chase access to the he e n desc bed p operty for the purposes of a wa k t ough spec o n twenty four hours prior o closing

~ ha e (s) must have CASH CASHIER S CHECK or CERT F ED FUNDS when closing this transactior

h s sale includes all improvements fix ures app rtenances unless otherw se noted and ce ta n add t ona prope ty here n s ter stated (Other tems may be sold separate y b/ Bill of Sale)

ng ons ① Satisfactory home inspection within 5 business days of house completion - final walk thru to be done a minimum of 7 days prior to closing any defects found to be corrected before closing. ② Vapor barrier to be installed under home ③ Wall to be completed rear backyard ④ Hardi-Board the Greatroom. ⑤ Tall elongated toilet to be installed ⑥ Weighted railings at front steps on both side ⑦ SOD Landscaping allowance ⑧ See builders allowance sheet for carpet, tile, lighting, plumbing etc. to purchasers agreement. ⑨ Oak Floor finishing to be done until after the Tour of Homes. ⑩ 10X10 Conc. pad under Home. ⑪ Marble Sills ⑫ any allowances not used to be credited back to buyer. ⑬ Builder will install an upgrade door at no charge buyer to pay for the Door ⑭ Change the way to open the master bedroom closet door

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Purchaser s In t als (MLF 5/03/04) HAVE READ THIS PAGE Seller s Init als (_____) HAVE R AD THIS PAGE

...NTY Both parties understand that a Home Warranty ✓ will ____ will not be issued at closing If applicable the warra t premium will be paid at closing by the Seller in the amount of $____ and issued by ____ B ke ... s c for from Purchaser shall be withdrawn a May 4th o clock 4:00 pm on May 4th 2004 ... ____ unless accepted by Seller n writter form prior to such time

Both Purchaser and Seller agree that eceipt of a signed contract by telecopy (FAX) will be the same as rece o of an o g s signed contract

The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s) (1) Give no guaranty o war anty of any kind express or implied as to the physical condition of the property or as to condition of or exis erce o improvement services or systems thereto included but not limited to termite damage roof basement appliances heating and a r conditioning systems plumbing sewage electric systems and to the structure (2) t ve no war an y ... ss or implied as to the merchantability or fitness for a particular purpose as to the property or su h improvements ... and any implied warranty hereby disclaimed (3) Give no warranty as to title (4) Give no guaranty on wa ranty ... ning (a) any certifica ion or inspection concerning the condition of the property (b) any mat ers which would be ... ed by current survey of the property and (c) the accuracy of the published square footage of the property (5) G e ... warranty that the property being purchased is in compliance with all zoning ordinances and restric ions and hat t s he responsibility of the Buyer to verify that the property and any uses for which the Buyer intends the property is in ... ol ance with all zoning ordinances and restrictions (6) Purchaser acknowledges that Seller and Se ler s Agents ha e ... made any oral or written commitments to Purchaser regarding (a) projected income or ecor omic benefit fc ...rchaser from rentals (b) rental arrangements except that Purchaser may rent the unit if Purchaser so desires o (c) ... economic benefits to the Purchaser

... or ract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller ...ein of a copy of this Contract Signatures below signify acceptance of all terms and conditions stated herein

... er	Data	Purchase Wilfred Tubbs	SSN 226-44-3895
	Date	Purchaser Nancy S. Tubbs	SSN 227-52-0579
	Da e	Selle	SSN
	Da e	Seller	SSN

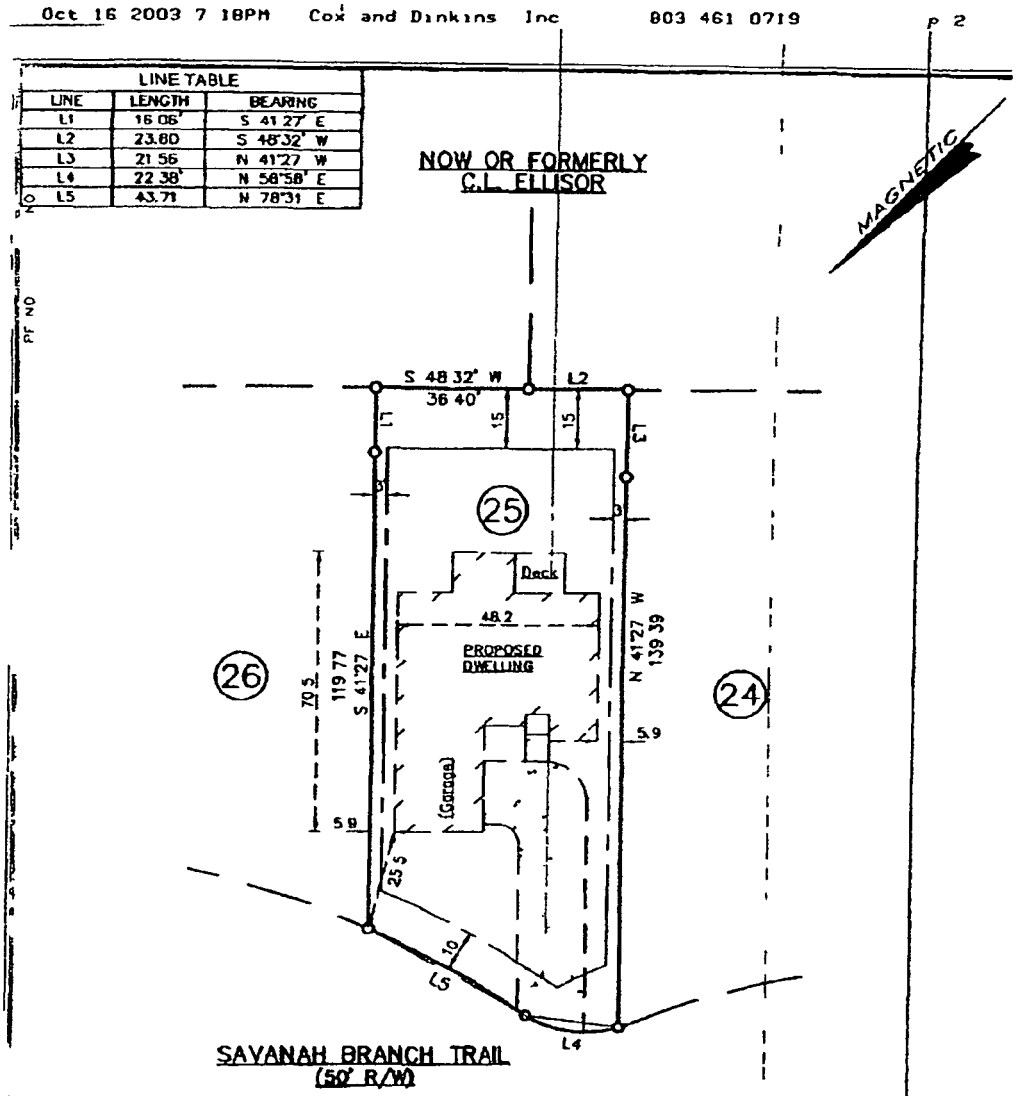
Listing Agent ____ Telephone Number ____

Selling Agent ____ Telephone Number ____

... pa ties at ____ o clock ____ m on ____

4939

LINE TABLE		
LINE	LENGTH	BEARING
L1	16 06'	S 41 27' E
L2	23.80	S 48 32' W
L3	21 56	N 41 27 W
L4	22 38'	N 58 58' E
L5	43.71	N 78 31 E



PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 25 ON A BONDED PLAT OF THE COURTYARDS at ROLLING CREEK PHASE ONE BY ASSOCIATED E & S INC DATED JUNE 20 2002, REVISED OCTOBER 18 2002

NOTES

1) No field work done by us at this time
2) Verify dwelling option and final dimensions with contractor before footing construction.
3) Verify setbacks / easements with developer and local officials prior to construction
4) This Plot Plan is a concept of drawing and contents shown hereon are subject to variation upon final construction

OCTOBER 10 2002

1" = 30

0 15 30' 60

COX AND DINKINS
ENGINEERS SURVEYORS

COX AND DINKINS INC.
724 BELTLINE BLVD
COLUMBIA, SOUTH CAROLINA 29205
803-254-05 8 Fax 803 765-0983
Email cdinc@coxanddinkins.com

SOUTH CAROLINA REGISTERED LAND SURVEYOR 13517 JACOB DONALD RAWLS JR

PROF LAND SURVEYOR NO 13517
JI DON RAWLS, JR.

BOOK.	CHK ?	TMS 2600-4-2 (Por)	SF NO ?	NO ?	PROJ 3V25-CY dwg	BY 14

4935

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0305733	10/07/2003	$ 178970 00	$	

PARCEL ADDRESS

LOCATION Irmo SC 29063
TMS# 04-02
USEZONE RS LD FLOODZONE No
MOBILE DECAL
MOBILE MODEL

SUBDIVISION COURTYARDS@ROLLING CREEK
LOT 26
UTILITIES
Electn
Sewer
Gas

OWNER K and L Contracting (803 254 8403)
APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
NEW HOME

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single family houses, attached or detached

OCCUPANCY TYPE
R

CONSTRUCTION TYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUARE FOOTAGE	2993 Sq Ft

SINGLE FAMILY ONLY

#BATHROOMS	0
#BEDROOMS	0
TOTAL ROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 10/07/2003

WEB ADDRESS http //BuildingDepartment com/projects
PERMIT NUMBER 0305733
PERMIT PIN 241623
Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com
printed July 17 2007

SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502 0265

Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case #
FHA 2 FmHA 3 Conv Unins VA 5 Conv Ins	200446 TGQ		

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 (p o c) were paid outside the closing they are shown here for information purposes and are not included in the totals

Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211 CRC	FIRST CITIZENS BANK 1230 MAIN STREET COLUMBIA SC 29202

Property Location	H Settlement Agent	I Settlement Date
104 SAVANNAH BRANCH TRAIL LOT 26 ROLLING CREEK PHASE I TMS2607-9-2	TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	03/17/04 DISB DATE 03/17/04

Summary of Borrower Transaction		K Summary of Seller s Transaction	
) Gros Amount Due From Borrower		400 Gross Amount Due To Seller	
t Contract sales price	40,000 00	401 Contract sales price	40,000 00
Personal property		402 Personalproperty	
) Settlement charges to borrower (line1400)	3,118 60	403	
		404	
		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
City/town taxes to		406 City/town taxes to	
County taxes to		407 County taxes to	
Assessments to		408 A ssessments to	
		409	
		410	
		411	
		412	
Gro s Amount Due From Borrower	43,118 60	420 Gro Amount Due To Seller	40,000 00
Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
Deposit or earnest money	0 00	501 Excess deposit (see instructions)	0 00
Principal amount of new loan(s)	0 00	502 Settlement charge to seller (line 1400)	535 41
Existing loan(s) taken subject to		503 Existing loans taken subject to	
188000.00 CONST LOAN	0 00	504 Payoff of fir t mortgage loan	
1ST DRAW	43,057 36	505 Payoff of second mortgage loan	
		506	
		507	
		508 NBSC	32,000 00
		509	
Adju tments for items unpaid by seller		Adjustments for items unpaid by seller	
City/town taxe to		510 C ty/town taxes to	
County taxe 1/1/04 to 03/17/04	61 24	511 County taxes 1/1/04 to 03/17/04	61 24
Ae e sments to		512 A se sments to	
		513	
		514	
		515	
		516	
		517	
		518	
		519	
Total Pa d By/For Borrower	43,118 60	520 Total Reduction Amount Due Seller	32,596 65
Ca h At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
Gross Amount due from Borrower (line 120)	43,118 60	601 Gross amount due to Seller (line 420)	40,000 00
Less amt paid by/for borrower(line 220)	(43,118 60)	602 Less reduction in amt due seller(ln 520)	(32,596 65)
C sh [X] From [ ] To Borrower	0 00	603 Cash [X] To [ ] From Seller	7,403 35

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57-1039150

v ous Edition is Obsolete

HUD 1 (3 86)
RESPA HB 4305 2

3586

			Paid From Borrower s Funds at Settlement	Paid From Seller e Fund at Settlement
[redacted]	$ 40,000 00 @	00 %		
Division of Commission (line 700) as follows				
01 $	to			
02 $	to			
03 Commission paid at settlement				
04				
00 Item Payable in Connection With Loan				
01 Loan origination Fee	00 % FIRST CITIZENS BANK		1,880 00	
02 Loan Discount	%			
03 Appraisal Fee	to FIRST CITIZENS BANK		300 00	
04 Cred t report	to			
05 Lender s Inspection Fee				
06 Mortgage In urance Application Fee to				
07 As umption Fee				
08 FLOOD CERT FEE TO FIRST CITIZENS BANK			8 00	
09				
10				
11				
12				
13				
14				
15				
00 Items Required By Lender To Be Paid In Advance				
01 Interest from to	@$ /day			
02 Mortgage In urance Premium for	months to			
03 Hazard In urance Premium for	years to			
04				
05				
00 Re erves Deposited With Lender				
01 Hazard Insurance	months @$ per month			
02 Mortgage Insurance	months @$ per month			
03 City Property Taxes	months @$ per month			
04 County Property Taxes	months @$ per month			
05 Annual Assessments	months @$ per month			
06 Flood Insurance	months @$ per month			
07 Sanitary Tax	months @$ per month			
08 AGGREGATE ACCOUNTING ADJ	months @$ per month		0 00	
00 Title Charges				
01 Settlement or closing fee	to			
02 Ab tract or title search	to ABSOLUTE TITLE		66 00	
03 Title examination	to			
04 Title insurance binder	to PERPETUAL TITLE		50 00	
05 Document preparation	to DOC PRFP			75 00
06 Notary fees	to			
07 Attorney s fees	to TIM QUINN, ATTORNEY AT LAW		350 00	
(includes above item numbers	1101-1107)			
08 Title insurance	to PERPETUAL TITLE		429 00	
(includes above item numbers,	)			
09 Lender s coverage	$ 188,000 00			
0 Owner s coverage	$			
1 ADDITIONAL 75 00 FOR OWNERS POLICY			0 00	
2				
3				
0 Government Recording and Transfer Charges				
1 Recording fees Deed $ 10 20	,Mortgage $ 15 20	,Releases $ 8 10	25 40	8 10
2 City/county tax/stamps Deed $	,Mortgage $			
3 State tax/stamps Deed $ 148 00	,Mortgage $ 00			148 00
4 ASSIGNMENT LEASES RENTS			10 20	
5				
0 Additional Settlement Charges				
1 Survey to				
2 Pest n pection to				
3 RICHLAND COUNTY TAXES				304 31
4				
5				
0 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			3,118 60	535 41

ave carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate tement of all receipts and disbursements made on my account or by me in this transaction I further certify that I have ived copy of the HUD 1 Settlement Statement

[redacted] CONTRACTING LLC — [redacted] PROPERTIES LLC

owers — Sellers

HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will e the funds to be disbursed in accordance with this statement

lement Agent TIM QUINN ATTORNEY AT LAW — Date 03/17/04

NING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon ction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

3587

ARI
ASSET REALTY INC

CRC 26

NEW CONSTRUCTION
CONTRACT OF SALE

Rev 12/02

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation Purchaser and Builder/Seller acknowledge that S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Builder/Seller prior to his presentation and serves as written confirmation to the agreed upon agency status.

1 DATE

A contract to purchase is offered this 04 day of Apl, 20 04
by James Down, Purchaser(s)
to KAL Construction LLC, Builder/Seller(s)

2 PROPERTY DESCRIPTION

Subject to terms and conditions herein Builder/Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon:

Lot 1 Block 1 Section _____ Subdivision Court and Rolling Creek
Address 104 Savannah Branch Trail (Lot 26)
Tax Map # _____ City Lugo Zip 29063
County of Richland State of South Carolina

3. PRICE

PK 4/4/04

The sales price is $ ~~$240,000~~ $246,000 to be paid as follows:

A. $ $3000 Earnest money paid by [ ] cash [ ] check [ ] other held in trust by Assurance Title Co.

B. $ _____ Additional earnest money to be deposited with _____ prior to _____

PK 4/19/04

C. $ ~~$237,000~~ $243,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds

D. $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING

A. If applicable, construction financing is to be obtained by [X] Builder/Seller [ ] Purchaser. Permanent financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [X] CONVENTIONAL; BUILDER/SELLER; [ ] CASH (No Financing Required). OTHER TERMS _____

B. In a cash transaction, Purchaser agrees to provide Builder/Seller or Builder/Seller's agent, within ten (10) business days of acceptance of this Contract, written verification that sufficient funds are available for closing.

5 CLOSING COSTS DISCOUNT POINTS

If new loan is obtained, Purchaser closing costs and/or discount points to be paid by the Seller and the Purchaser's prepaid items by the Buyer, FHA/VA PMI, FHA/VA Funding Fee to be paid by the N/A. If Builder/Seller pays closing cost, prepaid items, PMI, FHA/VA, VA or other funding fees) and/or discount points on behalf of Purchaser, Builder/Seller will pay allowable and reasonable costs of Purchaser not to exceed $ _____ (if left blank, then $0).

6. LOAN PROCESSING APPLICATION FINANCING

Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Builder/Seller within five (5) business days from the date of contract acceptance, confirmation from Lender that application has been made and funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this Contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract. Contract is contingent upon loan financing. If loan cannot be obtained, earnest money will be refunded to Purchaser as per Section 15 of this Contract. Loan approval to be obtained by (if left blank, then 21) _____ (date). Construction to begin CAP days after loan approval (if applicable).

7 ADDITIONAL CONTINGENCIES

7a) Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this agreement remains in effect. Should Builder/Seller be presented another Contract and it is accepted, this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded as per section 15 of this Contract. Purchaser or agent will be notified of this Contract being voided as soon as possible. For Purchaser to remove this contingency, Purchaser must provide documentation to Builder/Seller or his agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing, the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

7b) Completes the closing of the sale of Purchaser's property currently under contract on or before ne. Property is located at _____. All documentation pertaining to this sale will be provided by Purchaser upon request.

7c. Other _____

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1 of 6

Purchaser initials JD ____ DATE 4/12/04 HAVE READ THIS PAGE. Builder/Seller initials PK ____ DATE 4/19/04 HAVE READ THIS PAGE.

JD 4/19/04

PK 4/20/04

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8 CONDITIONS

A. PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS

(1) Purchasers and Builder/Seller to approve plans and specifications by _____ (date)

(2) House to be completed in a workmanlike manner according to the building codes of _____ County and/or _____ (city) and in accordance with the approved plans and specifications.

(3) Builder/Seller represents that property [X] is [ ] is not subject to restrictive covenants as to the subdivision of a homeowners association/regime which may impose restrictions or assessments. Purchaser agrees that the documents pertaining to such restrictions or associations [X] have [ ] have not been made available to Purchaser.

(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ _____ per year (month/quarter/year) and that such fee will be prorated at closing.

(5) Any special assessments levied prior to closing will be paid by the [X] Builder/Seller. Purchaser Builder/Seller represents that the property is connected to [X] public/community sewer system or to [ ] a septic tank and to [X] public/community water system or to [ ] well system. Property [ ] is [X] is not located in flood zone.

B. COST OF CONSTRUCTION. Builder/Seller shall provide and pay for all labor, materials, equipment, tools, clean-up, utilities, transportation, facilities, permits, fees, licenses and all other costs, charges and expenses whatsoever in connection with or related to the construction. Builder/Seller shall pay all costs and other expenses of any nature whatsoever for Builder/Seller's construction financing, including, but not limited to, all applicable commissions or fees, if applicable.

C. ALTERATIONS, CHANGES OR ADDITIONS. None shall be made to approved plans or specifications, nor shall any extra work be performed or materials be provided or added by the Purchaser unless approved by the Builder/Seller or a duly authorized agent in a written change order. Purchaser shall pay the added cost of the change or alteration at the time the request is agreed upon by both parties.

D. (1) WARRANTIES. LIMITED WARRANTY OF CONSTRUCTION. Unless otherwise provided for herein, Builder/Seller hereby warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House, whichever comes first, Builder/Seller will promptly make any repairs and corrections, either interior or exterior, structural or constructional that shall become necessary by reason of faulty construction, labor, or material, or non-conformity of construction to the Plans and Specifications. At Builder/Seller's sole option, Builder/Seller may either make such repairs or corrections, replace any faulty or non-conforming item or condition or pay to Purchaser the reasonable cost of such repair, correction or replacement. This limited warranty is for the benefit of Purchaser only, and may not be assigned nor shall it inure to the benefit of any other person or entity, shall survive closing and the delivery of the deed and is in lieu of all other warranties, oral or written, express or implied, as to such other matters. The warranty Builder/Seller may provide to Purchaser and the warranty set forth below.

(2) WARRANTIES OF COMPONENTS. Builder/Seller shall assign and deliver to Purchaser at closing all guarantees and warranties of all components to the extent the same are assignable. Purchaser shall be responsible for complying with manufacturer's notice and claim procedures.

(3) HOME PROTECTION PLAN COVERAGE. All parties understand that [ ] home protection plan [X] will [ ] will not be issued. If applicable, the warranty premium will be paid at closing by the [ ] Seller [ ] Purchaser in the amount of $ _____ with _____ and provided by _____.

E. OTHER CONDITIONS: _____ (Porch or [illegible] to extend approximately 10' from existing front porch.)

8 BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES. This sale and the purchase price includes all lamp overmantel items as are appurtenances. Any overages will be paid by Purchaser at the election of Builder/Seller shall notify Purchaser or Purchaser's agent at least prior to closing of additional funds needed for overages and change orders not already paid by Purchaser.

(a) Carpet _____ installed linoleum pad

(b) Ceramic Floor covering _____ material

(c) Light fixtures _____ allowance including installation, but excluding [illegible] as extra

(d) Wallpaper _____ allowance

(e) Kitchen Appliances

(f) Landscaping

(g) Other: Include Surface Drainage Improvements as detailed in the plans.

Purchaser [illegible] has read this page and Builder/Seller has read this page on the _____ day _____ may read this page.

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10 CONVEYANCE DATE OF CLOSING Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Builder/Seller agreed to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as hereinafter stated All statutory deed recording fees shall be the responsibility of Builder/Seller The deed shall be prepared in the name of [illegible] and delivered to the stipulated place of closing This transaction shall be closed on or before 12/31/04 (July 31, 2004) (date)

11 POSSESSION The Builder/Seller will give possession of the herein described property to the Purchaser after the title to the property has passed to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition Builder/Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing. This inspection is to ascertain that the property conforms to the terms of this contract Any non-conforming items Punch List and their completion times shall be agreed upon by Purchaser and Builder/Seller in writing prior to closing

12. INSPECTIONS The Purchaser or Purchaser's Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction can be dangerous and that hazards may exist which are not obvious Any entry shall be solely at the Purchaser's own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompanying Purchaser or entering at his direction Purchaser shall defend and hold Builder Seller harmless from and against any injury loss damage or expense to persons or property arising out of such entry Purchaser may not interfere stop alter direct or influence employees subcontractors suppliers vendors or similar workers while on the job site Third party inspections shall not be binding upon the Builder/Seller Buyer's rights under this paragraph shall not release Builder/Seller from any of Builder/Seller's obligations for the construction in accordance with the Plans and Specifications and this offer

13. EXTENSION OF AGREEMENT Time is of the essence If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date In a cash transaction, if terms and conditions of section 45 have been met both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date

14 BROKERAGE FEE All real estate brokerage fees as specified in the Listing Agreement Commission Agreement with Builder/Seller or in the Buyer Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

15 EARNEST MONEY Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of this Contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable attorney's fees and court costs the same to be charged and assessed against Purchaser or Builder/Seller or both as the court may decide Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it was written.

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership. The earnest money as noted _____ will ___ ___ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

16. ADJUSTMENTS Taxes, water sewer charges fuel oil propane electricity natural gas, rents when applicable and all other assessments including homeowner association fees regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this Contract are to be based on the tax info matio available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Builder/Seller when the current year taxes are determined

17 ROLLBACK TAXES If applicable rollback taxes shall be the responsibility of Purchaser

18. NON-RESIDENT TAXES Builder/Seller agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of Sellers who are not residents of South Carolina as defined in the said statute

19. FIRE OR CASUALTY In case the property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Builder Seller shall have the right for ten (10) business days after the notice of such damage to terminate this Contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Builder/Seller elects to terminate the Contract, the parties shall proceed according to the terms of this Contract

20 DEFAULT If Purchaser shall default under this Contract, Builder/Seller shall have the option of suing for damages or rescinding this Contract In the event the Contract is rescinded one-half of the earnest money (all then be paid to the Broker(s), not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to Builder/Seller Upon default by Builder /Seller Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract Upon default by Builder/Seller if Purchaser elects to rescind this Contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report, appraisal fee survey and cost of title examination In any action to enforce the provisions of the Contract, the prevailing party and Broker(s), shall be entitled to the award of their costs including reasonable attorney's fees

1-02
3 of

Purchaser's Initials _____ DATE 4/20/04 HAVE READ THIS PAGE Builder/Seller's Initials PK DATE 4/16/04 HAVE READ THIS PAGE

4/20/04

PK 4/20/04

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21 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Purchaser(s), Builder/Seller(s) or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Contract pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any Contract signed by the parties pursuant to the mediation conference shall be binding.

Any dispute not resolved by mediation in connection with the sale of the property or improvements or arising out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act.

22. SURVEY, TITLE EXAMINATION, INSURANCE The Listing and Selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing.

23 ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise, modifying the terms hereunder, and that this Contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as allowed by law permits.

24. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5:00 o'clock P.M. (ET) on 4/14/04 (date) unless accepted or countered by Builder/Seller in written form prior to such time.

25 FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

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

27 DEFINITIONS In this Contract, a single business day is defined as a twenty four (24) hour period, beginning at the time of acceptance of this Contract, excluding Saturdays, Sundays and South Carolina legal holidays.

28. HUD/CLOSING STATEMENT RELEASE Builder/Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction.

29 DISCLAIMER The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s): (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems thereto including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure; (B) Give no warranty, express or implied, concerning the condition of the property, any matters which would be reflected by a current survey of the property or the accuracy of the square footage named or unnamed; (C) Give no warranty, express or implied, as to title; (D) Give no warranty, express or implied, as to the fitness for a particular purpose of the property or improvements thereto; (E) Give no warranty, express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions; (F) Give no warranty, express or implied, as to projected income, value or other possible benefits to the Purchaser.

This is a legally binding contract. Purchaser and Builder/Seller should seek legal advice if the contents are not understood. Both Purchaser and Builder/Seller acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all terms and conditions stated herein.

IN WITNESS THEREOF, this Contract has been duly executed by the parties hereto.

Witness as to Purchaser	Purchaser	Date 4/19/04	SSN 247-53-0017
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Builder/Seller	Builder/Seller	Date 4/16/04	SSN
Witness as to Builder/Seller	Builder/Seller	Date	SSN
D Melton	Dutch Fork Realty		803-622-2480
Listing Agent	Office		Telephone Number
Bobby Milam	ARI		803 237-4885
Selling Agent	Office		Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 6:30 O'CLOCK P M (ET) ON 4/20/04 (DATE)

24b
4 of 4

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CORPORATE RESOLUTION

OF

K & L CONTRACTING, LLC

BE IT RESOLVED by the Members and the Limited Liability Company and in accordance with the K & L Contracting, LLC Operating Agreement

Larry C Cooke has the authority to execute all contracts of sale of lots and closing documents with regard to K & L Contracting LLC and any transactions therewith

Witness our hands and seals this 31st day of October 2002

Stephen E Lipscomb (seal)

4951

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN

1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER: RE-04 489

7 LOAN NUMBER: 6130934778

8 MORTGAGE INS CASE NUMBER:

C NOTE: This o m s furnished to g ve you a tat ment o actual settl ment osts Amo ts paid to and by the settlement agent are shown Items ma ked [POC] w e p id o ts de the clos g In y e e shown here fo informational purposes and are not cluded n the totals

3/98 (DEW MES D/RE 0 80/ 6

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
James B Dewar	K&L Co t ct g L C	BANK OF AMERICA N A 8300 Norma Ce te D ve #1000 Bl omingto MN 55437 1091

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0999504	I ETTLEMENT DATE
R hla d Co ty So th C l	The Ha l Law F m	July 1 2004
	PLACE OF SETTLEMENT 118 Columb a A e ue Chapln SC 29036	

J SUMMARY OF BORROWER S TRANSACTION			K SUMMARY OF SELLER S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			400 GROSS AMOUNT DUE TO SELLER		
101 Cont act Sales P ce		246 000 00	401 Contract Sales P ice		246 000 00
102 Pe so al Property			402 Pe sonal Property		
103 Settleme t Ch ges to Borrowe (L ne 1400)		3 238 45	403		
104			404		
105			405		
Adju tments Fo Item Paid By Selle in adva e			*Adjustments Fo It ms Pa d By Seller n ad ance*		
106 C ty/Tow T es	to		406 C ty/Town Ta es	to	
107 C ty T es	to		407 C u ty Taxes	to	
108 Assessme ts	to		408 A s s me ts	t	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		249 238 45	*420 GROSS AMOUNT DUE TO SELLER*		246 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500 REDUCTIONS IN AMOUNT DUE TO SELLER		
201 Depos t o ea nest money		3 000 00	501 E cess Depo it (See I s ruct ons)		
202 P cipal Amount of New Loan(s)		246 000 00	502 Settlement Cha ges to Selle (L e 1400)		20 199 51
203 Exist ng loa (s) taken subject to			503 E st ng lo (s) t ke s bject to		
204			504 Payoff of f st Mortgage to F rst C t zens Ba K/55		172 560 44
205			505 Payoff I seco d Mortgage		
206			506 Deposit retained by selle		3,000 00
207			507		
208			508		
209			509		
Adjustments For Items Unpaid By Selle			*Adjustmen's Fo Items Unpa d By Seller*		
210 C ty/Town Ta s	t		510 C ty/Town Taxes	to	
211 Cou ty Ta es	01/01/04 to 07/02/04	187 16	511 County Ta es	01/01/04 to 07/02/04	187 16
212 Assessment	to		512 Assessments	to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		249 187 16	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		195 947 11
300 CASH AT SETTLEMENT FROM/TO BORROWER			600 CASH AT SETTLEMENT TO/FROM SELLER		
301 G oss Amo t Due From Bo rower (L ne 120)		249 238 4	601 Gross Amo t D e To Selle (L e 420)		246 000 00
302 Less Amount Paid By/Fo Bo ower (Line 220)		(249 187 16)	602 Less Red cto D e S lle (Lin 520)		(195 947 11)
303 CASH (X FROM) (TO) BORROWER		51 29	*603 CASH (X O) (FROM) SELLER*		50 052 89

The unde signed hereby acknowledge eceipt of a completed copy of pages 1&2 f th s stateme t & a y attachm t efe ed to he ein

I HAVE CAREFULLY REVIEWED THE HUD 1 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 CER IFY THAT I HAVE RECEIVED A COPY OF THE HUD 1 SETTLEMENT STATEMENT

Bo rower James B Dewa

S ller K&L Cont acting LLC

BY K&L Contracting LLC
President

ATTEST
Secretary/Treas

TO THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

The Berrell Law Firm
Settlement Agent

WARNING IT S A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

4943

L SETTLEMENT CHARGES

		AID ROM BO OWE FUNDS T SETTLEMENT	ID OM BE ER JNDS T SETT E E T
700 TOTAL COMMISSION Based o P ice $ 246,000 00 @ 6 0000 % 14,760 00			
Di ran of Commission (line 700) as Follow			
701 $ 7 380 00 to D tch F rk R lty			
702 $ 7 380 00 to Asset Realty			
703 Commissio Pa d at Settlement			14 760 00
704	to		
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Or g nat on Fee %	to		
802 Loan D scount 0 3900 /	to BANK OF AMERICA		959 40
803 App a sal Fe	to Homefocus Serv ces LLC POC $248 00L		
804 Credit R p rt	to Eq fa Mortgage Services POC $0 80L		
805 Le de Clos g Fee	to BANK OF AMERICA		500 00
806 Tax Serv ce Fee	to Homefoc Ta Serv ces LLC		70 00
807 Flood Certif cat on Fee	to Transam ca Flood Hazard C rt f cat on		11 00
808 Appl cat on Fee	to BANK OF AMERICA POC $200 00L		
809			
810			
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 I te st F om 07/01/04 to 08/01/04 @ $ /day (days 6 1250 /)			
902 Mortgage nsu ance Prem um f r months to			
903 Hazard Ins rance P em m f 1 0 years to S te Fa m l s a ce			781 00
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insurance 3 000 months @ $ 65 09 per month		195 27	
1002 Mortgage Insurance months @ $ pe m n h			
1003 City/Town Ta es months @ $ pe mo th			
1004 County Taxes 9 000 months @ $ 255 08 per month		2 295 72	
1005 Assessme t months @ $ per month			
1006 months @ $ per month			
1007 months @ $ per mo th			
1008 Aggregate Adjustment mo ths @ $ per month		390 54	
1100 TITLE CHARGES			
1101 Settlement or Closing Fee	to		
1102 Abstract o T tle Search	to T ue Title		195 00
1103 UPS FEE (Docs)	to The Harrell Law F m		15 00
1104 T tle Insu nce Binder	to Three Kings Ti le Insurance Agency		75 00
1105 Document P eparation	to The Harrell Law Fi m		125 00
1106 ALTA Endorsements	to Three Kings Title Ins rance Agency		50 00
1107 Attorney s Fees	to The Harrell Law F rm	425 00	
(cl des abo e item numbers)			
1108 T tle Insu ance	to Th ee K gs Title Insurance Agency	368 00	343 50
(ncludes abo e item numbers)			
1109 Lender s Co erage $ 246 000 00 75 00			
1110 Owner's Coverage $ 246 000 00 636 60			
1111 Cop es Postages Fax Fees	to The Harrell Law Firm	35 00	
1112 UPS F (L nP ck ge)	to The Harrell Law Firm	25 00	
1113 UPS Fee (P yoff)	to The Ha ell Law Firm		25 00
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fe s D ed $ 10 00 M rtgage $ 25 00 Releases $		35 00	
1202 C ty/County Tax/Stamps Deed Mortgag			
1203 State Tax/Stamps Revenue Stamps 910 20 Mortgage			910 20
1204 S t sfact ons	to The Harrell Law Firm		5 00
1205 Ass gnm nt			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey	to		
1302 P t spect n	to		
1303 2003 Property Ta es	to Richland County Treasu er 02607 09 02		374 31
1304 Home Warra ty	to 2 10 Home Wa ranty		1 000 00
1305 Home Inspection	to Owen W ls n & Asso le	250 00	
1400 TOTAL SETTLEMENT CHARGES (Ente on LI es 103, Section J and 502, S or K)		3 238 45	20 199 51

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Cert f ed to be a t ue copy
Stud ou F rm 0998-S

SELLER'S TAX D SCLO URE O MA IO IN BLOCK E G H AND ON INES D 08 A07 nd 08 S M ORT T TAX NFORM TION AND S BE NG FURNISHED TO E TER NA R E U SE V E IF OU RE EQUIRED TO FI E RETUR EQU DENCE PE ALTY OR OT ER SANCTO MAY BE MPOSED ON O THIS EM IS REQ IRED TO BE REPOR ED D T E RS DETE MINES THAT IT HAS NO BEE EPOR ED YOU ARE REQUIRED BY LAW TO PROVIDE THE SETT EM N GEN WIT YO CO RECT TAXPA ER IDE C TIO NUMBER IF YOU DO NOT HO IDE T E SETT EME T GE T WITH YOUR CORRECT TAXPAYER IDENTIF CATION MBER OU MAY BE S BJE T TO C OR C IM L PENALT ES IMPOSED B LAW

or to or xchange of ce an est te th per on re ponsible or closing state nsaction mus epo the se proce to the Internal Rev Serv and mus m het ment to yo mf he you to p sale xchang of you main me ou tax turn in 2 04 Sch dule D (Form 040) struct If the al sta wa not you m home port he duction orm g S es or Bu ne P ope orm 4252 in alman S Income and/or Sch du D (Form 0 0) Capita Gain and Loss ou may ha capau (p ob) or pe of der mo eq ivalent own ppl) ou loans or vided or he pr cee I sit mortgag bo ye ed mortgag cre certificate) ou riginal mortgag to ea pr ide anar 990 no) T id or di po ed your hom at g during the ta 9 you can ed te de tg su ed wil increa our S F rm 8828 Recaptu of F er Mo tgag ady and Pub 23 dun ou orma

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DE PE L IES OF PERJURY CERT F THAT HE UMBER S OW BE OW O T SSI EM IS OR ECT TAXP ER DEN IC IO UMB

S Signatur T O/SS	S er Signat T O/SS	S er Sign re Tax O/SS	Seller Signatur ae O/SS#

(RE-0 -400 / RE C 89 5)

4944

A Settlement Statement

U.S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan			
1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv Unins. 4 ☐ VA 5 ☐ Conv Ins	6 File Number 27CDWB	7 Loan Number	8 Mortgage Insurance Case Number

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D NAME OF BORROWER. David W Blackmon d/b/a Blackmon Construction of Columbia

ADDRESS OF BORROWER 542 C Chapin Road Chapin SC 29036

E. NAME OF SELLER SEL Properties LLC

ADDRESS OF SELLER

F NAME OF LENDER: Arthur L Whigham

ADDRESS OF LENDER 618 Coldstream Drive Columbia SC 29212

G PROPERTY LOCATION SC

CC Lot 27 Courtyards Dev D Melton

H. SETTLEMENT AGENT HANSON LAW FIRM, P.A

PLACE OF SETTLEMENT: 6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212

I SETTLEMENT DATE. 11/3/2003

J SUMMARY OF BORROWER S TRANSACTION		K. SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101.Contract sales price	40,000.00	401.Contract sales price	40,000.00
102.Personal property		402.Personal property	
103.Settlement charges to borrower (line 1400)	675.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106.City/town taxes to		406.City/town taxes to	
107.County taxes 11/3/2003 to 12/31/2003	41.95	407.County taxes 11/3/2003 to 12/31/2003	41.95
108.Assessments to		408.Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120 GROSS AMOUNT DUE FROM BORROWER ▶	40 716 95	420 GROSS AMOUNT DUE TO SELLER ▶	40,041 95
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201.Deposit or earnest money		501.Excess deposit (see instructions)	
202.Principal amount of new loan(s)		502.Settlement charges to seller(line 1400)	4,507.00
203.Existing loan(s) taken subject to		503.Existing loan(s) taken subject to	
204.Construction Loan $245,000.00		504.Payoff of first mortgage loan	32,000.00
		NBSC	
205.Lot Advance	40,716.95	505.Payoff of second mortgage loan	
206.Principal amount of seller financing		506.Principal amount of seller financing	
207.		507.	
208.		508.Landscaping Allowance	
209.		509.	
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210.City/town taxes to		510.City/town taxes to	
211.County taxes to		511.County taxes to	
212.Assessments to		512.Assessments to	
213. to		513. to	
214. to		514. to	
215. to		515. to	
216. to		516 to	
217. to		517. to	
218. to		518. to	
219 to		519 to	
220 TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	40 716 95	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	36,507 00
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	40,716 95	601 Gross amount due to seller (line 420)	40,041 95
302 Less amounts paid by/for borrower (line 220)	40,716 95	602 Less reductions in amount due seller (line 520)	36,507 00
303 CASH ☒ From ☐ To BORROWER ▶		603.CASH ☒ To ☐ From SELLER ▶	3,534 95

4963

©2000 Display Systems, Inc. (863) 763-5555 Laser Generated

L. Settlement Charges			
700. TOTAL SALES/BROKER'S COM. based on price 40,000.00 @ 10.00 % = 4,000.00		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:			
701 4,000.00	to Dutch Fork Realty		
702.	to		
703. Commission paid at Settlement			4,000.00
704	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee 2.00 %	to Arthur L. Whigham ($4,900.00)	P.O.C.	
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807.	to		
808.	to		
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815	to		
900 Items Required By Lender To Be Paid In Advance			
901. Interest from 11/3/2003 to 12/1/2003 @ /day for 28 days			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904. years to			
905 years to			
1000 Reserves Deposited With Lender			
1001. Hazard insurance	months @ per month		
1002. Mortgage insurance	months @ per month		
1003. City property taxes	months @ per month		
1004. County property taxes	months @ per month		
1005. Annual assessments	months @ per month		
1006.	months @ per month		
1007.	months @ per month		
1008	months @ per month		
1009		<50.00>	
1100 Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to St. Andrews Abstract Company	110.00	
1104 Title insurance binder	to		
1105. Document preparation	to Hanson Law Firm, P.A.		95.00
1106. Notary fees	to		
1107. Attorney's fees	to Hanson Law Firm, P.A.	275.00	
(includes above items numbers:			
1108. Title insurance	to St. Andrews Title Insurance Company	270.00	
(includes above items numbers:			
1109. Lender's Coverage	INS AMT.		
1110. Owner's Coverage	INS AMT. 40,000.00		
1110a			
1111.	to		
1112	to		
1113	to		
1200 Government Recording and Transfer Charges			
1201. Recording Fees: Deed $10.00; L. Mortgage(s) $10.00; S. Mortgage(s) ; Releases		20.00	
1202. City/county tax/stamps: Deed $44.00; L. Mortgage(s) ; S. Mortgage(s)			44.00
1203. State tax/stamps: Deed $104.00; L. Mortgage(s) ; S. Mortgage(s)			104.00
1204			
1205			
1300 Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		
1305. County Taxes	to Richland County Treasurer		264.00
1306.	to		
1307.	to		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103 Section J and 502 Section K)		675.00	4,507.00

CERTIFICATION DATE 11/3/2003

I have carefully reviewed the HUD 1 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 the HUD 1 Settlement Statement

D d W Blackm d/b/a Blackmon Construct on f C l mb a

By: _____ Borrower

SEL Properties LLC

By: _____ Seller

By: _____ Borrower

By: _____ Seller

4964

The HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused the funds to be disbursed in accordance with this statement

HANSON LAW FIRM P A

Settlement Agent

11/3/2003 Date

WARNING It is a crime to knowingly make false statements to the U ted States o th s or ny othe sim lar form Penalties upon conviction can include a fine and imprisonment For details see Title 18 U S Code Sect o 1001 a d Section 1010

27CDWB

(27)

The Courtyards
At
Rolling Creek
Phase I

This contract made between Blackmon Construction of Cola, purchaser and

SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County, State of South Carolina, and being described as follows

Lot 27 Block ____, Phase I, The Courtyards at Rolling Creek Subdivision
Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 40,000 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$_____

Balance upon Delivery of Deed as hereinafter provided $ 40,000 00

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Blackmon Construction of Ala
And be delivered at the office of Ken Hanson
Or other stipulated place of closing and transaction closed on or before Nov 3 2003,
But not later than _____, 2002, as extended for events or occurrences beyond Seller s control, such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection, including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer, agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal, on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof, the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

10 2003
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City, State Zip Code

SEL Properties, LLC

(As to Seller)

By

Its Mgr

The Courtyards
At
Rolling Creek
Phase I

This contract made between CHRISTOPHER W CLARK, purchaser and

SEL Properties, LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot 27 Block ____, Phase I, The Courtyards at Rolling Creek Subdivision, Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 40,000.00
To be paid as follows #9512
Deposit or Reservation Money (Cash__ Check X) —$ 3,000.00
Balance upon Delivery of Deed as hereinafter provided $ 37,000.00 CAC

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of CHRISTOPHER W. CLARK.
And be delivered at the office of RILEY POPE AND LANGLEY
Or other stipulated place of closing and transaction closed on or before OCT 10 2003
But not later than OCT 15 2003 ~~2003~~ as extended for events or occurrences beyond Seller s control such as acts of God, casualty losses or material shortages

Assessments (if any), taxes and interest will be prorated as of the date of the delivery of the Deed

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It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall, at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

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Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads, which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

MM. CLARK BUYER'S AGENT/WITNESS

Purchaser Date 8/13/10

(As to Purchaser)
CLARK AUTO CLINIC INC
2032 SUMTER STREET
Address
COLUMBIA, SC 29201
City State Zip Code

Purchaser Date
Cell- 803-514-5663
W 803-252-7571
Telephone – Home

(As to Seller)

SEL Properties LLC
By
Its Mayer

Assessor Data View

The information provided on this page reflects data as of **December 31 2006** and should be used for reference only For official assessment information please contact the Richland County Assessor s Office

Information presented on the Assessor s Database is collected organized and provided for the convenience of the user and is intended solely for informational purposes **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION RISK AND RESPONSIBILITY OF THE USER** While every attempt is made to provide information that is accurate at the date of publication portions of such information may be incorrect or not current **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED AS TO ITS ACCURACY COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE** All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices

Owner Information		**Tax Information**	
Tax Map Number	R02607 09 03	Year	2006
Owner	CLARK CHRISTOPHER C	Property Tax Relief	($541 20)
Address 1		Local Option Sales Tax Credit	($458 43)
Address 2		Tax Amount	$3 381 75
Address 3		Paid	Yes
City/State/Zip	IRMO SC 29063	Homestead	No
Property Location/Code		Assessed	$12 060 00

Assessment Information

Year Of Assessment	2007	Legal Residence	Yes
Tax District	6UD	Sewer Connection	
Acreage Of Parcel	0	Water Connection	
Non Agriculture Value	$42 000 00	Agriculture Value	$0 00
Building Value	$259 600 00	Improvements	$0 00
Market Value	$301 600 00		
Zoning as of December 31 2006	RS LD	SINGLE FAMILY RESIDENTIAL	

Property Information	LOT 27	
Legal Description	60 2X112 6X60X116 6	#SU THE COURTYARDS @ ROLLINC
Land Type		CREEK PHASE I
Area	THE COURTYARDS @ ROLLING CRE	(HWY 176 BROAD RIVER RD)

Sales History

		1		
Current Owner Name	**Sale Date**	**Vacant or Improved**	**Deed Book/Page**	**Sale Price**
CLARK CHRISTOPHER C	05/25/2004	I	R0938/ 2434	$302 799 00
BLACKMON DAVID W D/B/A	11/05/2003	V	R0872/ 505	$40 000 00
SEL PROPERTIES LLC	10/06/2000		R0449/ 37	$0 00

COPY

OMB NO 2502-0265

U.S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN
1 ☐FHA 2 ☐FmHA 3 ☒CONV UNINS 4 ☐VA ☐CONV INS

6 FILE NUMBER: RE-06-800
7 LOAN NUMBER: 0602867
8 MORTGAGE INS CASE NUMBER:

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.*

10 3/98 (ALLEN, DONALD AND ELI.PFD/RE-06-800(10)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
onald W Allen and lizabeth A Allen	SEL Properties LLC 115 Pulaski Street Columbia, SC 29201	Homeowners Mortgage Enterprise 2530 Devine Street Columbia SC 29205

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0999504	I. SETTLEMENT DATE
lot 28 CRC ichland County South Carolina	Harrell & Associates P.A. PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	June 9 2006

J SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract Sales Price	40 000 00	401 Contract Sales Price	40 000 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	292 186 58	403	
104		404	
		405	
Adjustments For Items Paid By Seller In advance		*Adjustments For Items Paid By Seller In advance*	
106 City/Town Taxes to		406 City/Town Taxes to	
107 County Taxes to		407 County Taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
		412	
120 GROSS AMOUNT DUE FROM BORROWER	332 186.58	420 GROSS AMOUNT DUE TO SELLER	40 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or earnest money	5 000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)	246,240.00	502 Settlement Charges to Seller (Line 1400)	304 00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
		504 Payoff of first Mortgage to NBSC	32 000 00
		505 Payoff of second Mortgage	
		506 Deposit retained by seller	5,000 00
		507	
		508	
		509	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210 City/Town Taxes to		510 City/Town Taxes to	
211 County Taxes 01/01/06 to 06/09/06	405 24	511 County Taxes 01/01/06 to 06/09/06	405.24
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	251 645 24	520 TOTAL REDUCTION AMOUNT DUE SELLER	37 709.24
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross Amount Due From Borrower (Line 120)	332 186 58	601 Gross Amount Due To Seller (Line 420)	40,000 00
302 Less Amount Paid By/For Borrower (Line 220)	(251 645.24)	602 Less Reductions Due Seller (Line 520)	(37 709 24)
303 CASH (X FROM) (TO) BORROWER	80 541 34	603 CASH (X TO) (FROM) SELLER	2,290 76

e undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein
HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE AND CCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY HAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT

Borrower Donald W. Allen by Elizabeth A Allen attorney in fact
Donald W Allen
Elizabeth A Allen

Seller SEL Properties LLC
BY President
ATTEST
Secretary/Treasurer

O THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE UNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS RANSACTION.

Harrell & Associates P.A.
Settlement Agent

ARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON ONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE. TITLE 18 U S CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 326,240 00 @ 6 0000 %	19,574 40		
	Division of Commission (line 700) as Follows			
701	$ to			
702	$ 19 574 40 to Asset Realty Inc.			
703	Commission Paid at Settlement	POCs	19 574 40	
704	to			
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origmatio Fee 0.8000 % to Evergreen Mortgage & Financial		1,969 97	
802	Loan Discount 0.2000 % to Homeowners Mortgage Enterprises Inc.		492.48	
803	Appraisal Fee to Evergreen Mortgage & Financial		350 00	
804	Doc Preparation to Homeowners Mortgage Enterprises Inc.		150.00	
805	Underwriting Fee to Homeowners Mortgage Enterprises Inc.		200 00	
806	Tax Service Fee to Homeowners Mortgage Enterprises, Inc		75.00	
807	Flood Certification Fee to Homeowners Mortgage Enterp ises, Inc.		16 00	
808	Express Mail/Courier Fee to Homeowners Mortgage Enterprises Inc.		45 00	
809	MERS Regist ation Fee to Homeowners Mortgage Enterprises Inc.		3 95	
810	Const. Admin Fee to Homeowners Mortgage Enterprises Inc.		350 00	
811	Funds held In Const. Escrow to Homeowners Mortgage Enterprises, Inc.		266 833 60	
	Underwriting Fee to Evergreen Mortgage & Financial		545 00	
812	Wire Fee to Homeowners Mortgage Enterprises Inc.		35 00	
813				
	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
	Interest From 06/09/06 to 07/01/06 @ $ /day (days 6.3750%)			
	Mortgage Insurance Premium for months to			
	Hazard Insurance Premium for 1 0 years to			
900	RESERVES DEPOSITED WITH LENDER			
901	Hazard Insurance months @ $ per month			
902	Mortgage Insurance months @ $ per month			
903	City/Town Taxes months @ $ per month			
904	County Taxes months @ $ per month			
905	Assessments months @ $ pe month			
906	months @ $ per month			
907	months @ $ per month			
908	Aggregate Adjustment months @ $ pe month			
1100	TITLE CHARGES			
1101	POA Prep to Harrell & Associates, P.A		45 00	
1102	Abstract or Title Search to Clay Sturkie		142.00	
1103	UPS FEE (Docs) to Harrell & Associates, P.A.		15 00	
1104	Title Insurance Binder to Southland Title		100 00	
	Document P eparation to Harrell & Associates, P.A.			125 00
	ALTA Endorsements to Harrell & Associates, P.A.			
1107	Attorney's Fees to Harrell & Associates, P.A.		425 00	
	(includes above item numbers:)			
1108	Title Insurance to Southland Title		712 23	
	(includes above item numbers:)			
	Lender's Coverage $ 246,240 00 568.23			
	Owner's Coverage $ 40 000 00 144 00			
1111	Copies Postages, Fax Fees to Harrell & Associates P.A.		35 00	
1112	UPS Fee (Loan Package) to Harrell & Associates P.A.		25 00	
1113	UPS Fee (Payoff) to Harrell & As o iates P.A.			25 00
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Record ng Fees Deed $ 10 00 Mortgage $ 27 00 Releases $ 6 00		37 00	6 00
	City/County Tax/Stamps Deed Mortgage			
1202	State Tax/Stamps Revenue Stamps 148 00 Mortgage			140 00
1203	Record POA to R chland Cou ty Register of Deed		10.00	
1204	Assignment			
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey to			
1302	Pest Inspection to			
1303	HVAC			
1304	Home Warranty			
1305	Water and Sewer			
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502, Section K)		292 186 58	304 00

lowing page of this statement, the signatorie acknowledge receipt of completed copy of page of this two page tatement.

rtified to be a true copy

3628

(RE-08-800 / RC-08-800 19)

ASSET REALTY, INC

CONTRACT OF SALE

Revised 01-05

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Both Buyer and Seller Acknowledge Receiving Reading and Understanding The South Carolina Real Estate Commission s Agency Disclosure Form

THE [ ] BUYER [ ] SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE

1 DATE A contract to purchase is offered this 9th day of May year 2006
by DONNIE AND UBBY ALLEN Purchaser(s)
to K&L CONTRACTING LLC Seller(s)

2 PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in RICHLAND County South Carolina and being described as follows
Street 108 SAVANNAH GRANDE TRAIL City IRMO Zip 29063
TMS# _____ Subdivision COURTYARDS AT POLING CREEK

3 PRICE The sales price is $ ~~324,000~~ 326,240 00 CC PK 5/12/06 to be paid as follows
A $ 5000.00 Earnest money paid by [ ] cash [X] check [ ] other held in trust by BUILDER - K&L CONTRACTING LLC
B $ _____ Additional earnest money to be deposited with _____ prior to _____
C $ TBD Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ TBD Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING
A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [X] CONVENTIONAL, [ ] SELLER [ ] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract written verification of sufficient and available funds for the specified date of closing Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser s closing costs to be paid by the PURCHASER and the Purchaser's prepaid items to be paid by the _____
PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the _____
[ ] To be financed Discount Points (if any) to be paid by PURCHASER
If Seller pays closing costs prepaid items (PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ _____

6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract Contract is contingent upon above financing. If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank

Purchaser's Initials [illegible] DATE 5/9/06 HAVE READ THIS PAGE. Seller's Initials (PK / ____) DATE 5/10/06 HAVE READ THIS PAGE

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7 ADDITIONAL CONTINGENCIES

[ ] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract, remains in effect Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser s acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request

[ ] Complete the closing of the sale of Purchaser's property currently under contract on or before _____
_____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request

[ ] Other _____

8 INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller s Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accompanied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller s Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser's failure to notify Seller or Seller s Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser s acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s)

B Termite Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [X] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages, detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing.

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [X] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing Aforementioned not guaranteed for any period of time after closing

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead based paint hazards at the Purchaser s expense until midnight on the tenth (10th) business day after acceptance of this contract This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser s Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time limits The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a "Disclosure of Information and Acknowledgment Lead Based Paint and/or Lead-Based Paint Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

Pu chaser's Initials [illegible] DATE 5/9/06 HAVE READ THIS PAGE Seller's Initials (BK) DATE 5/9/06 HAVE READ THIS PAGE

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15 FIRE OR CASUALTY In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

16 DEFAULT If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

17 MEDIATION Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include represen tations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15-48 10 et seq. shall not apply to this contract

18. ENTIRE CONTRACT BINDING CONTRACT The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 EARNEST MONEY Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker s escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent, or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

DEPOSIT GOES BUILDER

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [X] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

20. SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 EXTENSION AGREEMENT **Time is of the essence** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22. BROKERAGE FEE All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23 NON-RESIDENT TAX Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12 8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 HOME WARRANTY COVERAGE Both parties understand that a home warranty [X] will [ ] will not be provided OUTSIDE at closing If applicable the warranty premium will be paid at closing by the _____ in the amount of $_____ and provided by 2-10 Home Warranty Company and written through the BUILDER Broker

25. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at ~~_____ o'clock~~ _____ m (ET) on _____ unless accepted or countered ~~by Seller~~ in written form prior to such time

26. FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be ~~the same as receipt~~ of an original signed contract

27 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

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9 CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paregraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

(D) Seller represents that the property is connected to [X] public/community sewer system or to [ ] a septic tank and to [X] public/community water system or to [ ] well system and [ ] is located in flood zone or [X] is not located in flood zone

(E) Seller represents that the property [X] is or [ ] is not subject to a mandatory association fee (i e homeowner s association/regime or otherwise) If property is subject to a mandatory fee the fee is $ 188 per QTR and the fee [X] is or [ ] is not current Purchaser [X] has [ ] has not received copy of restrictions/ covenants if applicable

(F) Seller warrants that the property [ ] is or [X] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment [ ] has or [ ] has not been paid

(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement

[X] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of DONALD W. ANDEL AND ELIZABETH A. MILLER and delivered to stipulated place of closing This transaction shall be closed on or before 8/15/06

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller-owned security systems clothes line poles curtain/drapery rods ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS

Other conditions

SEE K&L CONTRACTING LLC BID DATED MAY 8, 2006 ORIGINATING APRIL 14, 2006

14. ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

Purchaser's Initials [illegible] DATE 6/9/06 HAVE READ THIS PAGE Seller s Initials (PK) DATE 6/10/06 HAVE READ THIS PAGE

28 **DEFINITIONS** In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays

29 **HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 **MEGAN'S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 **DISCLAIMER** **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage, roof basement, appliances heating and air conditioning systems plumbing sewage/septic electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser Donald W Allen	Date 5/9/06	SSN [illegible]
Witness as to Purchaser	Purchaser Elizabeth O. Allen	Date 5/9/06	SSN [illegible]
Witness as to Seller	Seller	Date 5/10/06	SSN
Witness as to Seller	Seller	Date	SSN

Listing Agent [illegible] MILAM	Office ASSET REALTY INC	Telephone Number 803-237-4885
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 3 PM **O CLOCK** ____ **M (ET) ON** 5/10/06 **(DATE)**

In accordance with Buyer-side policy

28

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained _____ (herein called OWNER) and _____ (herein called BROKER) agree as follows For the period of time beginning on _____ 20 _____ and ending at midnight on _____ 20 _____ Owner hereby grants to Broker the sole and exclusive right to sell the real property known as _____ Broker hereby accepts employment as the sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions

B SALE PRICE Said property is hereby listed to sell for the gross sale price of $_____ or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of _____ computed upon the gross sales price in any of the following events (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or if the Owner sells or obtains the contract to sell the property within _____ days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another broker during the protection period The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof Owner agrees to pay the costs and expenses including attorney s fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of satisfaction and prorated taxes as of the day of closing The term sale shall include any exchange swap or trade of the herein described property

C MARKETING THE PROPERTY The Broker has the option but is not required to continue marketing the property after an offer has been accepted Owner may terminate this option by giving written notice to Broker Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom

D INQUIRIES Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property

E PROPERTY INFORMATION Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property Owner warrants that to his knowledge there are no material defects hidden or obvious in or on the property which have not been disclosed to Broker in writing Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge

PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles curtain/drapery rods ceiling fans attached mirrors and light bulbs as well as all built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

_____

_____

F DISCLOSURE OF INFORMATION Latent Defects Owner authorizes Broker to disclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties Such disclosure shall be in the manner or form customary in the marketplace Owner agrees to disclose in writing to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising from the Owner s failure to disclose any such defect This indemnity shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney s fees Known defects are as follows _____

_____

G INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective purchasers as deemed reasonably necessary by Broker

H DISCLOSURE BY LIEN HOLDERS Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker

I **NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against discrimination on the basis of race color religion sex handicap familial status or national origin**

J CMLS Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS Owner ( ) does ( ) does not agree for a CMLS lockbox containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox Owner understands and specifically assumes this risk Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility herefore Owner authorizes Broker the right to display For Sale signs on the property and remove all other signs

K AGENCY RELATIONSHIPS Agent has advised seller of Brokers general company policy regarding cooperation with Subagents Buyers Agents or both and Owner has read Disclosure Regarding Real Estate Agency Relationships hereof and agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies

The form of agency in a transaction will be disclosed verbally to the Owner s Agent at the time of initial contact by all cooperating real estate agents Further a written disclosure of agency shall be provided to the Owner at the time an offer to purchase is submitted for the Owner s consideration

L NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the broker s compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons not a party to the listing agreement The compensation paid by the listing broker to a cooperating broker in respect to any listing is established by the listing broker in his offer of co-operation and is not fixed controlled suggested recommended or maintained by the CMLS or by any persons other than the listing broker and his or her subagent.

M SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control

_____

_____

_____

N MEDIATION All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder The mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15 48 10 et seq shall not apply to his Contract

O EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may retain one half (1/2) of such deposit but not exceeding the total amount of Broker's fee Should Broker incur any costs including attorney s fees as a result of the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

WITNESS	OWNER	SS#	DATE
WITNESS	OWNER	SS#	DATE
BROKER S COMPANY	BY _____ BROKER S SIGNATURE		DATE
BROKER S MAILING ADDRESS		OWNER S MAILING ADDRESS	
PHONE _____		PHONE _____	

THIS IS A LEGALLY BINDING CONTRACT ALL BLANKS MUST BE FILLED IN IF INFORMATION DOES NOT APPLY INSERT N/A ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER

Rev 3/00

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

COPY

OMB No. 2502-0265

B. Type of Loan	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. ___FHA 2. ___FmHA 3. _X_Conv. Unins 4. ___VA 5. ___Conv. Ins.	GOODWIL0		

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 (P.O.C.) were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Gilbert A. Goodwin Contractors, Inc Post Office Box 119 Ballentine, S.C. 29002	SEL Properties, LLC Post Office Box 11641 Columbia, SC 29211	Midland Mortgage Corporation 1500 Richland Street Columbia, SC 29201

G. Property Location	H. Settlement Agent	I. Settlement Date
Lot 29, Phase I, Rolling Creek Irmo, SC Lot 29 The Courtyards at Rolling Creek	Cooper, Coffas, Moore & Gray, P.A. Place of Settlement 1416 Laurel Street Columbia, South Carolina 29211	05/26/04

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100 Gross Amount Due From Borrower		**400 Gross Amount Due To Seller**	
101 Contract sales price	40,000.00	401 Contract sales price	40,0
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3,724.70	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	43,724.70	420 GROSS AMOUNT DUE TO SELLER	40,0
200 Amounts Paid By or In Behalf of Borrower		**500 Reductions In Amount Due To Seller**	
201 Deposit or earnest money	500.00	501 Excess Deposit (see instructions)	500
202 Principal amount of new loan(s)	* 43,118.42	502 Settlement charges to seller (line 1400)	31
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 *1st draw of loan in the total amount of $245,000.00		504 Payoff of first mortgage loan	32,0
		The National Bank of South Carolina	
205		505 Payoff of second mortgage loan	
206		506 Payment of 2003 real estate taxes	374
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01 to 05/25	106.28	511 County taxes 01/01 to 05/26	106
212 Assessments to		512 Assessments to	
213		513	
214		514	

3588

215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	43 724 70	520 TOTAL REDUCTION AMOUNT DUE SELLER	33 294 59
300 Cash At Settlement From or To Borrower		**600 Cash At Settlement To or From Seller**	
301 Gross amount due from borrower (line 120)	43 724 70	601 Gross amount due to seller (line 420)	40 000 00
302 Less amounts paid by/for borrower (line 220)	43 724 70	602 Less reduction amount due seller (line 520)	33 294 59
303 CASH FROM BORROWER		603 CASH TO SELLER	6 705 41

SUBSTITUTE FORM 1099 SELLER STATEMENT The information contained herein is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction

SELLER INSTRUCTIONS If this real estate was your principal residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your income tax return for other transactions complete the applicable parts of Form 4797 Form 6252 and/or Schedule D (Form 1040)

You are required by law to provide COOPER COFFAS MOORE & GRAY PA (570888498) with your correct taxpayer identification number you may be subject to civil or criminal penalties imposed by law Under penalties of perjury I certify that the number shown on this statement is my correct taxpayer identification number

TIN:_____ SELLER SIGNATURE _____

RESPA HB 4305 2 REV HUD-1 (3/86)

RESPA HB 4305 2 -- REV HUD-1 (3/86)

6665

		515	
216.		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	43 724 70	520 TOTAL REDUCTION AMOUNT DUE SELLER	33 29
300 **Cash At Settlement From or To Borrower**		600 **Cash At Settlement To or From Seller**	
301 Gross amount due from borrower (line 120)	43 724 70	601 Gross amount due to seller (line 420)	40 00
302 Less amounts paid by/for borrower (line 220)	43 724 70	602 Less reduction amount due seller (line 520)	33 29
303 CASH FROM BORROWER		603 CASH TO SELLER	6 70

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

6705 41

SELLER INSTRUCTIONS: If this real estate was your principal residence file Form 2119 Sale or Exchange of Principal Residence for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797 Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide COOPER COFFAS MOORE & GRAY PA (570858488) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury I certify that the number shown on this statement is my correct taxpayer identification number.

TIN:_____ SELLER SIGNATURE _____

RESPA, HB 4305.2 – REV HUD 1 (3/86,

RESPA HB 4305.2 – REV HUD-1 (3/86)

3589

LIPSCOMBHOLDINGS

0002706

05/27/2004 03:11 8037869588

NBSC

The National Bank of South Carolina
www.NationalBankSC.com

All items are credited subject to verification and final payment. Transactions received after 2:00 p.m. will be processed on the bank's next business day. Deposits may not be available for immediate withdrawal. Please retain this receipt until you receive your account statement.

RECEIPT

0042 0004 092 0406 05/27/04NK 16:51 T
XXXXXX5401 DD&DP $6,705.41
Ask About a Home Equity Line of Credit!

T1-0601-8604 *Thank you for banking with NBSC*

3590

14837

COOPER COFFAS MOORE & GRAY, P.A

FILE #: GOODWI10 AMOUNT: $6,705.41 DATE: 05/26/04 CODE ALT

PAYEE -- SEL Properties, LLC

SELLER(S) -- SEL Properties, LLC

BUYER(S) -- Gilbert A Goodwin Contractors, Inc

PROPERTY LOCATION --
Lot 29, Phase I, Rolling Creek, Inmo, SC
Lot 29, The Courtyards at Rolling Creek

Seller's Proceeds

Sale appl cost + 4785.29
+ 2583.23
Impact - 2000.00
Use of cost - 3000
Attorney's fee (Cust) + 31.00
(1,000.00)

OAKHURST
Contract of Sale

Date AGREEMENT made this 12 day of FEB 20 03

Parties between A & L Builders

(herein "Purchaser")

And OAKHURST LLC (herein Seller)

Offer Purchaser agrees to buy and Seller agrees to sell, all that lot or parcel of land, with the buildings and improvements thereon, if any situated in Richland County State of South Carolina, and being described as follows.

Description Lot 4/2 28 & 29

Subject to all easements, covenants and restrictions of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The total purchase price is #39,900 X 2 ($ 79,800 X)

to be paid as follows #1000 X 2 = ($ 2,000 WF)

Escrow Agent herewith which shall be held in trust by Seller Project Inc. and the balance shall be paid in full at closing.

Adjustments Taxes, interest, water rents, rights and rents (as and when collected) shall be adjusted as of the date of closing.

Conveyance Seller agrees to convey by marketable title and deliver a proper general warranty deed free of encumbrances except as herein stated, with all stamps affixed thereto.

Closing Attorney The closing shall be conducted at the office of Charles D. Cooper III

Date of Closing The transaction shall be closed on or before March 28 2003

Restrictions The purchaser acknowledges that the property will be burdened by certain easements and restrictive covenants which shall include, but not be limited to certain minimum square foot age building requirements and that the Seller has the right to review and approve building plans.

Contingency The sale is conditioned upon Financing

Lot 2 # 19 & 18 to be held in Escrow for 120 days after closing on first lot

Default It is expressly agreed that upon the event of any default or failure on the part of the Purchaser to comply with the terms and conditions of this contract, at the option of the Seller, the earnest money shall be paid to the Seller as liquidated damages. Upon default by Seller the Purchaser shall be refunded all sums deposited hereunder

Commission The undersigned acknowledge that the Seller shall pay no commission on the sale of this property

Binding Effect The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

WITNESS the parties herby by their hands and seals the day and year first above written.

WITNESSES _____ PURCHASER Don M Alkire

WITNESSES _____ PURCHASER _____

SELLER OAKHURST LLC

BY Oakhurst LLC

By Mike Gooch

4997

The Courtyards
At
Rolling Creek
Phase I

This contract made between Gilbert A Goodwin Contractor Inc purchaser and

_____ SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County State of South Carolina, and being described as follows

Lot 29 Block ____, Phase I, The Courtyards at Rolling Creek Subdivision
Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats and all governmental statutes rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is - ---------- ---- ----------$ 44,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)----$ 500.00

Balance upon Delivery of Deed as hereinafter provided $ 39,500.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Richard H Hodson 5/11/04
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

By

(As to Seller)

Its

Dutch Forks Corner - Lot 29

ADDENDUM TWO

Gilbert A Goodwin Contractor, Inc
P O Box 119
Ballentine, SC 29002

ESTABLISHED 1959
TELEPHONE
(803) 781 7261

SALES CONTRACT

STATE OF SOUTH CAROLINA
COUNTY OF Richland

THIS AGREEMENT is entered into this _____ day of _____, 20____
This contract specifies terms between Joyce C. Berry
(hereinafter referred to as **Buyer/Owner**) a Lot, SC
and GILBERT A. GOODWIN CONTRAC[illegible]r)
to sell/construct a home on the property located at. LOT 29 BLOCK _____
SUBDIVISION Courtyards @ Rolling Creek
STREET 410 Savannah Branch Trail
CITY Elgin, SC, 29063

Subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances rules and regulations

CONTRACT PRICE	$ 333,400.00
EARNEST MONEY	5000.00 ED ESCROW TO GAGC, INC
ESCROW ACCOUNT	
DOWN PAYMENT	
PAID TO	GILBERT A GOODWIN CONTRACTOR INC
REAL ESTATE AGENT/BROKER	Dutch Forks Realty
ADDENDUMS	FOUR TOTAL
CLOSING COSTS SELLER	N/A
BUYER	

JWB 3/16/06

Buyer will apply for loan within maximum of 7 days Buyer will present to Contractor letter of loan commitment from the loan institution before any construction begins. No on site construction will begin for addendums until loan is appro ed. In the event Buyer is unable to obtain a ahd loan commitment in the amount set out above 10% of sums received by contractor and no less than $500 00 will be retained by contractor The residual will be returned to Buyer/Owner, and this contract will be null and void.

ALL CLAIMS, DISPUTES, AND CONTROVERSIES OF EVERY KIND AND NATURE BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, NOT COVERED OR RESOLVED BY THE ISSUED NATIONAL WARRANTY, SHALL BE SUBJECT TO ARBITRATION. It is the purpose and intent of the parties to make the submission to arbitration of any dispute or controversy arising out of this agreement an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. If this contract is alleged to be or is determined to be void or voidable this provision to arbitrate shall be severed from the rest of this contract and shall be binding on the parties hereto so that the validity of the rest of the contract shall be determined by arbitration. This arbitration provision shall survive the closing of the transaction which is the subject of the contract and any passage of the title and shall continue indefinitely The arbitration shall be conducted by the American Arbitration Association pursuant to its Construction Industry Arbitration Rules in effect at the time of the Effective Date of Warranty or by Construction Arbitration Services, Inc pursuant to its applicable rules in effect at the time of the Effective Date of Warranty or by DeMars & Associates, Ltd. pursuant to its applicable rules in effect at the time of the Effective Date of Warranty The choice of arbitration service shall be that of the homeowner if the homeowner is a claimant. If the homeowner is not a claimant, the choice of arbitration shall be that of the Builder. Any dispute concerning the choice of an arbitration service shall be submitted to a court of competent jurisdiction, which shall have authority to enforce this paragraph. The decision of the single arbitrator or the majority of the arbitrators shall be binding on the parties. If it becomes necessary to employ legal services to collect any amount due hereunder, whether by mechanics lien or otherwise, including arbitration, the Owner agrees to pay a reasonable sum for attorney s fees and cost incurred in collection. Owner further agrees to pay interest at the legal rate on any amount not paid when due.

CASHIER S CHECK. Buyer(s) / Owner(s) must have CASH CASHIER S CHECK, OR CERTIFIED FUNDS when closing this transaction.

BUILDER'S PLANS. The Contractor has provided the building plans and specifications used under this contract and makes no representation of accuracy to any specific plans and specifications TO BE PROVIDED UPON RATIFICATION $500 Addendum 3+4 3/16/06 JWB

CONVEYANCE. Seller agrees to convey by marketable title and deliver a proper warranty deed and free of encumbrances except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of Joyce C Berry

TIME OF SUBSTANTIAL COMPLETION. X Joyce C Berry 03/16/06 4/29/06

Approval of construction as evidenced by the final or temporary final inspection report and issuance of a Certificate of Occupancy by the ruling municipality shall constitute conclusive evidence of the completion of the house. Assuming all conditions precedent are satisf ed and weather permits, the work to be performed under this contract shall be substantially completed within the time set forth above. In the event construction is delayed through no fault of the Contractor, including but not limited to strikes, accidents, weather conditions, labor delays, material delays, and other delays beyond the control of the Contractor, then the time of substantial completion will be extended to a time agreed upon by both purchaser and contractor in writing.

POSSESSION. Buyer agrees that he or she will not occupy the dwelling until such time as the dwelling is certified with a Certificate of Occupancy by the ruling municipality and the transfer of the title to the property has passed from Seller to Buyer. No personal property of the Buyer shall be stored in the dwelling prior to the time of possession as stated above No on site improvements shall be done by the Buyer until after transfer of the title to the property and all monies are paid and dispensed.

CHANGE ORDERS. The Buyer agrees to pay to the Contractor the total sum set forth above for the dwelling herein referred. The total price shall be increased only by the sum total of all additions, if any or decreased by the sum total of all deletions, if any or otherwise adjusted by the difference between the additions and deletions, all of which must be agreed to by both parties in writing which will be called "CHANGE ORDERS " All monies due for change orders and/or extra work shall be due and payable before work commences The Buyer agrees to make any requests concerning any changes, additions, or alterations in the work in writing directly to the Contractor named in this contract and not to any workers, including subcontractors and subcontractors workers on the job Any workers including subcontractors and subcontractors workers on the job, performing work for the Buyer will terminate Contractor s warranty All change orders will be billed on the basis of cost plus a percentage. 20% Cost hall be and mean the following: all costs of labor including but not limited to wages, wage taxes, transportation, subcontractor labor material costs, supplies, rental of equipment, sales taxes, and additional permit fees, cost of removal of debris and all other costs

Dutch Forks Copy LOT 29

ADDENDUM TWO

Gilbert A Goodwin Contractor, Inc
PO Box 119
Ballentine, SC 29002

ESTABLISHED 1959
TELEPHONE
(803) 781 7261

SALES CONTRACT

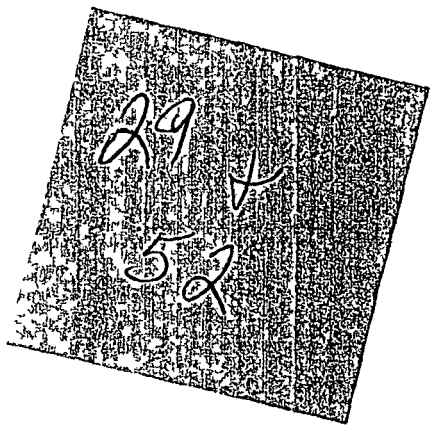
STATE OF SOUTH CAROLINA
COUNTY OF Richland

THIS AGREEMENT is entered into this _____ day of _____, 20____
This contract specifies terms between Joyce C. Berry
(hereinafter referred to as **Buyer/Owner**) address _____
and GILBERT A. GOODWIN CONTRACTOR, INC (
to sell/construct a home on the property located at. LOT 29 BLOCK _____
SUBDIVISION Courtyards @ Rolling Creek
STREET 40 Savannah Branch Trail
CITY Elgin, SC, 29063

Subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances rules, and regulations.

CONTRACT PRICE	$ 333,400 00
EARNEST MONEY	5000 00 ESCROW TO GAGC, INC
ESCROW ACCOUNT	
DOWN PAYMENT	
PAID TO	GILBERT A. GOODWIN CONTRACTOR INC
REAL ESTATE AGENT/BROKER	Dutch Forks Realty
ADDENDUMS	FOUR TOTAL
CLOSING COSTS SELLER	N/a
BUYER	✓

JWB 3/16/06



Buyer will apply for a loan within a maximum of 7 days Buyer will present to Contractor a letter of loan commitment from the loan institution before any construction begins. No on site construction will begin for addendums until loan is approved. In th e ent Buyer is unable to obtain a valid loan commitment in the amount set out abo e, 10% of sums rece ved by contractor and no less than $500 00 will be retained by contractor. The residual will be returned to Buyer/Owner, and this contract will be null and void.

ALL CLAIMS, DISPUTES, AND CONTROVERSIES OF EVERY KIND AND NATURE BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, NOT COVERED OR RESOLVED BY THE ISSUED NATIONAL WARRANTY, SHALL BE SUBJECT TO ARBITRATION It is the purpose and intent of the parties to make the submission to arbitration of any dispute or controversy arising out of this agreement an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. If this contract is alleged to be or is determined to be void or voidable, this provision to arbitrate shall be severed from the rest of this contract and shall be binding on the parties hereto so that the validity of the rest of the contract shall be determined by arbitration. This arbitration provision shall survive the closing of the transaction which is the subject of the contract and any passage of the title and shall continue indefinitely The arbitration shall be conducted by the American Arbitration Association pursuant to its Construction Industry Arbitration Rules in effect at the time of the Effective Date of Warranty or by Construction Arbitration Services, Inc. pursuant to its applicable rules in effect at the time of the Effective Date of Warranty or by DeMars & Associates, Ltd. pursuant to its applicable rules in effect at the time of the Effective Date of Warranty The choice of arbitration service shall be that of the homeowner if the homeowner is a claimant. If the homeowner is not a claimant, the choice of arb tration shall be that of the Builder. Any dispute concerning the choice of an arbitration service shall be submitted to a court of competent jurisdiction, which shall have authority to enforce this paragraph. The decision of the single arbitrator or the majority of the arbitrators shall be binding on the parties. If it becomes necessary to employ legal services to collect any amount due hereunder, whether by mechanics lien or otherwise, including arb tration, the Owner agrees to pay a reasonable sum for attorney's fees and cost incurred in collection. Owner further agrees to pay interest at the legal rate on any amount not paid when due

CASHIER S CHECK. Buyer(s) / Owner(s) must have CASH, CASHIER S CHECK, OR CERTIFIED FUNDS when losing this transaction.

BUILDER'S PLANS. The Contractor has provided the building plans and specifications used under this contract and makes no representation of accuracy to any specific plans and specifications. TO BE PROVIDED UPON RATIFICATION 500 Addendum 3+4 3/16/06 WB

CONVEYANCE. Seller agrees to convey by marketable title and deliver a proper warranty deed and free of encumbrances except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of Joyce C Berry

TIME OF SUBSTANTIAL COMPLETION. X Joyce C Berry 03/16/06 4/22/06
Approval of construction as evidenced by the final or temporary final inspection report and issuance of a Certificate of Occupancy by the ruling municipality shall constitute conclusive evidence of the completion of the house Assuming all conditions precedent are satisfied and weather permits, the work to be performed under this contract shall be substantially completed within the time set forth above. In the event construction is delayed through no fault of the Contractor, including but not limited to strikes, accidents, weather conditions, labor delays, material delays, and other delays beyond the control of the Contractor then the time of substantial completion will be extended to a time agreed upon by both purchaser and contractor in writing

POSSESSION. Buyer agrees that he or she will not occupy the dwelling until such time as the dwelling is certified with a Certificate of Occupancy by the ruling municipality and the transfer of the title to the property has passed from Seller to Buyer. No personal property of the Buyer shall be stored in the dwelling prior to the time of possession as stated above. No on site improvements shall be done by the Buyer until after transfer of the title to the property and all monies are paid and dispensed.

CHANGE ORDERS. The Buyer grees to pay to the Contractor the total sum set forth bov for the dwelling herein referred. The total price shall be increased only by the sum total of all additions, if any or decreased by the sum total of all deletions, if any or otherwise adjusted by the difference between the additions and deletions all of which must be agreed to by both parties in writing which will be called "CHANGE ORDERS All monies due for change orders and/or extra work shall be due and payable before work commences. The Buyer agrees to make any requests concerning any changes, additions, or alterations in the work in writing directly to the Contractor named in this contract and not to any workers, including subcontractors and subcontractors workers on the job Any workers including subcontractors and subcontractors workers on th job, performing work for the Buyer will terminate Contractor s warranty All change orders will be billed on the basis of cost plus a percentage. 20% Cost shall be and mean the following all costs of labor including but not limited to wages, wage taxes, transportation, subcontractor labor material costs, supplies, rental of equipment, sales taxes, and additional permit fees, cost of remo al of debris and all other costs

osts lated to th change. Any chang o der h ll b subject to all term and cond t ons of th s contract.

ALLOWANCES. The base contract price stated herein includes certain allowances. These allowances can be set forth in an addendum wh ch becomes part of contract. The Buyer shall select in a timely manner all allowance item and paint colors requ red during the construction process w thin 5 days of the execution of this contract. It is the specific understanding of the parties that the allowances are not to be onstrued as bids by th Contractor The allowances which have been used to arrive at a base price may vary from the actual cost based on th Buyer selections. If the allowances prove to be insufficient, the Buyer must pay all overages to the Co tractor s approved vendor at time of final selections. If the allowances prove to be less, then Contracto will issue a credit at final closing. If Buyer selects a vendor not on Contractor s approved list, then Contractor will issu a credit for full allowance of item and delete from warranty All sel cted endors must be submitted to Contractor in writing by Buyer All allowances include installation and sales tax

1 Carp t $20/SQ YD 2 Floor covering (a) Ceramic tile _____ (b) Vinyl _____
3 Light fixtures $ 2000 4 Kitchen appliances $1800 5 Cabinet hardware _____
6 Other SEE ADDENDUM ONE OF SALES CONTRACT (ANI

WARRANTY: The Contractor shall provide a 2-10 Home Buyers warranty This warranty shall be the Exclusive warranty and shall be IN LIEU of any other warranty expressed or implied including but not limited to any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Consequential damages are excluded. Remedies are limited to repair replacem nt, or the reasonabl cost of replacing the defective item The bo e n m d limited warranty sh ll be the lu ive warranty from Contractor. Separate warranty(ies) may be provided by the man facturer(s) of materials, fixtures, or appliances furnished. Contractor will provide Owner with any warranty material furnished to Contractor by any such manufacturer, but Contractor undertakes no responsibility for the fulfillment of any such warranty Owner by signing below acknowledges and consents to th terms of the above listed warranty including the binding arbitration provision contained herein. X Jorge C. Barry

ACCESS. From tim to time and just prior to the closing, the Buyer or the Buyer s agent shall inspect the house. However if the Buyer enters upon the property duru g the course of the construction it is understood that they do so at their own risk, and Buyer hereby releases Contracto and does hereby indemnify and hold Contracto harmless from any and all claims for injury or damage to their person or property and to the person or property of any agent, employee, or invitee of Buyer or of any other person accompanying Buyer Buyer shall not in any manner interfere with work on the job with any subcontractor or workmen or with Contractor s progress hereunder The Buyer will not commun cate directly with Contractor s workmen, employees, agents, or subcontractors regarding the means method or manner in which they are to perform the r work At th tim of the final inspection, th Buyer will g ve to th Contractor a s gned punch l st" that identifies any alleged def ienc es in workmansh p or material The Contractor shall correct any items on the Buyer s punch list" that are deficient in workmanship and/or materials according to the Building Code standards of constructio relevant to the municipality/ ounty and th period f tim in which the house is built. The Contractor shall correct those defects within a reasonable period of time The Contractor s obligation to correct any defects shall not be grounds for postponing, nor delaying the closing nor for imposing any conditions upon the closing not specified in this contract.

MULTIPLE OWNERS. Should more than on Buye be l d th contract, the party may gn amendments exclus on and the s gnature binds the other l th use of the words B ye o Buyers h rein any reference to th ingular w ll mean the plural, if ppropri te and any reference to the singular will nclude the plural if appropriate

ADJUSTMENTS. Taxes water rents, sewer charges, and utilities shall be adjusted as of the date of the delivery of the deed.

INSURANCE. For the benefit of both parties as their terests may appear the Contractor shall ma ntain fire and general build r s risk insurance upon th entire structure to one hundred (100%) of the insurabl al e thereof The Contractor shall maintain such insurance as s equ ed by statute to protect him from claims under Workers Compensation Acts

FIRE OR CASUALTY. In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer o Contractor shall h v the option for (10) days after notice of such to term nate this contract Upon s ch terminat on the earnest m y deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder If neither Buyer or Co tractor lects to terminate the contract, th parties shall proceed thereunder

INSULATION. (A) Exterior walls according to the manufacturer s specifications Installed (B) Ceilings according to the manufacturer s specifications R-30 (C)Floors according to the manufacturer s specifications Installed

ENTIRE AGREEMENT: This contract (in luding the documents incorporated by reference pursuant to this contract) con titutes th entire agreement between the parties and it supersedes all prior or contemporaneous agreements and understand ngs whether written or oral This contract may be changed only by a written contract amendment signed by all parties to this contract. The contract shall be binding upon each of the parties respective heirs executors administrators successors, and as igns. However this contract shall not be assigned without the written onsent of ll part es Each provision of this contract is separable from e ery other provision of the contract, and if any provision is unenforceabl or revised, the remainder of the contract will remain valid and enforceable The provisions of this contract shall survive the execution and delivery of the deed and shall not be merged th rein.

We, the undersigned, have read and understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT THIS DAY AND YEAR 3/16/06

Signed, Sealed and Delivered in the presence of

GILBERT A. GOODWIN CONTRACTOR, INC.

BY: Gilbert A Goodwin, Jr
GILBERT A GOODWIN PRESIDENT

WITNESS AS TO SELLER 11:45pm 3/16/06

Contractor, Inc 3/16/06
PURCHASER SS#

WITNESS AS TO SELLER 3:15pm 3/16/06

PURCHASER SS#

WITNESS AS TO PURCHASER

WITNESS AS TO PUCHASER

(29)

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN

1 [ ] FHA 2 [ ] FmHA 3 [X] CONV UNINS 4 [ ] VA 5 [ ] CONV INS

6 FILE NUMBER: RE 06-516

7 LOAN NUMBER: 6613042898

8 MORTGAGE INS CASE NUMBER:

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*

1 0 3/98 (BERRY JOYCE C PFD/RE-06 5 6/ 8)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Joyce C Berry	Gilbert A Goodwin Contractors Inc P O Box 119 Ballentine SC 29002	Branch Banking and Trust Company of South Carolina 301 College Street Greenville SC 29601

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 0999504	I SETTLEMENT DATE
Irmo SC 29063 R chland County South Carolina	Harrell & Associates P A PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	May 4 2006

J SUMMARY OF BORROWER S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		**400 GROSS AMOUNT DUE TO SELLER**	
01 Co t act Sales Pnce	333 400 00	401 Contract Sales Pr ce	333 400 00
102 Pe sonal Property		402 Personal P operty	
103 Settlemen Charges to Bor owe (L ne 1400)	5,260 70	403 Credit from L t ng Agent	980 93
104		404 Credit from Sell ng Agent	980 93
105		405	
Adjustments For items Paid By Seller in advance		*Adjustments For items Pa d By Seller in advance*	
106 City/Town Taxes to		406 City/Town Taxes to	
107 County Ta es to		407 County Taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	338 660 70	*420 GROSS AMOUNT DUE TO SELLER*	335 361 86
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**	
201 Deposit or earnest money	5 000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)	200 000 00	502 Settlement Charges to Seller (Line 1400)	23 354 81
203 Existing loa (s) taken subject to		503 Existing loan(s) taken subject to	
204 Cred t f om L sting Agent	450 00	504 Payoff of first Mortgage to Midland Mortgage/01 12	245 347 70
205 Credit from Selling Agent	450 00	505 Payoff of second Mortgage	
206 Funds from 2nd Closing	100 000 00	506 Deposit retained by seller	5 000 00
207		507	
208		508	
209		509	
Adjustment Fo Items Unpa d By Selle		*Adjustments For Items Unpaid By Seller*	
210 C ty/Town T es to		510 City/Town Taxes to	
211 County Taxes 01/01/06 to 05/04/06	266 89	511 County T es 01/01/06 to 05/04/06	266 89
212 Assessments to		512 Assessme ts to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	306 166 89	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	273 969 40
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Borrower (Line 120)	338 660 70	601 Gross Amou t Due To Seller (Line 420)	335 361 86
302 Less Amou t P d By/For Borrower (Line 220)	(306 166 89)	602 Less Reductions Due Seller (Line 520)	(273 969 40)
303 CASH (X FROM) (TO) BORROWER	32 493 81	*603 CASH (X TO) (FROM) SELLER*	61 392 46

Th unders gned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

I HAVE CAREFULLY REVIEWED THE HUD 1 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 THE HUD-1 SETTLEMENT STATEMENT

Borrower Joyce C Berry
Joyce C Berry

Seller Gilbert A. Goodwin Contractors, Inc
BY Gilbert A Goodwin
President

ATTEST

Secretary/Treasurer

TO THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

Harrell & Associates P A
Settlement Agent

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 333 400 00 @ 6 0000 % 20,004 00			
	Division of Commission (line 700) as Follows			
701	$ 10 002 00 to Dutch Fork Realty			
702	$ 10 002 00 to Asset Realty			
703	Commission Paid at Settlement			20 004 00
704	to			
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**			
801	Loan Origination Fee 1 0000 %	to Branch Banking and Trust Company of South Carolina POC L2000 00		
802	Loan Discount 0 7500 %	to Branch Banking and Trust Company of South Carolina	1 500 00	
803	Appraisal Fee	to Alawine Homer A	350 00	
804	Credit Report	to FPMR	13 00	
805	Underwriting Fee	to	325 00	
806	Tax Service Fee	to BB&T collateral Service Corp	85 00	
807	Flood Certification Fee	to FAFDS	8 00	
808	Property I p/Recort Value	to Branch Bank ng and Trust Company of South Carolina	75 00	
809	Cour er/Email/Wire Fee	to Branch Banking and Trust Company of South Carolina	30 00	
810	Processing Fee	to Branch Banking and Trust Company of South Carolina	150 00	
811				
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**			
901	Interest From 05/04/06 to 06/01/06 @ $ 34 246575/day (28 days 6 2500%)		958 90	
902.	Mortgage Insurance Premium for months to			
903	Hazard Insurance Premium for 1 0 years to Allstate Insurance POC B494 00			
904				
905				
1000	**RESERVES DEPOSITED WITH LENDER**			
1001	Hazard Insurance	months @ $ per month		
1002	Mortgage Insurance	months @ $ per month		
1003	City/Town Taxes	months @ $ per month		
1004	County Taxes	months @ $ per month		
1005	Assessments	months @ $ per month		
1006		months @ $ per month		
1007		months @ $ per month		
1008	Aggregate Adjustment	months @ $ per month		
1100	**TITLE CHARGES**			
1101	Settlement or Closing Fee	to		
1102	Abstract or Title Search	to True Title	113 00	
1103	UPS FEE (Docs)	to Harrell & Associates, P A	15 00	
1104	Title Insurance Binder	to Southland Title	100 00	
1105	Document Preparation	to Harrell & Associates, P A		125 00
1106	ALTA Endorsements	to Harrell & Associates, P A		
1107	Attorney's Fees	to Harrell & Associates P.A	425 00	
	(includes above item numbers	)		
1108	Title Insurance	to Southland Title	895 14	
	(includes above item numbers	)		
1109	Lender's Coverage	$ 200 000 00 75 00		
1110	Owner's Coverage	$ 333 400 00 820 14		
1111	Copies Postages, Fax Fees	to Harrell & Associates P.A	35 00	
1112	UPS Fee (Loan Package)	to Harrell & Associates P.A	25 00	
1113	UPS Fee (Payoff)	to Harrell & Associates P.A.		25 00
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**			
1201	Recording Fees Deed $ 10 00 Mortgage $ 22 00	Releases $	32 00	
1202	City/County Tax/Stamps Deed	Mortgage		
1203	State Tax/Stamps Revenue Stamps	1,233 95 Mortgage		1,233 95
1204	Sat sfactions	to Harrell & Associates, P.A		5 00
1205	Assignment			
1300	**ADDITIONAL SETTLEMENT CHARGES**			
1301	Survey	to		
1302	Pest Inspection	to		
1303	Replace Shrubs	to P S Designs		400 00
1304	HOA dues	to Rolling Creek HOA	125 66	
1305	Refrigerator	to S&G Builder Applicances		1 561 86
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**		5 260 70	23 354 81

By signing page 1 of this statement, the sign tories acknowledge receipt of completed copy of page 2 of this two page statement.

Certified to be a true copy
Substitut Form 1099-S

SELLER'S TAX ID SOLICITATION THE INFORMATION IN BLOCKS E G H I AND ON LINES 401 406 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE IF YOU ARE REQUIRED TO FILE A RETURN A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE RS DETERMINES THAT IT HAS NOT BEEN REPORTED YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW

For sale or exchanges of certain real estate the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you T determine if you have to report the sale or exchange of your main home on your tax return see the 2006 Schedule D (Form 1040) instructions the real estate was not your main home report the transaction on Form 4797 Sales of Business Property Form 6252, Installment Sale Income, and/or Schedule D (Form 1040) Capital Gains and Losses. You may have to recapture (pay back) all or po of Fede al mortgage subsidy all the following apply) You received loan provided from the proceeds of qualified mortgage bond or you received mortgage credit certificate) Your original mortgage loa we provided afte 980 and c) You sold or disposed I your home at a gain during the first 9 years ter you received the Federal mortgage subsidy This will increase your tax. See Form 8828 Recapture of Federal Mortgage Subsidy and Pub 523 Selling au Home

If you have already paid the real estat tax for the period that include th sale date, subtract the amounts on Line 406 407 & 08 from the amount already paid to determine your deductible real estat tax But you hav already deducted the real estate tax in prior year generally report this amount as income on the "Other Income" line of Form 1040 For more information see Pub. 523.

For Paperwork Reduction Act Notice see the 2006 Instructions for Forms 1099, 1098, 5498, and W-G2.
Department of the T easury Internal Revenue Service

UNDER PENALTIES OF PERJURY I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER

Seller Signature	Seller Signature	Seller Sig ature	Seller Signature
TaxID/SSN:	TaxID/SSN:	TaxID/SSN:	TaxID/SSN

(RE-08 516 / RE-08-516 / 16)

TO CHECKLIST

ASSET REALTY, INC.

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

THE [ ] BUYER [ ] SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE

1 DATE A contract to purchase is offered this 13th day of March year 2006
by Joyce C Berry Purchaser(s)
to Gilbert A. Goodwin Contractor, Inc. Seller(s)

2. PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in Richland County South Carolina, and being described as follows
Street 110 Savannah Branch Trail City Irmo Zip 29063
TMS# r02607-09-06 Subdivision Courtyards at Rolling Creek

3 PRICE The sales price is $ 333,400 to be paid as follows
A $ $5000 Earnest money paid by [ ] cash, [✓] check, [ ] other held in trust by Gilbert A. Goodwin Contractor, Inc.
B $ Additional earnest money to be deposited with prior to
C $ Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING
A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [✓] CONVENTIONAL [ ] SELLER [ ] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS
B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory
C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing Purchaser's failure to comply shall constitute a default under this contract
D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing costs to be paid by the Purchaser
and the Purchaser's prepaid items to be paid by the Purchaser
PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the Purchaser
[✓] To be financed Discount Points (if any) to be paid by Purchaser
If Seller pays closing costs prepaid items (PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ Purchaser

6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank

Purchaser's Initials (JB) DATE 3/16/06 HAVE READ THIS PAGE. Seller's Initials (W, H) DATE 3/16/06 HAVE READ THIS PAGE.

Witnessed 3/16/06 Agent

7 ADDITIONAL CONTINGENCIES

[ ] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract, remains in effect Should Seller be presented another contract, and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser s acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

WA 3/14/06

[ ] Complete the closing of the sale of Purchaser's property currently under contract, on or before _____ _____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request

[ ] Other _____

8. INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accompanied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s)

B Termite Inspection

Notwithstanding the provisions of Section 8A, [ ] Purchaser [✓] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [✓] Seller shall furnish, at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing Aforementioned not guaranteed for any period of time after closing

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies, corrections needed, and the inspection and/or risk assessment report within the above time limits. The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void. The Purchaser may remove this contingency at any time without cause

WA 3/14/06

If this home was built prior to 1978 a "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

Purchaser's Initials ( ) DATE 3/14/06 HAVE READ THIS PAGE. Seller's Initials (WA) DATE 3/14/06 HAVE READ THIS PAGE

9. CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

(D) Seller represents that the property is connected to [✓] public/community sewer system or to [ ] a septic tank, and to [✓] public/community water system or to [ ] well system and [ ] is located in flood zone or [✓] is not located in flood zone

(E) Seller represents that the property [✓] is or [ ] is not subject to a mandatory association fee (i e , homeowner's association/regime or otherwise) If property is subject to a mandatory fee the fee is $ [redacted] per Unit and the fee [✓] is or [ ] is not current Purchaser [✓] has [ ] has not received copy of restrictions/ covenants if applicable

(F) Seller warrants that the property [ ] is or [✓] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment, the assessment [ ] has or [ ] has not been paid

(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement.

[✓] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations. Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of Joyce Berry JC MIDDLE INITIAL and delivered to stipulated place of closing This transaction shall be closed on or before April 28 2006

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris, in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller-owned security systems clothes line poles curtain/drapery rods ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13. REMARKS

Other conditions.

See Addendum One

See Addendum Two

See Addendum Three

See Addendum Four

14 ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments, including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract.

Purchaser's Initials (JC) DATE 3/16/06 HAVE READ THIS PAGE. Seller's Initials (W.H) DATE 3/16/06 HAVE READ THIS PAGE.

15 FIRE OR CASUALTY In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract. Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

16 DEFAULT If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract. In the event the contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

17 MEDIATION Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include represen tations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15-48 10 et seq shall not apply to this contract

18 ENTIRE CONTRACT BINDING CONTRACT The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 EARNEST MONEY Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [✓] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

20. SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 EXTENSION AGREEMENT **Time is of the essence** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22. BROKERAGE FEE All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23 NON-RESIDENT TAX Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12 8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 HOME WARRANTY COVERAGE Both parties understand that a home warranty [✓] will [ ] will not be provided ~~at closing~~ Prior to closing If applicable the warranty premium will be paid at closing by the ~~Seller~~ _____ in the amount of $ N/A and provided by 2-10 Home Buyer's Home Warranty Company and written through the Buyer's Broker

25. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 00 o clock ____ p m (ET) on March 15 2006 unless accepted or countered by Seller in written form prior to such time

26. FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

27 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

Purchaser's Initials ( ) DATE 3/14/06 HAVE READ THIS PAGE Seller's Initials ( ) DATE 3/14/06 HAVE READ THIS PAGE

28. **DEFINITIONS** In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract, excluding Saturdays Sundays and South Carolina legal holidays

29 **HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 **MEGAN S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 **DISCLAIMER** **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied, as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof, basement, appliances, heating and air conditioning systems, plumbing sewage/septic, electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty, express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser Joyce C Berry	Date 3/16/06	SSN
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Seller	Seller Wilma K Goodwin, Sec	Date 3/16/06	SSN
Witness as to Seller	Seller Dilbert A Goodwin Contractor, Inc.	Date	SSN
Listing Agent	Office DUTCH FORK REALTY LLC	Telephone Number 622-2080	
Selling Agent	Office ASSET REALTY INC	Telephone Number 237-4885	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 5 PM **O CLOCK** P **M (ET) ON** 3/16/06 **(DATE)**

ADDENDUM

ADDENDUM DATE March 3 2006

CONTRACT DATED

BETWEEN SELLER Gilbert A Goodwin Contractor Inc

AND PURCHASER Joyce C Berry

IN REFERENCE TO _____ Irmo SC 29063 (Lot 29)

THIS ADDENDUM IS HEREBY MADE A PART OF THE ORIGINAL CONTRACT
BOTH PURCHASER AND SELLER AGREE TO THE FOLLOWING

Purchaser Requires
1) Gutters on all sides with the storm water directed under ground and away from the House and Lot
2) Replacement of all Toilets with American Standard or Kohler High Elongated Toilets with matching Heavy Duty Seats
3) Repair lawn clean up of entire yard replace at least two dead or dying shrubs complete irrigation in front and rear yards
4) Install Effective Storm Water Drain w/Grate cut across driveway Parallel to and Out From No Less than 12" nor More than 36" From the Garage Door Frame
5) Appliance Allowance of $1800 L.A. and S.A Realtors to Provide Side by Side Refrigerator
6) Finish Bonus Closet covering exposed insulation with Plywood Painting Add a Shelf with Hanging Rod
7) Light Fixture Allowance of $2000 (not to include recessed) Fixtures to be Chosen by Purchaser from Approved Vendors
8) Under Counter (Incand strip) Kitchen Light over sink
9) Clean all Brick
10) Recaulk and repaint around windows
11) L.A and S.A. Realtors to Provide Replacement of Three Shrubs of Front Landscaping with three seven gallon Crepe Myrtles or purchasers choice
12) Install 2 Receptacles in the Great Room floor and 1 Receptacle in baseboard on back side of Din Rm
13) Install Double Flood lights on both rear corners and one Front Corner of home
14) Install Phone and Cable Receptacle boxes w/wires in two bedrooms missing such
15) Complete vinyl around Garage door
16) Install Laundry Sink in Mudroom
17) Pedestal Sink in 1/2 bath at $225 allowance per Purchaser's selection

WITNESS	SELLER Gilbert A. Goodwin Contractor,Inc.	DATE 3/16/06
WITNESS	SELLER	DATE
WITNESS	PURCHASER Joyce C Berry	DATE 3/16/06
WITNESS	PURCHASER	DATE

ADDENDUM

ADDENDUM DATE March 3 2006

CONTRACT DATED

BETWEEN SELLER Gilbert A. Goodwin Contractor Inc

AND PURCHASER Joyce C Berry

IN REFERENCE TO _____ Irmo, SC 29063 (Lot 29)

THIS ADDENDUM IS HEREBY MADE A PART OF THE ORIGINAL CONTRACT
BOTH PURCHASER AND SELLER AGREE TO THE FOLLOWING

18) Install Hand Held Spray attached to Master Tub faucet at $200 Allowance (installed)
19) Faucet allowance of $1600 allowance per Purchaser's selection
20) Beveled Mirrors Allowance of $750
21) One receptacle above Mantel per Purchaser's Specs
22) Install Digital Thermostats
23) Hardwoods in Foyer Din Rm GreatRm Breakfast Rm Kitchen and both halls (Carolina Hardwoods-CMH Flooring Product-Aberdeen Gunstock CHAG2C @2 and 1/4")
24) Carpet allowance of $20 00 SqYd
25) Attic Flooring of 120 SqFt
26) Install Electric Heat Pump (13 Seer) Per Purchaser's Specs at $180 Allowance to work at outside temperatures above 35 degrees combined with gas unit to come on at temperatures of 35 degrees and below

WITNESS	SELLER Gilbert A. Goodwin Contractor Inc.	DATE 3/16/06
WITNESS	SELLER	DATE
WITNESS	PURCHASER Joyce C Berry	DATE 3/16/06
WITNESS	PURCHASER	DATE

OMB NO 2502 0265

A.	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS 6 FILE NUMBER 03RE7805 / 7 LOAN NUMBER 8 MORTGAGE INS CASE NUMBER

C NOTE: *This fo m s fu nished to g e you a statement of actual settlement costs. Amount pa d to a nd by th e settlement age t a e shown. Items marked "(POC)" were pa d outs de the closing; they a e shown here for informatio al purposes and a e not included n the totals.*

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
G lbert A Goodw Co I acto I c Post Off ce Box 119 Balle t e SC 29002	SEL P operties LLC 1105 Pulaski St eet C l mbi SC 29201	M dland Mortgage C po at o 1500 R hland St eet Col mbia SC 29201

G PROPERTY LOCATION	H SETTLEMENT AGENT 515 32 5410	I SETTLEMENT DATE
Lot 30 Phase I Courtya ds at Rolling C eek I mo SC 29063 Richla d Co ty South Ca ol a Lot 30 The Courtya ds at Roll g H lls	Law Offices of Robert L Luce PLACE OF SETTLEMENT 7523 Irmo Drive Columb a SC 0212	J ly 24 2003

J SUMMARY OF BORROWER S TRANSACTION			K SUMMARY OF SELLER S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			**400 GROSS AMOUNT DUE TO SELLER**		
101 Co I act Sales Pr ce		40 000 00	401 Cont act Sales Pr ce		40 000 00
102 Pe sonal P operty			402 Personal P operty		
103 Sel leme t Cha gos to Bo owe (L 1400)		4 176 70	403		
104			404		
105			405		
Adjustme Is Fo Items Pa d By Selle n ad o ce			*Adjust ents Fo Items Pa I By Seller ad a ce*		
106 C tyltow taxes	to		406 City/town taxes	to	
107 Co ty ta es	to		407 County ta es	to	
108 Assessments	to		408 A sessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		44 176 70	*420 GROSS AMOUNT DUE TO SELLER*		40 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit o earnest money		500 00	501 E cess Deposit (See Inst uct o s)		
202 Principal Amount of New Loan(s)		234 000 00	502 Settlement Charges to Seller (Line 1400)		60 00
203 Ex st ng loan(s) taken subject to			503 E st ng loan(s) taken subject to		
204			504 Payoff of f st Mortgage to Nat o al Ba k of South		32 005 00
205			505 Payoff of seco d Mortgage		
206			506 Deposit eta ned by seller		500 00
207 Construct on D aw		43 676 70	507		
208			508		
209			509		
Adjustments Fo Items U paid By Selle			*Adjustments For Items Unpa d By Seller*		
210 City/town taxes	to		510 City/town taxes	to	
21 County taxes	to		511 Cou ty taxes	to	
212 Assessments	to		512 Assessments	to	
213			513		
214			514		
215			5 5		
216			516		
217			517		
218			518		
219			519		
220 OTAL PAID BY/FOR BORROWER		44 176 70	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		32 765 00
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 G Amo t D F om Bo owe (L e 120)		44 176 70	601 Gross Amount Due To Seller (Line 420)		40 000 00
302 Less Am u t Paid By/Fo Bo rower (Line 220)		(44 176 70)	602 Less Reductio s Due Seller (L ne 520)		(32 765 00)
303 CASH (FROM) (TO) BORROWER		0 00	*603 CASH (X TO) (FROM) SELLER*		7 235 00

The u de signed hereby acknowledge receipt of a complet d copy of pages 1&2 of th s statement & a y attachments eferred to he ein

Borrower Gilbert A Goodwin Co tractor Inc.
BY: Pres

Seller SEL Properties LLC
BY:

4999

L SETTLEMENT CHARGES

700 TOTAL COMMISSION Based on P ice $ @ /		AIO OM O O E S S SE LEMEN	OM E U OS SE EME
Di s on of Commission (l ne 700) as Follows:			
701 $ to			
702 $ to			
703 Comm ssio Pa d at Settlement			
704 to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan O ginatio Fee 1 0000 /	to Midland M rtgage Corpo ato	2 340 00	
802 Loa D sco t /	to		
803 Appra sal Fee	to Midland Mortgage Corporation	225 00	
804 C ed t Report	to		
805 Lende s Inspection Fee	to Mdl d M rtgage C po at on	300 00	
806 Flood Cenification Fee	to Midla d M rtgag Co po at on	25 00	
807 A mpt o Fe	to		
808			
809			
810			
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 I te est From 07/24/03 to 08/01/03 @ $ /day (8 days ?)			
902 Mortgage I su a ce P em um fo mo ths to			
903 Hazard Insurance Prem um fo 1 0 years to			
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insurance	months @ $ p mo th		
1002 Mortgage I surance	mo ths @ $ pe month		
1003 C ty/town ta es	months @ $ p mo th		
1004 County t es	mo ths @ $ per month		
1005 Assessmen s	mo ths @ $ pe month		
1006	mo ths @ $ pe mo th		
1007	months @ $ pe mo th		
1008 Agg egate Adj stme t	mo ths @ $ pe month		
1100 TITLE CHARGES			
1101 S ttl m t or Clos ng Fee	to Law Offices of Robert L L ce	350 00	
1102 Abstract o T tle Sea ch	to Robert L Luce F delity National T tle Age t	150 00	
1103 T tle Exam nation	to		
1104 Title Insu ance Binde	to Robert L L ce Fidel ty N t al Ttl Age t	50 00	
1105 Document Prepa at on	to Law Offices of Robert L Luce Deed		100 00
1106 Notary Fe s	to		
1107 Atto ey s Fees	to		
(ncludes abo e item numbers)			
1108 T tle Insurance	to Robert L. Luce, F delity Nat o al T tle Age t	686 40	
(cl des above item n be s)			
1109 Le de s Co e age	$ 234 000 00 75 00		
1110 Owner s Coverage	$ 234 000 00 6 1 40		
1111 W o n Fee	Bank		
1112 Co e payoff	to Law Offic TR U tL L ce		12 00
1113 Co e to Le de	to Law Offices of Robert L Luce	12 00	
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Reco d g Fees Deed $ 10 10 Mortgage $ 22 10 Releases $		32 20	
1202 City/County Tax/Stamps Deed Rec Fee 44 00 Mortgage			44 00
1203 State Tax/St mps Deed Rec Fee 104 00 Mortgage			104 00
1204 Reco d Ass g m t to Richl d Co ty R M C		6 10	
1205			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 S rvey t			
1302 Pest I spectio to			
1303			
1304			
1305			
1400 TOTAL SETTLEMENT CHARGES (Enter o L s 103 Section J nd 502 Section K)		4 176 70	260 00

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Law Offices of Robert L Luce
Settleme t Agent

5000

(0 87809 VRE 805 0

The Courtyards
At
Rolling Creek
Phase I

781-7685 (A)

This contract made between Gilbert A Godwin Contractor Inc, purchaser and

SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County, State of South Carolina, and being described as follows

Lot 30 Block ____, Phase PH I, The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes, rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 40,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)----$ ~~1,000.00~~ 500.00 4-28-03

Balance upon Delivery of Deed as hereinafter provided. $ ~~39,000.00~~ 39,500.00 4-28-03

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Gilbert A. Goodwin Contractor Inc.
And be delivered at the office of Charles Cooper
Or other stipulated place of closing and transaction closed on or before May 30 2003,
But not later than May 30 2003, 2002, as extended for events or occurrences beyond Seller's control, such as acts of God casualty losses or material shortages

Assessments (if any), taxes, and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years' taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys fees and cost

No officer, agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller, its successor and assigns or any persons owning adjoining property may, at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller's written consent shall be null and ineffectual

The purchaser has made a personal, on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads, which will be inspected during construction by Richland County, shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations, neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended, except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof, the undersigned have set their hands and seals

Signed, Sealed and ~~Delivered~~
In the Presence of

_____

(As to Purchaser)

_____

Address

_____

City, State, Zip Code

_____

(As to Seller)

_____ 4/28/03
President Purchaser Date

_____

Purchaser Date

_____

Telephone – Home

_____

SEL Properties, LLC

By _____

Its _____

(30)

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN
1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER 04-LONG, GEOFFRY A &

7 LOAN NUMBER 7810401790

8 MORTGAGE INS CASE NUMBER

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*

1 0 3/98 (04 LONG GEOFFRY A & VIC PFD/04 LONG GEOFFRY A &

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Geoffrey A Long 112 Savannah Branch Trail (Lot 30) Irmo SC 29063	Gilbert A Goodwin Contractor P O Box 119 Ballentine SC 29002	THREE RIVERS MORTGAGE 144 LEISURE LANE COLUMBIA SC 29210

G PROPERTY LOCATION	H SETTLEMENT AGENT 20 1048020	I SETTLEMENT DATE
12 Savannah Branch Trail (Lot 30) Irmo SC 29063 Richland County South Carolina	THE CONNELL LAW FIRM PLACE OF SETTLEMENT 107 Standard Warehouse Road Lugoff SC 29078	June 9 2004

J SUMMARY OF BORROWER S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		**400 GROSS AMOUNT DUE TO SELLER**	
101 Contract Sales Price	299 000 00	401 Contract Sales Price	299 000 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	2 475 67	403	
104		404	
105		405	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106 City/Town Taxes to		406 City/Town Taxes to	
107 County Taxes to		407 County Taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	301 475 67	*420 GROSS AMOUNT DUE TO SELLER*	299 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**	
201 Deposit or earnest money	2,000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)	284 050 00	502 Settlement Charges to Seller (Line 1400)	19 256 30
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first Mortgage to TierOne Bank/01 121	215 107 39
205		505 Payoff of second Mortgage	
206		506 Deposit retained by broker	2,000 00
207		507	
208 Appraisal & Credit Report **	360 00	508 Appraisal & Credit Report **	360 00
209 Earnest Money Deposit/ Seller	7,000 00	509 Earnest Money Deposit/ Seller	7,000 00
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210 City/Town Taxes to		510 City/Town Taxes to	
211 County Taxes 01/01/04 to 06/10/04	116 40	511 County Taxes 01/01/04 to 06/10/04	116 40
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	293 526 40	*520 TOTAL REDUCT AMT DUE SELLER*	243 840 09
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Borrower (Line 120)	301,475.67	601 Gross Amount Due To Seller (Line 420)	299,000 00
302 Less Amount Paid By/For Borrower (Line 220)	(293 526 40)	602 Less Reductions Due Seller (Line 520)	(243 840 09)
303 CASH (X FROM) (TO) BORROWER	7,949 27	*603 CASH (X TO) (FROM) SELLER*	55 159 91

HUD 1 (3-86) RESPA, HB4305 2

L SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
TOTAL COMMISSION Based on Price	$ 299 000 00 @ 6 0000 %	17 940 00		
Division of Commission (line 700) as Follows				
701 $8,670 00	to DUTCH FORK REALTY			
702 $8,670 00	to ASSET REALTY INC	Less Deposit Retained 2,000 00		
703 Commission Paid at Settlement				15,340.00
704	to			
Note Line 701 Includes Adjustment of	300 00 For Gasline			
Note Line 702 Includes Adjustment of	300 00 For Gasline			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN				
801 Loan Origination Fee 0 2464 %	to Three Rivers Mortgage			700 00
802 Loan Discount /	to			
803 Application Fee	to Three Rivers Mortgage	$360 00 POC**		
804 Underwriting Fee	to THREE RIVERS MORTGAGE			495.00
805 Final Inspection Fee	to Three Rivers Mortgage	-		75.00
806 Fee Paid by Three Rivers Mtg	to U S Bank	$335 00 POC		
807 YSP Paid by US Bank	to Three Rivers Bank	$3905 69 POC		
808				
809				
810				
811				
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901 Interest From 06/09/04 to 07/01/04	@ $ 44 740000/day	(22 days)	984 50	
902 Mortgage Insurance Premium	months			
903 Hazard Insurance Premium	1 0 years	State Farm / Jon S Cooper Agent	975 00	
904				
905				
1000 RESERVES DEPOSITED WITH LENDER				
1001 Hazard Insurance	2 000 months @ $ 81 25 per month		162 50	
1002 Mortgage Insurance	months @ $ per month			
1003 City/Town Taxes	months @ $ per month			
1004 County Taxes	8 000 months @ $ 22 05 per month		176.40	
1005 Assessments	months @ $ per month			
1006	months @ $ per month			
1007	months @ $ per month			
1008 Aggregate Adjustment	months @ $ per month		28 98	
1100 TITLE CHARGES				
1101 Settlement or Closing Fee	to			
1 02 Abstract or Title Search	to F Thomas Abstract, Inc			180.00
1103 Title Examination	to			
1104 Title Insurance Binder	to JOSEPH N CONNELL ATTORNEY			75 00
1105 Deed Preparation	to JOSEPH N CONNELL ATTORNEY			125 00
1106 Notary Fees	to			
1107 Attorney's Fees	to JOSEPH N CONNELL ATTORNEY			325.00
(includes above item numbers		)		
1108 Title Insurance	to First American Title Insurance Company		108 25	540 00
(includes above item numbers		)		
1109 Lender's Coverage	$ 284 050 00			
1110 Owner's Coverage	$ 299 000 00			
1111 Costs, Copies & Fax	to JOSEPH N CONNELL ATTORNEY		25.00	
1112 Wire Fee	Escrow Account			
1113 Express Fee	to JOSEPH N CONNELL ATTORNEY	2 @ 25 00	25 00	25 00
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201 Recording Fees Deed $ 10 00	Mortgage $ 26 00	Releases $ 10 00	26 00	20 00
1202 City/County Tax/Stamps Deed	1 106 30 Mortgage			1,106.30
1203 State Tax/Stamps	Revenue Stamps	Mortgage		
1204 Record Power of Attorney	to Richland County Register of Deeds		15 00	
1205 Record Assignment	to Richland County Register of Deeds		7 00	
1300 ADDITIONAL SETTLEMENT CHARGES				
1301 Survey	to			
1302 Pest Inspection	to			
1303 Home Inspection	to Owen Wilson & Associates LLC			250 00
1304 New Home Warranty	210 New Home Warranty	POC		
1305				
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			2 475 67	19 256 30

Sel er paid costs per cont act $3 000 00

REALTOR®

UNITED, REALTORS®

Each Office Independently Owned and Operated

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation **Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status**

1 DATE A contract to purchase is offered this 28TH day of April year 2004
by Wilfred L and NANCY B FULCHER Purchaser(s)
to GOODWIN CONSTRUCTION, INC Seller(s)

2 PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in RICHLAND County South Carolina and being described as follows LOT 30
Street City IRMO Zip 29063
TMS# 00226000 4006 Subdivision COURTYARDS @ ROLLING CREEK

3 PRICE The sales price is $ 299,900.00 to be paid as follows
A $ 7,500.00 Earnest money paid by [ ] cash [✓] check [ ] other held in trust by CB United Realtors
B $ Additional earnest money to be deposited with prior to
C $ 292,400.00 Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [ ] CONVENTIONAL [ ] SELLER [✓] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract written verification of sufficient and available funds for the specified date of closing Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5 CLOSING COSTS DISCOUNT POINTS ~~If a new loan is obtained~~ Purchaser's closing costs to be paid by the PURCHASER and the Purchaser's prepaid items to be paid by the PURCHASER N/A
PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the N/A
[ ] To be financed Discount Points (if any) to be paid by N/A
If Seller pays closing costs prepaid items (PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee), and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ -0-

6 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank

7. ADDITIONAL CONTINGENCIES [ ] Complete the sale and closing of Purchaser's property located at _____ It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller s Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser s acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser s property Any documentation regarding the sale of Purchaser s property to be furnished upon request

[✓] Complete the closing of the sale of Purchaser s property currently under contract on or before July 14, 2004 Property is located at 193 Stoneridge Ct Blythe and documentation pertaining to this sale will be provided by Purchaser upon request

[✓] Other Oates factory home inspection within 5 business days of home completion; final walk through to be done a minimum of 7 business days prior to closing; any defects found to be corrected before closing

8 INSPECTIONS

A Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ~~ten (10) business days~~ after ~~acceptance of contract~~, to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser s written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller s Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accompanied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser s home inspection repair addendum

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller s written counterproposal to notify Seller or Seller s Agent of his acceptance of Seller's counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller s rejection to notify Seller or Seller s Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser s failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser s acceptance of the deed at closing shall constitute Purchaser s full acceptance of the condition of the property and a waiver of Purchaser s right to object to any defects found by the home inspection(s)

B Termite Inspection (seal treatment letter provided at closing)

Notwithstanding the provisions of Section 8A [ ] Purchaser [ ] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing

C Heating & Air Inspection (warranties provided @ closing)

Notwithstanding the provisions of Section 8A [ ] Purchaser [ ] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing Aforementioned not guaranteed for any period of time after closing

D Lead-Based Paint Inspection N/A

If this home was built prior to 1978 it may contain lead-based paint This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead based paint hazards at the Purchaser s expense until midnight on the tenth (10th) business day after acceptance of this contract This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time limits The Seller may at the Seller s option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a Disclosure of Information and Acknowledgment Lead Based Paint and/or Lead Based Paint Hazards is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

A Settlement Statement (2)

U S Dep tment of Ho ng and U ba D velopme t

OMB No 2502 0265

B Type of Loan					
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unis	6 File Number 2004 90	7 Loan N mbe 30015313	8 No tgage I C e N mbe
4 [ ] VA 5 [X] Conv Ins			

C No e Th s form f sh d to g ve you a statement of actual ttlement ost Amount paid to and by the s ttlement agent are h wn Items marked (POC) were paid outside the clo ing they a e shown here for informational purpos s nd re no included in th totals 3 0 01 92 (IS/MONROE J&M/2004 90)

D Nam and Add es of Bo rowe	E Name and Address of Seller	F Name a d Addres of Lende
JOSEPH C MONROE AND MARY E MONROE	GILBERT A GOODWIN CONTRACTOR INC Po t Offi Box 119 B llent ne SC 29002	FIRST CITIZENS BANK & TRUST COMPANY OF SOUTH CAROLINA Po t Office Box 11757 Columbia SC 29211

G P pe ty Loc ion

Lot 32 The Cu ty ds @ Rolling Cr ek

H S ttl nt A nt
GEORGE E LAFAYE III

I Settlement Date
Ma ch 29 2004

Pl c o Settlem nt
2711 Middl burg D ve S ite 210 Columbia SC 29204

J Summary of Bo o T nsa tion		K Summary f S ll s Transaction	
100 G oss Amo nt D e From Bo ower		400 Gross Amount D e To Selle	
01 Co tr t Sales Pr ce	288 500 00	401 Cont act S les Price	288 500 00
102 P so al P op ty		402 P on l P op ty	
103 S tlem nt cha ges to borrower (line 1400)	3 575 29	403	
104		404	
105		405	
Adju nen fo t ms pa d by seller in dv n e		Adju tme ts for items paid by seller i dv n e	
106 C ty/town taxes to		406 City/town t s o	
107 Co n y es to		407 County taxes to	
108 As sme t to		408 A essments to	
109		409	
1 0		410	
111		411	
112		412	
120 G o s Amount Due F om Bo ow	292 075 29	420 G o Amou t Due To S lle	288 500 00
200 Amounts Paid By Or In Behalf Of Borrower		00 Reductions In Amount Due Seller	
201 Deposit or earnest money	2 500 00	501 Exc s depo it (e in tru t on)	
202 P in ip l mo nt of new loan( )	274 050 00	502 S ttlement charges to ell (l 1403)	18 547 65
203 Existing lo n( ) t k ubj t to		503 Existing loan take ubj ct to	
204		504 P yoff 1st Mtg to TIERONE BANK	224 236 15
205		505 P yoff of o d mo tg ge loan	
06		506	
207		07	
208 Additional Earne t Money	7 500 00	508 Additio l Ear est Money	7 500 00
209		09	
Adj stm nts for t ms unp id by ell		Adjustment fo tems u p id by s lle	
210 C y/town x s to		510 City/town taxes to	
211 C u y t x o		511 County ta to	
212 A sm t to		512 Assessments to	
213 2004 Pro R t T s 01 01 04 to 03 30 2004	219 13	513 2004 P o Rata Taxes 01 01 04 to 03 30 2004	219 13
214		514	
2 5		515	
216		516	
217		517 Inspe t ons to M dla d Mo tgag Co p	100 00
218		518	
219		519	
220 To l Pa d By/Fo Bo row r	284 269 13	5 0 T tal Reduction Amount Due S ller	250 602 93
300 C h At Settlement F om/To Borrower		600 C h At Settlement To/Fro Sell	
301 G o s amou t d f om bo row (lin 120)	292 075 29	601 G os mount du t elle (line 420)	288 500 00
2 L m un p id by/fo bor ow r(li 220)	(284 269 13)	602 L ss r ductio in amt d e elle (line 520)	(250 60 93)
303 C h [X] F om [ ] Io Bo rower	7 806 16	603 C sh [X] To [ ] From Sell r	37 897 07

I d ig ed h by acknowledge ceipt of a compl ted opy of pag s 1&2 of thi tatement & any ttachments efe ed to here

I HAVE CAREFULLY REVIEWED THE HUD 1 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 THE HUD 1 SETTLEMENT STATEMENT

Buy r/Bo ow r JOSEPH C MONROE

Buy /Borrow MARY E MONROE

Sell r GILBERT A GOODWIN CONTRACTOR INC

S ller By Secretary

TO THE BEST OF MY KNOWLEDGE THE HUD 1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

GEORGE E LAFAYE III

GEORGE E LAFAYE III

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

HUD 1 (3 86) RESPA HB 4305 2

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Purchaser Date 11/6/02

(As to Purchaser)

14 Kennet

Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

By Mayer

(As to Seller)

Its

5039

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of DBA Woodmen Contractor, Inc
And be delivered at the office of _____ to be determined
Or other stipulated place of closing and transaction closed on or before 12/28/02
But not later than 12/28/02 2002 as extended for events or occurrences beyond Seller's control such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro-rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year's property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller's written consent shall be null and ineffectual

5038

The Courtyards
At
Rolling Creek
Phase I

This contract made between EBH/Leeds Construction, Inc purchaser and

_____ SLL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek on Highway 126 near the Town of Irmo in Richland County State of South Carolina and being described as follows

Lot 32 (31) Block — Phase I The Courtyards at Rolling Creek Subdivision Irmo S C 29063

The conveyance is and will be subject to the following

Prorata taxes and assessments not yet due and payable
All matters which would be revealed by an accurate survey or inspection of the property

- Existing easements and restrictive covenants of record including any shown on recorded plats and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is — $ 41,000.00
To be paid as follows
Deposit or Reservation Money (Cash__ Check__) $ 500.00
Balance upon Delivery of Deed as hereinafter provided $ 39 500.00

Seller does hereby reserve the right due to final engineering and survey requirements to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

5037

L. SETTLEMENT CHARGES	FILE # GOODWIN7	PAID FROM BORROWER S FUNDS AT SETTLEMENT	PAID FROM SELLER S FUNDS AT SETTLEMENT
700 TOTAL SALES/BROKER S COMMISSION based on p ice $	@ -		
Divis o of commission (line 700) as follows			
701 $ to			
702 $ to			
703 Commission pa d at Settlement			
704			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Originat on Fee %	Midland Mortgage Corporation	2 320 00	
802 Loan Discount %			
803 Appraisal Fee to	Midland Mortgage Corporation	225 00	
804 C edit Report to			
805 Lender s Inspection Fee to	Midland Mortgage Corporation	300 00	
806 Mtg Ins Appli ation Fee to			
807 Assumption Fee to			
808 Flood Certification Fee	Midland Mortgage Corporation	25 00	
809			
810			
811			
812			
813			
814			
815			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Inte est f om to	@ $ /day Days		
902 Mortgage Insurance P emium fo to			
903 Hazard I surance P emium fo y s to			
904			
905			
1000 RESERVES DEPOSITED WITH LENDER FOR			
1001 Haze d Insu a ce mo @$ /mo			
1002 Mortgage Insurance mo @$ /mo			
1003 City property ta es mo @$ /mo			
1004 County property taxes mo @$ /mo			
1005 A nual Assessments mo @$ /mo			
1006 mo @$ /mo			
1007 mo @$ /mo			
1008			
1100 TITLE CHARGES			
1101 Settlement or closing fee to			
1102 Abst act or t tle sea ch to	Blue Granite Title LLC	203 00	
1103 Title examination to			
1104 Title insurance binder to	Cooper Coffas Title	75 00	
1105 Docum nt p epa at on to	Cooper Coffas		150 00
1106 Notary fees to			
1107 Attorney s fees to	Cooper Coffas	350 00	
(includes above items No 1101 1103)			
1108 T tle nsurance to	Cooper Coffas Title	232 00	
(includes abo e tems No)			
1109 Lender's coverage $ 232 000 00	212 00		
1110 Owner's coverage $			
1111			
1112			
1113			
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording fees Deed $ 10 10	Mortgage $ 22 10 R l a s $ 6 00	32 20	6 00
1202 City/county/st mps Deed $	Mortgage $		
1203 State tax/stamps Deed $ 148 00	Mortgage $		148 00
1204			
1205			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey to			
1302 Pest Inspection to			
1303 Overn ght mailings	Cooper Coffas		10 00
1304 Copies faxes	Coope Coffas	25 00	
1305			
1306			
1307			
1308			
1400 TOTAL SETTLEMENT CHARGES (enter on lines 103 a d 502 Sections J and K)		3 787 20	314 00

av ly rev w s th HUD 1 Se tlement S atement and as of my knowledg nd b lie ty and ac rat st tems t of ac ipt d sbursems made on my ac ount or by me this transaction I further rece ved a copy of he UD Sett m St tement

Buyer/Borrower Seller

Buyer/Borrower Seller

COOPE COFFAS MOORE & GRAY PA Dat

5028

RESPA HB 4305 2 -- REV HUD 1 (3/86)

A SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan

_ FHA _ FmHA 3 _X_ Conv Unins _ VA 5 _ Conv In	6 Numbe GOODWIN7	7 Loan Numbe	Mortgage Insu ance Cas Numbe

C NOTE This form is furn shed to give you a statement of actual settlement costs Amounts paid to and by the settlement agent a e shown Items marked (P O C) we e paid outside the clos ng they are shown here for information purposes and are not included n the totals

D Name and Address of Bor ower	E Name and Address of Seller	F Name and Add ess of Lende
Goodwin Construction Inc Post Office Box 119 Ballentine S C 29002	SEL Properties LLC Post Office Box 11641 Columbia SC 29211	Midland Mortgage Corporation 1500 Richland Street Columbia SC 29201

G Property Location	H Settlement Agent Cooper Coffas Moore & Gray PA	
Lot 32 Phase I Rolling Creek Irmo SC Lot 32 The Courtyards at Rolling Creek	Place of Settlement 1416 Laurel Street Columbia South Carolina 29211	I Settlement Date 12/19/02

J SUMMARY OF BORROWER S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 Gross Amount Due From Borrower		**400 Gross Amount Due To Seller**	
101 Cont act sales p ice	40 000 00	401 Cont act ales price	40 000 00
102 Pe sonal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3 787 20	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106 C ty/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	43 787 20	420 GROSS AMOUNT DUE TO SELLER	40 000 00
200 Amounts Paid By or In Behalf of Borrower		**500 Reductions In Amount Due To Seller**	
201 Deposit or earnest money	500 00	501 Excess Deposit (see instructions)	500 00
202 Princ pal amount of new loan(s)	*43 287 20	502 Settlement charges to selle (line 1400)	314 00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 *First draw of loan in the total amount of $232,000 00		504 Payoff of first mortgage loan The National Bank of South Carolina	32 000 00
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 C ty/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	43 787 20	520 TOTAL REDUCTION AMOUNT DUE SELLER	32 814 00
300 Cash At Settlement From or To Borrower		**600 Cash At Settlement To or From Seller**	
301 G oss amount due f om borrower (line 120)	43 787 20	601 Gross amount due to seller (line 420)	40 000 00
302 Less amounts paid by/for borrowe (line 220)	43 787 20	602 Less reduction amount due seller (line 520)	32 814 00
303 CASH FROM BORROWER		603 CASH TO SELLER	7 186 00

SUBSTITUTE FORM 1099 SELLER STATEMENT The information retained rein is mportan ax In rmation and being furnished th Internal Revenu Servic If you e requ ed to fi stum s negligence penalty or other anction will b imposed on you f this item i required to be reported and the IRS determine he has ot been reported The Contrac Sale Pric described on Line 401 above constitutes the Gross Proceeds of this transaction

SELLER NSTRUCTIONS If thi real estate was your principal residenc Se Form 2 19 Sale or E change of Principal Resi ence, or an gal w yo inc me stum or ther anaac ons complet th applicabl parts of Form 797 Form 6252 and/or Sc edule D (Form 040)

You re required by l w to provide COOPER COFFAS MOORE & GRAY PA (570858499) with you correc xp yer den tion number ou do not provide yo rrec payer dentific tio number you may be ubjec to fed or criminal penal ies mposed by law Under penalties of perjury, I certi y that the number hown on thi te rme my rrec taxp er identificatio number

IN _____ SELLER SIGNATURE _____ 5027

RESPA HB 4305 2 REV HUD 1 (3/86)

CML (51)

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained Gilbert A Gaskin Contractor, Inc (herein called OWNER) and Dutch Fork Realty LLC (herein called BROKER/LISTING FIRM) agree as follows For the period of time beginning on 8-19-05 20 and ending at midnight on 8-19-06 or Owner hereby grants to Broker the sole and exclusive right to sell the real property known as Lot 31 114 Savannah Beach Lane IRMO SC 29063 Broker hereby accepts employment as the sole and exclusive agent of the Owner to sell the property subject to the following terms and conditions

B RECOGNIZING THAT PROFESSIONAL REPRESENTATION OF BOTH A BUYER AND A SELLER IS CRITICALLY IMPORTANT IN ANY REAL ESTATE TRANSACTION NO PROPERTY SHALL BE LISTED WITH THE CMLS UNLESS THE AGREEMENT BETWEEN THE SELLER AND THE LISTING FIRM EXPRESSLY REQUIRES ACTIVE INVOLVEMENT BY THE LISTING FIRM IN THE MARKETING SALE AND CLOSING OF THE PROPERTY FAILURE TO ABIDE BY THIS PRECEPT SHALL CAUSE A PROPERTY TO BE DE LISTED AND MAY SUB JECT THE LISTING FIRM/COMPANY TO EXPULSION FROM CMLS

C SALE PRICE Sa d property is hereby listed to sell for the gross sale price of $ 362,500 or for such other price or upon such other term (including exchange) to which owner may subsequently agree during the authorization period Owner agrees to pay Broker a fee of 6% computed upon the gross sales price in any of the following events (1) the closing of a sale of the property during the authoriza tion period or as a result of a contract secured during the authorization period or (2) The signing by Owner of a valid contract to sell the property but Owner a is or refuses to complete the sale as agreed or (3) The presentation to Owner of a valid and a bonalide written offer to purchase the property which complies with the terms and condition specified herein A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein is non contingent and is on a form adopted or recommend by a local Board of Realtors or substantially s milar thereto The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period or if the Owner sells or obtains the contract to sell the property within 30 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period This protection period for the Broker beyond the authori zation period will be automatically terminated if the Owner enters into a listing agreement with another Broker during the protection period The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner re uses to accept and/or execute a contract which complies with the terms and conditions hereof Owner agrees to pay the costs and expenses including attorney s fees incurred by Broker as a result of enforcing the provision of this agreement The owner shall pay at closing the real estate commission a fee for preparing the deed the deed stamps required on the deed recording of satisfaction and prorated taxes as of the day of closing The term sale shall include any exchange swap or trade of the herein described property

D MARKETING THE PROPERTY The Broker has the opt on but is not required to continue marketing the property after an offer has been accept ed Owner may terminate this option by giving written notice to Broker Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indem nify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom **Internet yes** ✓ **no** ____ (initial one)

E CALL FAX E MAIL Seller agrees to allow any Agent/Member to call e mail or fax information regarding the sale of their property

F INQUIRIES Owner agrees to inform Broker of any inquires or negotiations concerning the sale of the property

G PROPERTY INFORMATION Owner agrees to furnish Broke with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property Owner warrants that to his knowledge there are no material defects hidden or oovious in or on the property which have not been disclosed to Broker in writing Owner further warrants that he has reviewed the information on the profi e sheet attached to and made a part of this Agreement and that all such information is accurate to the best of his knowledge Owner here by authorizes anyone having a lien against the property to disclose complete information about the lien to Broker

H PERSONAL PROPERTY The real estate described herein includes all fixtures equipment and improvements of any kind which are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas clothes line poles curtain/drapery rods ceiling fans attached mirrors and light bulbs as well as all built ins such as equipment appliances cabinets furniture and shel es unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

I DISCLOSURE O INFORMATION Latent Defects Owner authorizes Broker to d sclose pertinent information about the property to his agents subagents prospective purchasers and all inquiring parties Such d sclosure shall be in the manner or form customary in the marketplace Owner agrees o disclose in writing to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view and to indemnify and hold Broker harmless from any costs claims liabilities or damages (including the cost to defend any alleged claims) arising f om the Owne s fa lure to disclose any such defect This indemnify shall include the costs incurred in enforcing the provisions of this indemnity including reasonable attorney s fees Known defects are as follows

J EXECUTED PROPERTY DISCLOSURE FORM as required by SC Code of Laws as amended section 27 50 10 et seq must accompany this listing (if appl cable)

K INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective pur chase s as deemed reasonably necessary by Broker

L NON DISCRIMINATION It is agreed that this property is listed in full compliance with local state and federal fair housing laws against dis crimination on the basis of race color religion sex handicap familial status or national origin

M LOCKBOX Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS **Owner (✓) does ( ) does not agree for a CMLS lockbox** containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox Owner understands and specifically assumes this risk Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore **The lockbox must be a MLS approved lockbox** This does allow for an Agent to hang the CML lockboxes on the property along with one of his choosing if so desired

N SIGNAGE Owner autho zes Broker the right to display For Sale sign on the property and remove all other signs All signage placed on the li ted property must be signage approved by CMLS No For Sale by Owner sign may be placed on the property

O AGENCY RELATIONSHIPS Agent has advised Seller of Brokers general company policy regarding cooperation with Subagents Buyers Agents or bo h and Seller agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Agent (Listing Firm) and an Agency Disclosure Brochure regard ing Agency Relationsh ps in Real Estate ✓ Seller acknowledges that after entering into this written agency contract Agent might request a mod f cat on in order to act as a **dual agent** or a **designated agent** in a specific transaction If asked Permission to act as a **dual agent** will not be considered ✓ Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction if I agree I will execute a separate written **Dual Agency Agreement** ✓ Permission to act as a **designated agent** will not be considered ____ Permi sion to act as a **designated agent** may be considered at a time I am provided with information about the other party to a transaction If I agree I will execute a separate written **Designated Agency Agreement** ____

P NO CONTROL OF COMMISSION RATES OR FEES Under the long established policy of CMLS the Broker s compensation for services ren dered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed controlled suggested recom mended or maintained by the CMLS or by any persons not a party to the listing agreement The compensation paid by the Listing Broker to a Co operating Broker in respect to any listing is established by the Listing Broker in his offer of co operation and is not fixed controlled suggested rec ommended or maintained by the CMLS or by any persons other than the Listing Broker and his or her subagent

Q SPECIAL STIPULATIONS The following stipulations shall if conflicting with printed matter control

R MEDIATION All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such tha mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder This mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15 48 10 et seq shall no apply to this Contract

S EARNEST MONEY Owner authorizes Broker to accept and hold on behalf of Owner an earnest money deposit in accordance with the terms of any written contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may retain one-half (1/2) of such deposit but not exceeding the total amount of Broker s fee Should Broker incur any costs including attorney s fees as a result o the release of any of the earnest money deposit to Owner Owner will reimburse Broker for such costs

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED

WITNESS	OWNER	SS#	DATE 8/19/05
WITNESS	OWNER	SS#	DATE
BROKER S COMPANY Dutch Fork Realty LLC	By BROKER'S SIGNATURE Agent		DATE 8/19/05

206 Cedar View Dr
Irmo SC 29063
BROKER S MAILING ADDRESS

OWNER S MAILING ADDRESS

PHONE 749-2100 PHONE

THIS IS A LEGALLY BINDING CONTRACT ALL BLANKS MUST BE FILLED IN IF INFORMATION DOES NOT APPLY INSERT N/A ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER

R 1/05

The purchaser has made a personal on-the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended, except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing.

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed, Sealed and Delivered
In the Presence of

Purchaser Date 2/03/04
President

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City, State Zip Code

SEL Properties LLC

(As to Seller) Stacey Matson

By

Its

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of To be decided Gilbert H Goodwin Contractor Inc
And be delivered at the office of To be determined
Or other stipulated place of closing and transaction closed on or before March 15 2004
But not later than March 15 2004, 2002 as extended for events or occurrences beyond Seller s control, such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection, including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The Courtyards
At
Rolling Creek
Phase I

This contract made between G Hunt A Goodwin Contractor Inc. purchaser and

_____ SEL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot 31 Block. ____, Phase I, The Courtyards at Rolling Creek Subdivision, Irmo S C 29063

The conveyance is and will be subject to the following·

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- ----$ 40,000 00
To be paid as follows
Deposit or Reservation Money (Cash__Check ✓)---$ 500 00

Balance upon Delivery of Deed as hereinafter provided $ 39,500 00

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change alter or modify the location shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

** TOTAL PAGE 01 **

L SETTLEMENT CHARGES FILE # GOODWIN9			PAID FROM BORROWER S FUNDS AT SETTLEMENT	PAID FROM SELLER S FUNDS AT SETTLEMENT
700 TOTAL SALES/BROKER S COMMISSION based on price $	@ =			
Divis on of ommission (line 700) as follows				
701 $	to			
702 $	to			
703 Commission p id t Settlement				
704				
800 ITEMS PAYABLE IN CONNECTION WITH LOAN		P O C		
801 Loan O igination Fee	%	Midland Mortgage Corporation	2 520 00	
802 Loa Discount	%			
803 App aisal Fee	to	Midla d Mor gage Corporation	225 00	
804 C ed t Report	to			
805 Lender s Inspection Fee	to	Midland Mortgage Co poration	250 00	
806 Mtg Ins Applic tio Fee	to			
807 Assumption Fee	to			
808 Flood Certification Fee		Midland Mortgage Corpo ation	25 00	
809				
810				
811				
812				
813				
814				
815				
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901 Interest from	to	@ $ /day Days		
902 Mortgage Insurance Premium for	to			
903 H za d I surance Premium for	yrs			
904				
905				
1000 RESERVES DEPOSITED WITH LENDER FOR				
1001 Haza d Insu anc	mo @$	/mo		
1002 M tgag Ins a e	mo @$	/mo		
1003 City property taxes	mo @$	/mo		
1004 County p operty ta es	mo @$	/mo		
1005 An ual Assessments	mo @$	/mo		
1006	mo @$	/mo		
1007	mo @$	/		
1008				
1100 TITLE CHARGES				
1101 S ttlem t or clos g fee	to			
1102 Abstract or title sea ch	to	Blue Granite Title LLC	174 00	
1103 Tle mn i n	to			
1104 Title insurance b de	to	Cooper Coffas Title	75 00	
1105 D m tp pa tio	to	Cooper Coffas		150 00
1106 Notary fees	to			
1107 Atto e s fees	to	Cooper Co fas	375 00	
(Incl ides abo e items No	1101 1103	)		
1108 Title u a ce	to	Cooper Coffas Ti le	252 00	
(Includes above items No		)		
1109 Lender s overage $	252 000 00	252 00		
1110 Ow er s co e ag $				
1111				
1112				
1113				
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201 Re o d g fees	Deed $ 10 10	Mo tgage $ 22 10 Release $ 6 00	32 20	6 00
1202 C ty/cou ty/stamps	Deed $	Mortgage $		
120 State tax/stamps	Deed $ 148 00	Mortgage $		148 00
1204				
120				
1300 ADDITIONAL SETTLEMENT CHARGES				
1301 Survey	to			
1302 Pest spect on	to			
1303 O ernight mailings	Cooper Coffas			10 00
1304 Copies faxes	Cooper Coffas		5 00	
1305				
1306				
1307				
1308				
1400 TOTAL SETTLEMENT CHARGES (ente on lines 103 d 02 Sections J a d K)			3 963 20	314 00

h reluctly owed he HUD S tl m nt Sta em n nd to th bes I my owledge an ru nd ec ur t m n eceipts nd disb eme
ma my ord by m ship ment dm/ unte ef y he I hav ovided a co he HUD Se n St ement

B Sig Sell

Buy /Borrower S 4/22/04 Dat

5018

COOPER COFFAS MOORE & GRAY PA
S ttlement Ag nt

RCSPA HB 4305 2 REV HUD 1 (3/86)

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number: GOODWIN9	7. Loan Number	8. Mortgage Insurance Case Number

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 (P.O.C.) were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Gilbert A. Goodwin Contractor, Inc. Post Office Box 119 Ballentine, S.C. 29002	S.L. Properties, LLC Post Office Box 11641 Columbia, SC 29211	Midland Mortgage Corporation 1500 Richland Street Columbia, SC 29201

G. Property Location	H. Settlement Agent	I. Settlement Date
Lot 31, Phase I, Rolling Creek Irmo, SC Lot 31 The Courtyards at Rolling Creek	Cooper, Coffas, Moore & Gray, PA Place of Settlement 1416 Laurel Street Columbia, South Carolina 29211	04/22/04

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	40,000.00	401. Contract sales price	40,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,963.20	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	43,963.20	420. GROSS AMOUNT DUE TO SELLER	40,000.00
200. Amounts Paid By or In Behalf of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money	500.00	501. Excess Deposit (see instructions)	500.00
202. Principal amount of new loan(s)	43,381.50	502. Settlement charges to seller (line 1400)	314.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan The National Bank of South Carolina	32,000.00
205.		505. Payoff of second mortgage loan	
206.		506. Payment of 2003 real estate taxes	304.31
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 04/22	81.70	511. County taxes 01/01 to 04/22	81.70
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	43,963.20	520. TOTAL REDUCTION AMOUNT DUE SELLER	33,200.01
300. Cash At Settlement From or To Borrower		**600. Cash At Settlement To or From Seller**	
301. Gross amount due from borrower (line 120)	43,963.20	601. Gross amount due to seller (line 420)	40,000.00
302. Less amounts paid by/for borrower (line 220)	43,963.20	602. Less reduction amount due seller (line 520)	33,200.01
303. CASH FROM BORROWER		603. CASH TO SELLER	6,799.99

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price reported on Line 401 or 403 is the amount to be reported to the IRS for this real estate.

SELLER'S INSTRUCTIONS: This settlement statement correctly reflects the gross amount I am receiving for my property (or my net proceeds) in connection with this settlement. I have requested payments to be made in accordance with this statement and authorize their disbursement as indicated. I have received a copy of this settlement statement.

You are required by law to provide COOPER, COFFAS, MOORE & GRAY, PA (570858.00) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Title _____ SELLER SIGNATURE _____

5017

RESPA HUD-1 052 REV. HUD-1 (3/86)

0002739

The purchaser has made a personal on the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

_____
(As to Purchaser)

_____
Address

_____
City State Zip Code

_____
(As to Seller)

_____ Purchaser Date 2/09/04
Merchant

_____ Purchaser Date

_____ Telephone - Home

_____ SEL Properties LLC

By _____

Its _____

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of To be decided Gilbert A Goodwin Contract Buyer
And be delivered at the office of To be determined
Or other stipulated place of closing and transaction closed on or before March 15 2004
But not later than March 15 2004 2002 as extended for events or occurrences beyond Seller s control such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The Courtyards
At
Rolling Creek
Phase I

This contract made between Goodwin Contractor Inc. (Gilbert) purchaser and

SEL Properties, LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County, State of South Carolina, and being described as follows

Lot 31 Block ____, Phase I, The Courtyards at Rolling Creek Subdivision
Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- ------- -----$ 40,000 00
To be paid as follows
Deposit or Reservation Money (Cash__ Check ✓)--- -$ 500 00 set - did not receive - motions deposited

Balance upon Delivery of Deed as hereinafter provided $ 39,500 00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

5013

L. SETTLEMENT CHARGES	FILE # GOODWIN9		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL SALES/BROKER'S COMMISSION based on price $	@ =			
Division of Commission (line 700) as follows				
701 $	to			
702 $	to			
703 Commission paid at Settlement				
704				
800 ITEMS PAYABLE IN CONNECTION WITH LOAN		POC		
801 Loan Origination Fee	/	Midland Mortgage Corporation	2 520 00	
802 Loan Discount	%			
803 Appraisal Fee	to	Midland Mortgage Corporation	225 00	
804 Credit Report	to			
805 Lender's Inspection Fee	to	Midland Mortgage Corporation	250 00	
806 Mtg. Ins. Application Fee	to			
807 Assumption Fee	to			
808 Flood Certification Fee		Midland Mortgage Corporation	25 00	
809				
810				
811				
812				
813				
814				
815				
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901 Interest from	to	@$ /day	Days	
902 Mortgage Insurance Premium for	to			
903 Hazard Insurance Premium for	year(s)			
904				
905				
1000 RESERVES DEPOSITED WITH LENDER FOR				
1001 Hazard Insurance	mo @$	/mo		
1002 Mortgage Insurance	mo @$	/mo		
1003 City property taxes	mo @$	/mo		
1004 County property taxes	mo @$	/mo		
1005 Annual Assessments	mo @$	/mo		
1006	mo @$	/mo		
1007	mo @$	/mo		
1008				
1100 TITLE CHARGES				
1101 Settlement or closing fee	to			
1102 Abstract or title search	to	Blue Granite Title LLC	174 00	
1103 Title examination	to			
1104 Title insurance binder	to	Cooper Coffey Tit	75 00	
1105 Document preparation	to	Cooper Coffey		150 00
1106 Notary fees	to			
1107 Attorney fees	to	Cooper Coffey	375 00	
(includes above items No: 1101 1103)				
1108 Title insurance	to	Cooper Coffey Title	252 00	
(includes above items No:)				
1109 Lender's coverage $	252 000 00	252 00		
1110 Owner's coverage $				
1111				
1112				
1113				
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201 Recording fees	Deed $ 0 10	Mortgage $ 22 10	Releases $ 6 00	2 20	6 00
1202 City/county/stamps	Deed $	Mortgage $		
1203 State tax/stamps	Deed $ 148 00	Mortgage $			148 00
1204				
1205				
1300 ADDITIONAL SETTLEMENT CHARGES				
1301 Survey	to			
1302 Pest Inspection	to			
1303 Overnight expenses	Cooper Coffey			10 00
1304 Copies faxes	Cooper Coffey		35 00	
1305				
1306				
1307				
1308				
1400 TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502 Section J and K)			983 20	314 00

Each of us has read the HUD Settlement Statement and to the best of our 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 the HUD Settlement Statement.

Borrower [signature] Date

Seller [signature] Date 4/22/04

SOLOMON A. WOOD VP
Settlement Agent

6729

RESPA HUD 6506.2 – REV HUD-1 (3/86)

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. FHA 2. RHA X Conv. Unins. 3. Conv. Ins.	4. File Number 6003-1N9	5. Loan Number	6. Mortgage Insurance Case Number

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 (P.O.C.) were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Gilbert A. Goodwin Contractors, Inc. Post Office Box 119 Blenheim, SC 29002	S.L.P. Properties, LC Post Office Box 11641 Columbia, SC 29211	CRC Midland Mortgage Corporation 1500 Richland Street Columbia, SC 29201

G. Property Location	H. Settlement Agent	I. Settlement Date
Lot 31, Phase I, Rolling Creek Map C Lot 31 The Courtyard at Rolling Creek	Cooper Coffas Moore & Gray, PA Place of Settlement 1416 Laurel Street Columbia, South Carolina 29211	04/22/04

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	40,000.00	401. Contract sales price	40,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,963.20	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	43,963.20	420. GROSS AMOUNT DUE TO SELLER	40,000.00
200. Amounts Paid By or In Behalf of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money	500.00	501. Excess Deposit (see instructions)	500.00
202. Principal amount of new loan( )	43,38,50.	502. Settlement charges to seller (line 1400)	314.00
203. Existing loan( ) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan The National Bank of South Carolina	32,000.00
205.		505. Payoff of second mortgage loan	
206.		506. Payment of 2003 real estate taxes	304.31
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 04/22	81.70	511. County taxes 01/01 to 04/22	81.70
212. Assessments to		512. Assessments to	
213.		513.	
214.		514. SITE DEV COSTS OCA	48,14.80
215.		515. Infrastructure Phase I OCA	25,883.23
216.		516. COGS LOTS	30,698.03
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	43,963.20	520. TOTAL REDUCTION AMOUNT DUE SELLER	33,200.01
300. Cash At Settlement From or To Borrower		**600. Cash At Settlement To or From Seller**	
301. Gross amount due from borrower (line 120)	43,963.0	601. Gross amount due to seller (line 420)	40,000.00
302. Less amounts paid by/for borrower (line 220)	43,963.20	602. Less reduction amount due seller (line 520)	33,200.01
303. CASH FROM BORROWER		603. CASH TO SELLER	6,799.99

SUBSTITUTE FORM OF STATEMENT: We assume you have the necessary W-9 and tax information and to be furnished the Internal Revenue Service you are required to return, regardless of any other sanction with respect to you this amount paid to or for your account or credited to your Basis Account. Gross Proceeds of this transaction

SEE INSTRUCTIONS: If you have any questions about your principal residence sale, you may be liable for gain, see your tax preparer for more information for other transactions, such as the sale of a principal residence (see Schedule D of Form 1040).

You are required by law to provide COOPER COFFAS MOORE (GRA PA 8705&8403) with your correct taxpayer identification number. You may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is your correct taxpayer identification number.

FNMA 5-11-04

BORROWER'S SIGNATURE: _____ SELLER'S SIGNATURE: _____

RESPA HB 4306.2 REV HUD- (3/86)

6728

28 **DEFINITIONS** In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays

29 **HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 **MEGAN S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 **DISCLAIMER** **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement appliances heating and air conditioning systems plumbing sewage/septic electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied, as to title, (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Susie S. Carlson	W Wilfred Fulcher	4-28-04	226-44-3895
Witness as to Purchaser	Purchaser	Date	SSN
Susie S. Carlson	Nancy S Fulcher	4/28/04	227-52-0519
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Seller	Seller	Date	SSN
Witness as to Seller	Seller	Date	SSN

Listing Agent	Office	Telephone Number
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O CLOCK ____ M (ET) ON _____ (DATE)

Corporate Office	Camden Office	Irmo Office	Lexington Office	Midtown Office	Northeast Office
1411 Gervais St Suite 300	1111 Broad St.	132 Harbison Blvd	5551 Sunset Blvd	1711 Gervais St.	10040 Two Notch Rd
Columbia, SC 29201	Camden SC 29020	Columbia, SC 29212	Lexington SC 29072	Columbia, SC 29201	Columbia, SC 29223
(803) 733 3650	(803) 425 1188	(803) 732 2200	(803) 957 8550	(803) 799 8035	(803) 788-2811

15 **FIRE OR CASUALTY** In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

16 **DEFAULT** If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract In the event the contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

17 **MEDIATION** Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include represen tations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation, negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15 48 10 et seq shall not apply to this contract

18 **ENTIRE CONTRACT BINDING CONTRACT** The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 **EARNEST MONEY** Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker s escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney s fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [ ] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

20 **SURVEY, TITLE EXAMINATION INSURANCE** The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 **EXTENSION AGREEMENT** Time is of the essence If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction, if terms and conditions of section 4C have been met, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22 **BROKERAGE FEE** All real estate brokerage fees as specified in the Listing Agreement and in the Buyer s Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23 **NON-RESIDENT TAX** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12 8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24. **HOME WARRANTY COVERAGE** Both parties understand that a home warranty [ ] will [ ] will not be provided at closing. If applicable the warranty premium will be paid at closing by the _____ in the amount of $_____ and provided by _____ Home Warranty Company and written through the _____ Broker Builders Warranty to be provided @ Closing

25 **EXPIRATION OF OFFER** This offer from Purchaser shall be withdrawn at 6'00 o clock P m (ET) on 4-29-04 unless accepted or countered by Seller in written form prior to such time

26 **FAX** Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

27 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

 Purchaser's Initial _____ DATE _____ HAVE READ THIS PAGE Seller's Initials (___/___) DATE _____ HAVE READ THIS PAGE

9 CONDITION OF PROPERTY (A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller
(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first
(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property
(D) Seller represents that the property is connected to [✓] public/community sewer system or to [ ] a septic tank and to [✓] public/community water system or to [ ] well system and [ ] is located in flood zone or [✓] is not located in flood zone
(E) Seller represents that the property [✓] is or [ ] is not subject to a mandatory association fee (i e home owner s association/regime or otherwise) If property is subject to a mandatory fee the fee is $ 890.00 per year and the fee [✓] is or [ ] is not current Purchaser [ ] has [✓] has not received copy of restrictions/ covenants if applicable
(F) Seller warrants that the property [✓] is or [ ] is not subject to a special assessment of any governing body including but not limited to a homeowner s association or regime or otherwise If the property is subject of a special assessment the assessment [✓] has or [ ] has not been paid
(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement
[✓] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE DATE OF CLOSING Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of Wilfred L and Nancy B. Fulcher and delivered to stipulated place of closing This transaction shall be closed on or before July 14, 2004

11 POSSESSION The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until ~~twenty four (24) hours after~~ closing the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller owned security systems clothes line poles curtain/drapery rods ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS Other conditions vapor barrier to be installed under home, stamped concrete on front porch, wall to be completed around backyard, purchaser to approve hardware, plumbing fixtures and hardwood floor color, wrought-iron railing at front steps - both sides, elongated toilets in all baths, purchaser to choose carpet within builders allowance of 16/yard, $3500 landscape allowance, $1800 appliance allowance to include a smooth-top, self-cleaning range, built-in microwave, dishwasher & disposal no floors to be installed (or carpet) until Parade of Homes is finished, crawl space door to have a lock & key instead of latch, driveway to be a double driveway 50 gallon gas water heater and vent less gas logs, marble hearth.

14 ADJUSTMENTS Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

Purchaser's Initials ____/____ DATE ____ HAVE READ THIS PAGE Seller's Initials ____/____ DATE ____ HAVE READ THIS PAGE

L Settleme t Charg s

00	To l S le /B ok s Commi ions b d on p ce $ 288 500 00 @ 6 0000 % = 17 310 00			P d F om Bo ow Funds at Settlement	P id F om Sell s Fund t S ttl ment
	D v s on of Commission (li e 700) a follow				
701	$ 8 655 00 to Dutch Fo k Realty				
702	$ 8 655 00 to ARI As et Realty	Less Depos t Retained	2 500 00		
703	Commi ion paid at Settlement				17 310 00
704					
800	It ms P yable In Conn ct o With Loan				
801	Lo n Or g nat o Fe %	to			
802	Lo n Discount %	to			
803	App s l Fe	to P lmetto Home T m	$300 00 POC B		
804	C dit Repo t	to Ac nct	$17 00 POC B		
805	L d In pe t on Fee	to Pal ∝etto Hom T m		75 00	
806	Tax Service Fee	to PARIS		65 00	
807	Fl od Ce tificati n Fe	to Flood D ta erv c Inc	$12 00 POC B		
808	Underwriting Fee	to FIRST CITIZENS BANK & TRU		240 00	
809	Closing Fee	to FIRST CITIZENS BANK & TRU		40 00	
810	Appl t o Fee	to Fi st Citizens Ba k	$46 00 POC B		
811	Refund Upfront Fee Paid	to FIRST CITIZENS BANK & TRU		75 00	
900	Items R qu red By Lender To Be Paid In Advance				
901	Int e t f om 03 29 04 to 04 01 04 @ $ 44 11078767 / d y for 3 days		5 8750	132 33	
902	Mortg g I s nc Premium fo 2 m nths to FIRST CITIZENS BANK & TRU			306 02	
903	Ha d In n e P emium for 1 y ar to St te Fa m In ura c Co			912 00	
904		to			
905					
1000	R se v D pos ted W th Lender				
1001	H d n u n e	1 0 M nth @ $ 76 00 per mo th		76 00	
1002	Mo tgage n urance	Months @ $ 153 01 p r month			
1003	C ty/town t xe	Months @ $ per month			
1004	County ta s	7 0 Mo ths @ $ 75 10 per month		525 70	
1005	Ass ssment	M nths @ $ p r mo th			
1006		Months @ $ per month			
1007		M nths @ $ p month			
1008	Agg E c o Adj	Months @ $ per month		148 46	
1100	T tle Cha ges				
1101	Settlem o lo ng f	to			
1102	Ab t ct o t tle ch	to Absol te T tl LLC		195 7	
1103	T tl e m t on	to			
1104	T tl i su anc b ndc	to			
1105	Do ument p epar tion	to GEORGE E LAFAYE III			125 00
1106	Notary fees	to			
1107	Atto ney f es	to GEORGE E LAFAYE III		400 00	
	(includes abov items numbers)				
1108	Titl n u ance	to Lawye Title In u n e Corpo tion		755 75	
	(n lud abov item n mb 1104)				
1109	Lende s coverage $ 274 050 00	656 25			
1110	Owner s cov age $ 288 500 00	99 50			
1111	Wire Transf F e	to GEORGE E LAFAYE III Trust Ac ount		15 00	
1112	Copi F x and Courier	to GEORGE E LAFAYE III		25 00	
1113	Expr P yoff Fe	to GEORGE E LAFAYE III			35 00
1200	Gove nm nt Recording nd T an fer Charges				
1201	Re o d ng f es Deed $ 10 10	Mo tgag $ 25 10	Rel a s $ 10 20	35 20	10 20
1202	C ty/county tax/stamps Deed $	Mortgag $			
1203	St t tax/ t mps Deed $ 1 067 45	Mo tg g $			1 067 45
1204					
1205					
1300	Add t onal Settlement Cha ges				
1301	Survey	to			
1302	P in p ctio	t			
1303					
1304					
1305					
1400	Total S ttl ment Ch ge (nt o lin 103 Section J and 502 Sectio K)			3 75 29	18 547 65

By gning p ge 1 of thi statement the gnato i s ackn wledge c pt of a compl ted copy of page 2 of this 2 p g tateme t

SELLER S TAX ID SOLICITATION THE INFORMATION IN BLOCKS E G H I AND ON LINE 401 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE IF YOU ARE REQUIRED TO FILE A RETURN A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED

YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAX PAYER IDENTIFICATION NUMBER IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAX PAYER IDENTIFICATION NUMBER YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW

If th s l t te a you principal esidence file FORM 2119 Sale or Excha ge of P cip l Residenc fo a y ga n with y ur ome t tu n Fo oth t n ctio s, c mplet the applic ble parts of FORM 4797 Gain nd Lo s F om S l o E cha ge of Assets Used in T ade or Business and Involuntary Conve sions FORM 6252 Computation of Installment S le I ome and/o CHEDULE D (fo m 1040) C pital G i d Lo es a d R co ciliat on of Fo m 1099 B

UNDER PENALTIES OF PERJURY I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAX PAYER IDENTIFICATION NUMBER

S ll S gn t r	S ller s Signat e	Sell ignature	Seller s S g atu e
Ta ID/SSN	T xID/SSN	T xID/SSN	TaxID/SSN

C tifi d to be a true copy

(15/MONROE J&M/2004 90)

Gilbert A Goodwin Contractor, Inc
PO Box 119
BALLENTINE SC 29002

ESTABLISHED 19 9
TELEPHONE
(803) 81 61

SALES CONTRACT

STATE OF SOUTH CAROLINA
COUNTY OF Richland

THIS AGREEMENT is entered into this 19th day of January 20 03
This contract specifies terms between Joseph C Monroe & Mary E Monroe
(hereinafter referred to as **Buyer/Owner**) address _____
and Gilbert A Goodwin Construction Inc (hereinafter referred to as **Seller/Contractor**)
to sell/construct a home on the property located at LOT 32 BLOCK _____
SUBDIVISION Courtyards at Rolling Creek
STREET Savannah Branch Trail
CITY Elgin, S C 29063

Subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations

CONTRACT PRICE		$295,000.00 — $288,500.00
EARNEST MONEY		2,500.00
ESCROW ACCOUNT		
DOWN PAYMENT		2,500.00
PAID TO		See Asset Realty Contract
LOAN AMOUNT		
LOAN INSTITUTION		
REAL ESTATE AGENT/BROKER		Robby Mitam/Asset Realty, Inc
ADDENDUMS		See Asset Realty Contract
CLOSING COSTS	SELLER	~~$6000.00~~
	BUYER	

Buyer will apply for a loan within a maximum of 7 days Buyer will present to Contractor a letter of loan commitment from the loan institution before any construction begins No on site construction will begin for addendums until loan is approved In the event Buyer is unable to obtain a valid loan commitment in the amount set out above 10% of sums received by contractor and no less than $500 00 will be retained by contractor The residual will be returned to Buyer/Owner and this contract will be null and void

ALL CLAIMS, DISPUTES, AND CONTROVERSIES OF EVERY KIND AND NATURE BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, NOT COVERED OR RESOLVED BY THE ISSUED NATIONAL WARRANTY, SHALL BE SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT It is the purpose and intent of the parties to make the submission to arbitration of any dispute or controversy arising out of this agreement an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever If this contract is alleged to be or is determined to be void or voidable this provision to arbitrate shall be severed from the rest of this contract and shall be binding on the parties hereto so that the validity of the rest of the contract shall be determined by arbitration This arbitration provision shall survive the closing of the transaction which is the subject of the contract and any passage of the title and shall continue indefinitely Either party may demand arbitration and such shall be enforced pursuant to the said Uniform Arbitration Act The decision of the single arbitrator or the majority of the arbitrators shall be binding on the parties as provided in the said Uniform Arbitration Act If it becomes necessary to employ legal services to collect any amount due hereunder whether by mechanics lien or otherwise including arbitration the Owner agrees to pay a reasonable sum for attorney s fees and cost incurred in collection Owner further agrees to pay interest at the legal rate on any amount not paid when due

CASHIER S CHECK Buyer(s) / Owner(s) must have CASH CASHIER S CHECK OR CERTIFIED FUNDS when closing this transaction

BUILDER S PLANS The Contractor has provided the building plans and specifications used under this contract and makes no representation of accuracy to any specific plans and specifications

CONVEYANCE Seller agrees to convey by marketable title and deliver a proper warranty deed and free of encumbrances except as herein stated with all stamps affixed thereto The deed shall be prepared in the name of Joseph C Monroe & Mary E Monroe

TIME OF SUBSTANTIAL COMPLETION April 1, 2004
Approval of construction as evidenced by the final or temporary final inspection report and issuance of a Certificate of Occupancy by the ruling municipality shall constitute conclusive evidence of the completion of the house Assuming all conditions precedent are satisfied and weather permits the work to be performed under this contract shall be substantially completed within the time set forth above In the event construction is delayed through no fault of the Contractor including but not limited to strikes accidents weather conditions labor delays material delays and other delays beyond the control of the Contractor then the time of substantial completion will be extended to a time agreed upon by both purchaser and contractor in writing

POSSESSION Buyer agrees that he or she will not occupy the dwelling until such time as the dwelling is certified with a Certificate of Occupancy by the ruling municipality and the transfer of the title to the property has passed from Seller to Buyer No personal property of the Buyer shall be stored in the dwelling prior to the time of possession as stated above No on site improvements shall be done by the Buyer until after transfer of the title to the property and all monies are paid and dispensed

CHANGE ORDERS. The Buyer agrees to pay to the Contractor the total sum set forth above for the dwelling herein referred The total price shall be increased only by the sum total of all additions if any or decreased by the sum total of all deletions if any or otherwise adjusted by the difference between the additions and deletions all of which must be agreed to by both parties in writing which will be called CHANGE ORDERS All monies due for change orders and or extra work shall be due and payable before work commences The Buyer agrees to make any requests concerning any changes additions or alterations in the work in writing directly to the Contractor named in this contract and not to any workers including subcontractors and subcontractors workers on the job Any workers including subcontractors and subcontractors workers on the job performing work for the Buyer will terminate Contractor s warranty All change orders will be billed on the basis of cost plus a percentage 20% Cost shall be and mean the following all costs of labor including but not limited to wages wage taxes transportation subcontractor labor material costs supplies rental of equipment sales taxes and additional permit fees cost of removal of debris and all other costs

elated to he change Any change order shall be subject to all terms and conditions of this contract

ALLOWANCES. The base contract price stated herein includes certain allowances These allowances can be set forth in an addendum which b comes part of contract The Buyer shall select in a timely manner all allowance items and paint colors required during the construction proc ss within N/A days of the execution of this contract It is the specific understanding of the parties th it the allowances are not to be construed as bids by the Contractor The allowances which have been used to arrive at a base price may vary from the actual cost based on the Buyer s selections If the allowances prove to be insuffici nt the Buyer must pay all overages to the Contractor s approved vendor at time of final selections If the allowances prove to be less then Contractor will issue a credit at final closing If Buyer selects a vendor not on Contractor s approved list then Contr ctor will issue a credit for full allowance of item and delete from warranty All selected vendors must be submitted to Contractor in writing by Buyer All allowances include installation and sales tax

1 Carpet ____ 2 Floor covering (a) Ceramic tile ✓ (b) Vinyl ____ 3 Light fixtures ✓ 4 Kitchen appliances ✓ 5 Cabinet hardware ✓

6 Other ____ ✓ See Asset Realty Contract

WARRANTY The Contractor shall provide a 2/10 Home Buyers warranty This warranty shall be the Exclusive warranty and shall be IN LIEU of any other warranty expressed or implied including but not limited to any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE Consequential damages are excluded Remedies are limited to repair replacement or the reasonable cost of replacing the defective item The above named limited warranty shall be the exclusive warranty from Contractor Separate warranty(ies) may be provided by the manufacturer(s) of materials fixtures or appliances furnished Contractor will provide Owner with any warranty material furnished to Contractor by any such manufacturer but Contractor undertakes no responsibility for the fulfillment of any such warranty Owner by signing below acknowledges and consents to the terms of the above listed warranty including the binding arbitration provision contained herein

ACCESS From time to time and just prior to the closing the Buyer or the Buyer s agent shall inspect the house However if the Buyer enters upon the property during the course of the construction it is understood that they do so at their own risk and Buyer hereby releases Contractor and holds harmless indemnify and hold Contractor harmless from any and all claims for injury or damage to their person or property and to the person or property of any agent employee or invitee of Buyer or of any other person accompanying Buyer Buyer shall not in any manner interfere with work on the job with any subcontractor or workmen or with Contractor s progress hereunder The Buyer will not communicate directly with Contractor s workmen employees agents or subcontractors regarding the means method or manner in which they are to perform their work At the time of the final inspection the Buyer will give to the Contractor a signed punch list that identifies any alleged deficiencies in workmanship or material The Contractor shall correct any items on the Buyer s punch list that are deficient in workmanship and/or materials according to the Building Code standards of construction relevant to the municipality/county and the period of time in which the house is built The Contractor shall correct those defects within a reasonable period of time The Contractor s obligation to correct any defects shall not be grounds for postponing nor delaying the closing nor for imposing any conditions upon the closing not specified in this contract

MULTIPLE OWNERS Should more than one Buyer be involved in this contract either party may sign amendments exclusions and their signature binds the other In the use of the words Buyer or Buyers herein any reference to the singular will mean the plural if appropriate and any reference to the singular will include the plural if appropriate

ADJUSTMENTS Taxes water rents sewer charges and utilities shall be adjusted as of the date of the delivery of the deed

INSURANCE. For the benefit of both parties as their interests may appear the Contractor shall maintain fire and general builder s risk insurance upon the entire structure to one hundred (100%) of the insurable value thereof The Contractor shall maintain such insurance as is required by statute to protect him from claims under Workers Compensation Acts

FIRE OR CASUALTY In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed Buyer or Contractor shall have the option for (10) days after notice of such to terminate this contract Upon such termination the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder If neither Buyer or Contractor elects to terminate the contract the parties shall proceed thereunder

INSULATION (A) Exterior walls according to the manufacturer s specifications R13 (B) Ceilings according to the manufacturer s specifications R 30 (C)Floors according to the manufacturer s specifications R-19

ENTIRE AGREEMENT This contract (including the documents incorporated by reference pursuant to this contract) constitutes the entire agreement between the parties and it supersedes all prior or contemporaneous agreements and understandings whether written or oral This contract may be changed only by a written contract amendment signed by all parties to this contract The contract shall be binding upon each of the parties respective heirs executors administrators successors and assigns However this contract shall not be assigned without the written consent of all parties Each provision of this contract is separable from every other provision of the contract and if any provision is unenforceable or revised the remainder of the contract will remain valid and enforceable The provisions of this contract shall survive the execution and delivery of the deed and shall not be merged therein

We the undersigned have read and understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT THIS DAY AND YEAR June 19, 2004

Signed Sealed and Delivered in the presence of

GILBERTA GOODWIN CONTRACTOR INC

Sharon Adams

BY _____

WITNESS AS TO SELLER 1/20/04

GILBERT A GOODWIN PRESIDENT

_____

WITNESS AS TO SELLER

PURCHASER SS#

_____

WITNESS AS TO PURCHASER

PURCHASER SS#

_____

WITNESS AS TO PUCHASER

ASSET REALTY INC.
Real Estate for the 21st Century™

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation **Purchaser and Seller acknowledge that a S C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status**

1 DATE A contract to purchase is offered this 18 day of JANUARY year 2004
by JOSEPH C MONROE & MARY E. MONROE Purchaser(s)
to GOODWIN CONSTRUCTION, LLC (GOODWIN CONSTRUCTION, INC, JCM 1 20 04 MEM Seller(s)

2. PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in RICHLAND County South Carolina, and being described as follows
Street SAVANNAH BRANCH TRAIL City IRMO Zip 29063
TMS# _____ Subdivision COURTYARDS AT ROLLING CREEK JCM 1/20/ MEM

3. PRICE The sales price is $ ~~280,000~~ 275,000.00 to be paid as follows:
A $ 2500.00 Earnest money paid by [ ] cash [X] check [ ] other held in trust by _____
$ 7500.00 Additional earnest money to be deposited with Contractor prior to Installing Carpet & Bedroom Hardwood flr
C $ ~~277,500~~ 265,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING
A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [X] CONVENTIONAL [ ] SELLER [ ] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____
B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory
C In a cash transaction, Purchaser agrees to provide Seller or Seller's Agent, within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract.
D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed, for the selling price or more

5. CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing costs to be paid by the Purchaser JCM MEM 1/20/04 SELLER up to $2000.00
and the Purchaser's prepaid items to be paid by the _____
PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the _____
[ ] To be financed Discount Points (if any) to be paid by _____
If Seller pays closing costs, prepaid items (PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ 2000.00 JCM 1 20 04 MEM

6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Purchaser agrees to apply for financing as stated above, from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank

Purchaser's Initials (JCM MEM) DATE 1-18-04 HAVE READ THIS PAGE. Seller's Initials (_____) DATE 1/19/04 HAVE READ THIS PAGE.
JCM MEM 1-20-04 1/20/04

7 ADDITIONAL CONTINGENCIES

[X] Complete the sale and closing of Purchaser's property located at 11 TYLER CT, ILMG SC -7

~~It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property, in accordance with this contract remains in effect Should Seller be presented another contract, and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser s Agent will be notified of this contract being voided as soon as possible~~ For Purcha er to emove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies oth e than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser s property to be furnished upon request

[ ] Complete the closing of the sale of Purchaser's property currently under contract on or before_____ _____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request

[ ] Other _____

_____

8 INSPECTIONS

A Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the righ within ten (10) business days after acceptance of cont act, to have home inspected by qualified professional inspectors of h s choice including a professional qualified to inspect for hazardous substances Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser s written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accom panied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's w r tten counterproposal to notify Seller or Seller's Agent of his acceptance of Seller s counterp oposal and agrees to complete this sale according to the terms and conditions of this contract o this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller s reject on to not fy Seller or Seller s Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser s failure to notify Seller or Seller's Agent in writing of any defe t found by the home inspect on within the time limits herein provided or Purchaser's acceptance of the deed at closing shall const tute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s)

B Termite Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [ ] Seller shall at his expense furn sh a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages detached buildings or detached structure(s) of every k nd s free and clear of termites water and fungus damage or other wood destroy ng organisms If any such damage or infestation is found and inspector recommends treatment and/o repairs the Seller agrees to have t corrected at h s expense pr or to closing

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [ ] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems a e n satisfactory working order Seller agrees to have any required repairs corrected at hi expense pr or to closing Aforementioned not guaranteed for any per od of time after closing

D Lead Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint. This contract is cont ngent upon a risk assessment or inspection of the property for the presence of lead based paint and/or lead based paint hazards at the Pu chaser's expense unt l midnight on the tenth (10th) business day after acceptance of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser s Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the spec f c existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time l m ts The Seller may at the Seller s option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may remove this cont ngency a d take the property in inspection report(s) condition within the above time limits or this contract will become void The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a Disclosure of Informat on and Acknowledgment Lead Based Paint and/ or Lead Based Paint Hazards s hereby made an addendum to this contract and must be signed by both Purchaser and Seller

P chas Initial [ ] DATE 1-15-04 HAVE READ THIS PAGE Seller s Initials [ ] DATE 1/15/04 HAVE READ THIS PAGE

1/16/04 1/20/04

9 CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any k nd express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or w ndow treatments currently n place in the property

(D) Seller represents that the property is connected to [ ] public/community sewer system or to [ ] a septic tank and to [ ] public/community water system or to [ ] well system and [ ] is located in flood zone or [ ] is not located in flood zone

(E) Seller represents that the property [X] is or [ ] is not subject to a mandatory association fee (e home owner's association/regime or otherwise) If property is subject to a mandatory fee the fee is $ $52/yr per YR and the fee [X] is or [ ] is not current Purchaser [X] has [ ] has not received copy of restrictions/ covenants if applicable

(F) Seller warrants that the property [ ] is or [X] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment ~~is~~ has or ~~is~~ has not been paid

(G) ~~N/A~~ Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement

[ ] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated. All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of JOSEPH C. MONROE & MARY E. MONROE and delivered to stipulated place of closing This transaction shall be closed on or before APRIL 1, 2004

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller owned security systems clothes-line poles curta n/drapery rods ceil ng fans attached mirrors light bulbs switch plates duct covers and built ins such as equ pment appl ances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS

Other conditions SEE ADDENDUM OF PURCHASERS' REQUIREMENTS

See Albert A Hodo v Contractor, The Sales Contract as an Addendum, to it

14 ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

Purchaser's Initials [ ] DATE 1-15-04 HAVE READ THIS PAGE S ll r's I tals [ ] DATE 1/14/04 HAVE READ THIS PAGE

1/20/04

15 **FIRE OR CASUALTY** In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

16 **DEFAULT** If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract In the event the contract is rescinded one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney's fees

17 **MEDIATION** Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15 48 10 et seq shall not apply to this contract

18 **ENTIRE CONTRACT BINDING CONTRACT** The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 **EARNEST MONEY** Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [X] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

20 **SURVEY TITLE EXAMINATION INSURANCE** The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 **EXTENSION AGREEMENT** **Time is of the essence** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of section 4C have been met, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22 **BROKERAGE FEE** All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23 **NON-RESIDENT TAX** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8 580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 **HOME WARRANTY COVERAGE** Both parties understand that a home warranty [X] will [ ] will not be provided at closing If applicable the warranty premium will be paid at closing by the Seller in the amount of $ ~~590~~ FREE and provided by 2-10 Home Warranty Company and written through the ~~Broker~~ Seller

25 **EXPIRATION OF OFFER** This offer from Purchaser shall be withdrawn at 5 00 o clock P m (ET) on 1/20/04 unless accepted or countered by Seller in written form prior to such time

26 **FAX** Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

27 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

Purchaser's Initials ( ) DATE 1-15-04 HAVE READ THIS PAGE. Seller Initials ( ) DATE 1/19/04 HAVE READ THIS PAGE

1-20 04 1/20/04

28 **DEFINITIONS** In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract, excluding Saturdays Sundays and South Carolina legal holidays

29 **HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30 **MEGAN S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 **DISCLAIMER** **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements services or systems, thereto including but not limited to termite damage roof basement, appliances, heating and air conditioning systems plumbing sewage/septic, electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income, value or other possible benefits to the Purchaser**

This is a legally binding contract. Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date 1-18-04	SSN
Witness as to Purchaser	Purchaser	Date 1-18-04	SSN
Witness as to Seller	Seller	Date 1/19/04	SSN
Witness as to Seller	Seller	Date	SSN

J D MELTON	DUTCH FORK REALTY	803-622-2090
Listing Agent	Office	Telephone Number
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 2:32 **O CLOCK** P **M. (ET) ON** Jan 20, 2004 **(DATE)**

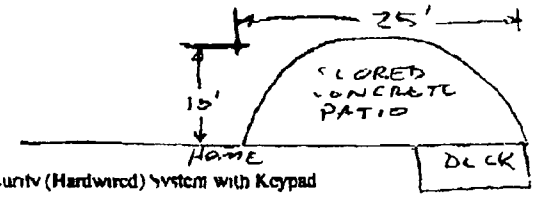
1/20/04

1/20/04

10) Install adjustable shelving in the cabinet to the right of the fireplace. Allowance for landscaping of $ 1,500

11) Install an automatic sprinkler system in the front and rear yards - included in above landscaping allowance

12) Install a concrete backyard patio approximately 15 x25 in size to the rear of the deck, extending from the extreme right corner of the deck towards the Master Bedroom windows per the following design Concrete to be scored as simulated bricks



13) Install ADT Security (Hardwired) System with Keypad

14) Note: Purchaser desires to choose all cabinet knobs/handles and doorknobs (none of which are to be polished brass) allowance $800 all hardware interior & exterior

15) Install oak flooring throughout the entire home Tile Floors to be installed in all Baths Laundry and Gathering Room at $8 00/ft allowance Berber Carpet to be installed in the UPPER and staircase leading to the UPPER All other floors are to be solid oak All colors and finishes are to be selected by purchasers as provided at Seller s allowances.

Carpet to be installed in Bedrooms allowance $3,500

16) Installation of white Stucco around Exterior Dining Room Window as per the Model Home at Lot 14 Exterior Keystone Stucco is to be installed over the top of all other front windows per the following design below



Purchaser Initials ... Date ... Time ... Page ... Seller's Initials ... Date ... Time ... Page ...

1-20 04

ADDENDUM TO CONTRACT TO BUY REAL ESTATE

The Offer To Buy Dated January 18, 2004 by Joseph C Monroe and Mary J Monroe Purchasers, from Goodwin Construction Inc Seller is further amended so as to provide that the Seller shall agree and perform the following to Lot 32 Savannah Branch Trail Courtyards Rolling Creek

1) Installation of three double flood lights
   a One on the corner of the garage to provide outside lighting of the drive and front walk area.
   b One each on the extreme corners of the rear of the home to provide lighting for the courtyard area.

2) Light fixture allowance for home of $2000

3) Wrought Iron Installations.
   a. Rails for front and garage steps OR RAMP Wood rails for wooden ramp To be negotiated
   b Gate to Courtyard
   c Mailbox matching neighborhood mailbox scheme

4) Accomplish reconfiguration of all affected closets so as to center clothes rods in closet to allow hanging of clothes on hangers

5) Install a Built in wall length closet w/door in the garage under the steps leading to the FROG

6) Install steps in the FROG closet to provide reaching the extreme upper portion of the closet

7) Provide Electric Appliance allowance of $1800 for kitchen stove/oven dishwasher and microwave

8) Install polished ~~granite counter tops~~ Solid Surface per allowance granite opt in w/20 Warranty kitchen with color to be selected by buyers

9) Install in the cabinet to the left of the TV
   a A Swivel TV platform to be installed on cabinet
   b Hole(s) out in the cabinet top to provide access of DVD CD etc electronics in the cabinet to the TV
   c Two receptacle (4 plugs) install in the cabinet under the TV
   d Adjustable shelving above the TV

Purchaser Initials ( ) ( ) Date Seller Read This Page Seller Initials ( ) ( ) Date Do Not Read This Page

17) Substitute Installation of a New Front Door to the h me is to be accomplished at the purchasers choice and expense as soon as practicable The purchasers are to accomplish this substitution through The Window Gallery of Augusta, Georgia (Supplier) Purchasers must meet all subdivision codes covenants restrictions and expectations of the Courtyard at Rolling Creek regarding this substitution.

In Witness Thereof this Addendum to the Final Sales Contract has been Duly Executed By the Parties Hereto

Witness as to Purchaser	Purchaser	Date 1-19-04
Witness as to Purchaser	Purchaser	Date 1-19-04
Witness as to Seller	Seller	Date 1/19/04
Witness as to Seller	Seller	Date
D MELTON Listing Agent	HIGH FORK REALTY Office	Date 1/20/04
ROBBY MILAM Selling Agent	ASSET REALTY Office DAC	Date 1/20/04

Final Contract and Addendum Accepted by both Parties at 2:32 o'clock p m (FT) on 1/20/04 (date)

1/20/04

1-20-04

Richland County
Residential Building Permit

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0600575	02/02/2006	$		

LOCATION 118 Savannah Branch Trl
Irmo SC 29063

TMS# 02600-04-02

USEZONE UNKNOW FLOODZONE X

MOBILE DECAL N

MOBILE MODEL

SUBDIVISION Courtyards @ Rolling Creek

LOT 33

UTILITIES
Electn Mid Carolina
Sewer Richland County
Gas SCE&G

OWNER K and L Contracting

APPLICAN K and L Contracting

SUB-CONTRs
Electrical Weaver Systems Inc
Plumbing Home Service
Mechanical Drawdy Heating And Air

CONTRACTOR K and L Contracting
Patrick A Kirk

LICENSES
General
Electrical
Mechanical
Plumbing

DESCRIPTION OF WORK
Single Family Residence

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single-family houses attached or detached

OCCUPANCY TYPE
R 3 and IRC Residential one and two family

CONSTRUCTION TYPE
VB

SETBACKS

	ZONING	CUSTOM
Front	0	12.5
Back	0	10
Sides	0	3
Combined	0	6
Corner	0	

DIMENSIONS
#STORIES 0
SQUARE FOOTAGE 0Sq Ft

SINGLE FAMILY ONLY
#BATHROOMS 0
#BEDROOMS 0
TOTAL ROOMS 0

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 02/02/2006

WEB ADDRESS http //BuildingDepartment com/projects
PERMIT NUMBER 0600575
PERMIT PIN 288636

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment.com

printed July 6 2007

A

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN: 1 ☐ FHA 2 ☐ FmHA 3 ☐ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER: R06-46

7 LOAN NUMBER:

8 MORTGAGE INS CASE NUMBER:

COPY

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.*

10 3/98 (K&L LOT 33 RC PFD/R06-46/S)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
K&L Contracting LLC PO Box 11641 Columbia SC 29211	SEL Properties LLC PO Box 11641 Columbia SC 29211 TIN 57 1039150	First Citizens 1225 Lady Street

G PROPERTY LOCATION	H SETTLEMENT AGENT	I SETTLEMENT DATE
118 Savanah Branch Trail Lot 33 RC Richland County	Law Offices of Timothy G Quinn PLACE OF SETTLEMENT 1421 Calhoun Street Columbia SC 29201	March 1 2006

J SUMMARY OF BORROWER S TRANSACTION			K SUMMARY OF SELLER S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			400 GROSS AMOUNT DUE TO SELLER		
101 Contract Sales Price		42 000 00	401 Contract Sales Price		42 000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		3 772 10	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 County Taxes	to		407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		45 772 10	*420 GROSS AMOUNT DUE TO SELLER*		42 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500 REDUCTIONS IN AMOUNT DUE TO SELLER		
201 Deposit or earnest money			501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)		[228 400 00]	502 Settlement Charges to Seller (Line 1400)		238 50
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to NBSC		32 000 00
205			505 Payoff of second Mortgage		
206			506		
207 Construction Draw		55 000 00	507		
208			508		
209			509		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Taxes	01/01/06 to 03/02/06	36 80	511 County Taxes	01/01/06 to 03/02/06	36 80
212 Assessments	to		512 Assessments	to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		55 036 80	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		32 275 30
300 CASH AT SETTLEMENT FROM/TO BORROWER			600 CASH AT SETTLEMENT TO/FROM SELLER		
301 Gross Amount Due From Borrower (Line 120)		45 772 10	601 Gross Amount Due To Seller (Line 420)		42 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(55 036 80)	602 Less Reductions Due Seller (Line 520)		(32 275 30
303 CASH (FROM) (X TO) BORROWER		9 264 70	603 CASH (X TO) (FROM) SELLER		9 724 70

3631

		PAID FROM BORROWER S FUNDS AT SETTLEMENT	PAID FROM SELL R'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ @ %		
	• Division of Commission (line 700) as Follows		
701	$ to		
702	$ to		
703	Commission Paid at Settlement		
704	to		
800	ITEMS PAYABLE IN CONNECTION WITH LOAN		
801	Loan Origination Fee 1 0438 % to First Citizens	2 384 00	
802	Loan Discount % to		
803	Appraisal Fee to First Citizens	350 00	
804	Credit Report to		
805	Lender s Inspection Fee to		
806	Mortgage Ins App Fee to		
807	Assumption Fee to		
808	Flood Cert Fee to First Citizens	8 00	
809			
810			
811			
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901	Interest From 03/01/06 to 04/01/06 @ $ /day (31 days)		
902	Mortgage Insurance Premium for months to		
903	Hazard Insurance Premium for 1 0 years to		
904			
905			
1000	RESERVES DEPOSITED WITH LENDER		
1001	Hazard Insurance months @ $ per month		
1002	Mortgage Insurance months @ $ per month		
1003	City/Town Taxes months @ $ per month		
1004	County Taxes months @ $ per month		
1005	Assessments months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008	months @ $ per month		
1100	TITLE CHARGES		
1101	Settlement or Closing Fee to		
1102	Abstract o Title Search to Absolute Title	85 00	
1103	Title Exam nation to		
1104	Title Insurance Binder to Perpetual Title	50 00	
1105	Document Preparation to Doc Prep		75 00
1106	Notary Fees to		
1107	Attorney s Fees to Law Offices of Timothy G Quinn	350 00	
	(includes above item numbers)		
1108	Title Insurance to First American Title Insurance Company	499 70	
	(includes above item numbers)		
1109	Lender s Coverage $ 228 400 00		
1110	Owner s Coverage $ 42 000 00 75 00		
1111			
1112			
1113			
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201	Recording Fees Deed $ 10 20 Mortgage $ 25 20 Releases $ 8 10	35 40	8 10
1202	City/County Tax/Stamps Deed Mortgage		
1203	State Tax/Stamps Deed Mortgage		155 40
1204			
1205			
1300	ADDITIONAL SETTLEMENT CHARGES		
1301	Survey to		
1302	Pest Inspection to		
1303	Admin Fee to Law Offices of Timothy G Quinn	10 00	
1304			
1305			
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)	3 772 10	238 50

By signing page 1 of this statement the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

Timothy G Quinn

Law Offices of Timothy G Quinn
Settlement Agent

John E Quinn

Cert fied to be a true copy

(R06-46 / R06-46 / 5)

3632

ASSET REALTY, INC

LAND LOTS AND ACREAGE
CONTRACT OF SALE

Standard Form of The Greater Columbia Association of REALTORS® (01/02) This form is available for use by the entire real estate industry It is not the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 **DATE** A contract to purchase is offered this 7th day of December 2004
by Bally Development (Purchaser)
to SEL Properties (Seller)

2 **PROPERTY DESCRIPTION** Subject to terms and conditions herein Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon
Lot 33 & 34 Block 1 Section 1 Subdivision Courtyards at Rolling Creek
Address 118 and 200 Savannah Branch Trail Irmo SC 29063
Tax Map # _____ City _____ Zip _____
County of Richland State of South Carolina

3 **PRICE** The sales price is $ 40,000 each
A $ ~~8,000~~ 4000 (OR) Earnest Money paid by cash ✓ check other
held in trust by DUTCH FORK REALTY (WS)
B $ ~~72,000~~ 76,000 (OR) Balance of down payment at closing is to be in the form of cash or certified funds
C $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 **FINANCING** CONVENTIONAL ____ SELLER CASH (NO FINANCING REQUIRED) OTHER TERMS ____

A If Seller financing is included in the financing of this property Selling Broker and Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for themselves that Purchaser's credit is satisfactory

B In a cash transaction Purchaser agrees to provide Seller or Seller's agent within ten (10) business days of acceptance of this Contract written verification of sufficient and available funds for the specified date of closing

5 **CLOSING COSTS DISCOUNT POINTS** Purchaser's closing costs shall be paid by Purchaser Purchaser's prepaid items shall be paid by Purchaser
Discount points (if any) shall be paid by Purchaser If Seller pays closing costs prepaid items and discount points on behalf of Purchaser Seller will pay costs of Purchaser not to exceed $ _____

6 **LOAN PROCESSING APPLICATION FINANCING** Purchaser agrees to apply for financing as stated above from the Institution of his choice and agrees to provide Seller with five (5) business days from the date of acceptance confirmation from Lender that application has been made and fees advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to hold Contract Contract is contingent upon above mentioned loan and if loan cannot be obtained earnest money will be refunded to Purchaser

7 **ADDITIONAL CONTINGENCIES CONDITIONS** None
lot 33 closing Jan 3rd, 2005 (WS)
lot 34 " Feb 28, 2005 (WS)

Purchaser's Initials (WS) (WS) ____) DATE 12/8/04 HAVE READ THIS PAGE Seller's Initials (____) (____) DATE ____ HAVE READ THIS PAGE

8 SURVEY TITLE EXAMINATION INSURANCE

The Listing and Selling Brokers and their Agents recommend that Purchaser have a survey of the subject property prepared If a survey indicates that property does not meet the following minimum specifications (dimensions square feet acres) Purchaser may elect to terminate the Contract by notifying Seller or Seller s Agent in writing of Purchaser s intent to terminate or Purchaser shall complete this sale according to the terms and conditions of this Contract

The Listing and Selling Brokers and their Agents recommended that Purchaser select an attorney to examine the title to the property and obtain all appropriate insurance coverage including that required by the lender

9 CONDITION OF PROPERTY

The Seller shall not remove any timber dirt minerals or otherwise affect the condition of the property after the s gn ng of th s Contract All timber dirt minerals etc shall remain with the property and be a part of the property and be transferred to Purchaser The Seller shall not bring any trash refuse debris medical or hazardous waste or other improper materials upon the property In the event any condemnation proceeding is brought by any governmental authority agency utility etc prior to the closing then Purchaser may elect to rescind this Contract and receive a refund of the earnest money depos t

A The Seller represents that the property is [ ] or is not [✔] located in a flood zone

B Seller represents that the property is [ ] or is not subject to a mandatory association fee (i e homeowner s association/ regime or otherwise) If property is subject to a mandatory fee the fee is $ **850** per yr and shall be current at closing

C Seller represents that the property is [ ] or is not [✔] subject to a special assessment of any governing body including but not limited to a homeowner's association/regime utility or otherwise If the property is subject to a pecial assessment the assessment has [ ] or has not [ ] been paid If assessment has not been paid it shall be paid by Seller in the amount of $ _____ and/or [ ] Purchaser in the amount of $

D If the property may be connected to public/community water or sewer systems the tap fees of $ **2850** shall be paid by **Purchaser**

E Seller represents that the property is [ ] or is not subject to a current lease or property management agreement If agreements are in effect Purchaser shall honor them Agreements shall be attached to and made a part of this Contract

10 WELL, SEPTIC SYSTEMS ENVIRONMENTAL INSPECTIONS

All required reports and certifications concerning environmental matters wells septic systems wetlands hazardous materials or a special study area shall be done by professional inspectors or government authority qualified in the appropriate fields Such reports or studies shall be done at the expense of Purchaser and shall be completed within twenty (20) business days after acceptance of this Contract by both parties If Seller or Seller s agent does not receive Purchaser s written response to the inspections or studies and a copy of such reports within the same twenty (20) business day period this section is nullified in its entirety

A If Purchaser finds the results of said reports unacceptable Purchaser may elect to terminate th s Contract by notifying Seller in writing of Purchaser s intent Should Purchaser terminate this Contract Seller agrees to immediately sign all documents necessary for the release of this Contract and refund of Purchaser s earnest money

B If Purchaser elects to proceed with this sale Purchaser has the option of accepting the property in current condition as referenced by the reports or Purchaser must notify Seller or Seller s agent by signed addendum along with a copy of the reports specifying the defects Purchaser expects Seller to remedy

C Seller may agree by written addendum within five (5) business days of written notification to remedy repair or treat any defects or conditions at the Seller s expense In return Purchaser agrees to complete this sale according to the terms of this Contract Otherwise Seller may give written notice to terminate this Contract within five (5) business days Purchaser shall have the right to accept the property with whatever defects exist and complete this sale according to the terms and conditions of this Contract To exercise this right Purchaser must provide Seller or Seller s agent with written notice of such intention within two (2) business days after receipt of Seller s notice to terminate or this Contract is void

Purchaser s failure to notify Seller or Seller's agent in writing of any problem found by said reports within the time limits herein provided or Purchaser s acceptance of the deed at closing shall constitute full acceptance of the condition of the property and a waiver of Purchaser s right to object to any defects found by said reports

11 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the t tle unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed recording fees shall be the responsibility of Seller The deed shall be prepared in the name of **Bailey Development** and delivered to the stipulated place of closing This transaction shall be closed on or before **January 30 2005**

12. POSSESSION

Absent a written agreement to the contrary Seller shall give Purchaser possession at closing subject to tenant s rights or property management agreements which must be disclosed at time of Contract Seller shall give Purchaser access to the herein described property for the purpose of a final inspection within twenty four (24) hours prior to closing

13 EXTENSION OF AGREEMENT

Time is of the essence If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date In cash transaction if terms and conditions of Section 4 B have been met both parties agree to extend this Contract for a penod not to exceed ten (10) calendar days from the original closing date

14 BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement or in the Buyer s Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of clos ng subject to any contingencies specified herein

15 EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker s escrow account upon acceptance by both parties of this Contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable attorney s fees and court costs the same to be charged and assessed against Purchaser or Seller or both as the court may decide Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it wa written

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership The earnest money so noted will x will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

Purchaser s Initials (_____/_____) DATE _____ HAVE READ THIS PAGE Seller's I tials (_____/_____) DATE _____ HAVE READ THIS PAGE

16 **ADJUSTMENTS** Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowner s association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Seller when the current year s taxes are determined

17 **ROLLBACK TAXES** If applicable rollback taxes shall be the responsibility of Purchaser

18 **NON RESIDENT TAXES** Seller agrees to comply with the provisions of South Carolina Code Section 12 8 580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

19 **FIRE OR CASUALTY** In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after the notice of such damage to terminate this Contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the Contract the parties shall proceed according to the terms of this Contract

20 **DEFAULT** If Purchaser shall default under this Contract Seller shall have the option of suing for damages or rescinding this Contract In the event the Contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to Seller Upon default by Seller Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract Upon default by Seller if Purchaser elects to rescind this Contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this Contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

21 **MEDIATION** Any dispute or claim arising out of or relating to this Contract the breach of this Contract or the services provided in relation to this Contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by Purchaser Seller or any real estate Broker or other person or entity in connect on with the sale purchase financing condition or other aspect of the property to which this Contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any Contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15 48 10 et seq shall not apply to this Contract

22 **ENTIRE CONTRACT AND BINDING CONTRACT** The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that this Contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

23 **EXPIRATION OF OFFER** This offer from Purchaser shall be withdrawn at 5 00 o clock P m (ET) on December 9 2004 unless accepted or countered by Seller in written form prior to such time

24 **FAX** Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

25 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

26 **DEFINITIONS** In this Contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this Contract excluding Saturdays Sundays and South Carolina legal holidays

27 **HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to listing Broker and Selling Broker copies of the HUD 1 settlement statement for the transaction

28 **DISCLAIMER** **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement appliances heating and air conditioning systems plumbing sewage/septic electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the published square footage (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this Contract Signatures below signify acceptance of all terms and conditions stated herein

IN WITNESS THEREOF this Contract has been duly executed by the parties hereto

Witness as to Purchase	Purchaser	Date	SSN
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Selle	Seller	Date	SSN
Witness as to Seller	Seller	Date	SSN

Listing Agent	Office	Telephone Numbe
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O CLOCK _____ M (ET) ON _____

ASSET REALTY INC

BUYER'S ACKNOWLEDGMENT OF SQUARE FOOTAGE

SUBJECT PROPERTY [illegible]

ASSET REALTY, INC has advised me that ALL INSPECTIONS REPAIRS OR VERIFICATIONS SHOULD BE DONE BY COMPETENT LICENSED PROFESSIONALS since these matters are outside of the Company s areas of expertise

I have indicated below the importance of the square footage measurements as it affects my decision to purchase said property

(X) I ACCEPT THE GENERALIZED SQUARE FOOTAGE MEASUREMENTS ACCOMPANYING THE MARKETING MATERIALS AVAILABLE ON SUBJECT PROPERTY AND AM **NOT BASING MY DECISION TO PURCHASE THIS PROPERTY ON THE SQUARE FOOTAGE FIGURES PRESENTED TO ME BY THE LISTING BROKER OR THE SELLING BROKER**

___ I WOULD LIKE TO INDEPENDENTLY VERIFY THE SQUARE FOOTAGE OF THE SUBJECT PROPERTY I REALIZE MY AGENT MAY MEASURE THE PROPERTY ON MY BEHALF OR I MAY HIRE A LICENSED APPRAISER OF MY CHOICE TO FURTHER VERIFY SUCH FIGURES **ANY SUCH VERIFICATION SHOULD BE DONE PRIOR TO MY MAKING AN OFFER TO PURCHASE SAID PROPERTY**

In either case, I realize that as Buyer I have the ULTIMATE RESPONSIBILITY of accepting or rejecting such figures and hold listing Broker/Agents and selling Broker/Agents harmless of any discrepancies arising out of such measurements and comparisons

~~BUYER~~ [illegible] DATE

BUYER [illegible] DATE 12/12/04

RLV 03 21 03 ARI form S 006

OMB NO. 2502-0265

A. U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT — SETTLEMENT STATEMENT	B. TYPE OF LOAN: 1 [ ] FHA 2 [ ] FmHA 3 [X] CONV UNINS 4 [ ] VA 5 [ ] CONV INS
	6 FILE NUMBER: 06-09-311
	7 LOAN NUMBER: [redacted]
	8 MORTGAGE INS CASE NUMBER:

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.*

1 0 3/98 (SWAYNE, RICHARD PFD/06-09-31 /28)

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
Richard W Swayne and Gail R Swayne [redacted] Columbia SC 29212	K&L Contracting LLC PO Box 11641 Columbia SC 29211	Branch Banking & Trust Company of South Carolina 301 College Street Greenville SC 29601

G. PROPERTY LOCATION	H. SETTLEMENT AGENT 57-0765871	I. SETTLEMENT DATE
Irmo SC 29063 Richland County South Carolina Lot 33 Courtyards at Rolling Creek	Ellis Lawhorne & Sims P A. PLACE OF SETTLEMENT 1501 Main Street 5th Floor Columbia SC 29201	October 20 2006

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER		**400. GROSS AMOUNT DUE TO SELLER**		
101 Contract Sales Price	299 999 00	401 Contract Sales Price	299 999 00	✓
102 Personal Property		402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)	6 127 10	403		
104		404		
105		405		
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*		
106 City/Town Taxes to		406 City/Town Taxes to		
107 County Taxes to		407 County Taxes to		
108 Assessments 10/20/06 to 01/01/07	149 57	408 Assessments to		
109		409		
110		410		
111		411		
112		412		
120 GROSS AMOUNT DUE FROM BORROWER	306 275 67	*420 GROSS AMOUNT DUE TO SELLER*	299 999 00	
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit or earnest money	5 000 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)	239,999 00	502 Settlement Charges to Seller (Line 1400)	18,384 06	✓
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to		
204		504 Payoff of first Mortgage to First Citizens/550063-	220 108 03	
205		505 Payoff of second Mortgage 42171.00 W	3008 03	
206		506 Deposit retained by seller	5,000 00	✓
207		507		
208 Add'l Earn $ Held by Broker	1 000 00	508 Add'l Earn $ Held by Broker	1 000 00	✓
209 Allowance per Contract Sec. 8	5 000 00	509 Allowance per Contract Sec. 8	5,000 00	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes to		510 City/Town Taxes to		
211 County Taxes 01/01/06 to 10/20/06	179 10	511 County Taxes 01/01/06 to 10/20/06	179 10	✓
212 Assessments to		512. Assessments 10/01/06 to 10/20/06	38 93	✓
213		513		
214		514		
215		515		
216		516		
217		517		
218		518.		
219		519		
220 TOTAL PAID BY/FOR BORROWER	251 178 10	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	249 710 12	
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)	306 275 67	601 Gross Amount Due To Seller (Line 420)	299 999 00	
302 Less Amount Paid By/For Borrower (Line 220)	(251 178 10)	602. Less Reductions Due Seller (Line 520)	(249 710 12)	
303 CASH (X FROM) (TO) BORROWER	55,097 57	*603. CASH (X TO) (FROM) SELLER*	50,288 88	

5044

HUD-1 (3-86) RESPA, HB4305.2

BUYER S AGENCY FEE AGREEMENT
(FEE FROM SELLER [FSBO/BUILDER] LISTING AGENCY ETC)

This Agreement dated DEC 7 2004 is between BAILEY DEVELOPMENT Co

Seller/Listing Agency/etc and ASSET REALTY INC Buyer Agency

In reference to the real property known as

Lot 33 & 34 Block 1 Section 1 Subdivision COUNTY LANDS AT ROARING CREEK

Address 118 and [illegible] SAVANNAH BEACH TRAIL

Tax Map # UNKNOWN City EHRHO Zip 29063

County of RICHLAND State of South Carolina and/or any other properties as listed below

(This Agreement pertains to all listings of ROARING CREEK COUNTY LANDS or any home constructed by the builder)

It is understood and agreed by all parties that (salesperson s name) ROBERT MCLAIN and (Real Estate Agency Name) ASSET REALTY INC are acting as an agent solely representing the Buyer(s) in this transaction (Buyer's Agent)

A A fee of $ _____ or 3.5 % of the gross sales price or _____ _____ will be due and payable at the closing of the transaction or upon Seller default and the closing of this transaction is contingent upon the same fee being paid to the Buyer's Agency at closing

B The fee in Section A will be paid by ☐ BAILEY DEVELOPMENT Co Seller ☐ _____ Listing Agency or ☐ Other _____

THIS IS A LEGALLY BINDING AGREEMENT ALL PARTIES SHALL SEEK COMPETENT LEGAL ADVICE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH PARTIES ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT

Witness 12/6 Date 12:10 Time Seller/Listing Agency/Etc 12/6/04 Date 12:10 PM Time

Witness Date Time Seller/Listing Agency/Etc Date Time

Witness 12/7/04 Date 6:37 Time Buyer s Agency Representative 12/7/04 Date 6PM Time

ASSET REALTY INC
Print Company Name (Buyer's Agency)

(Listing Agency has received the authority if necessary from the Seller to pay Buyer's Agency)

The foregoing form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics Expressly prohibited is the duplication or reproduction of such form or the use of the name South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS® The foregoing form may not be edited revised or changed without the prior written consent of the South Carolina Association of REALTORS®

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Phone Fax

Produced with ZipForm™ by RE FormsNet LLC 18025 Fifteen Mile Road Clinton Township Michigan 48035 (800) 383-9805

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS A SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ @ % 12,999.96			
	Division of Commission (line 700) as Follows			
701	$ 11,999.96 to Asset Realty Inc.			
702	$ to			
703	Commission Paid at Settlement			11,999.96
704	to			
	Note Line 701 Includes Adjustment of 1,000.00 For Earnest money			
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**			
801	Loan Origination Fee 1.0000 %	to Branch Banking & Trust Company of South Carolina		2,399.99
802	Loan Discount %	to		
803	Appraisal Fee	to Lerner Kyle Reed		350.00
804	Credit Report	to FPMR		15.00
805	Underwriting Fee	to Branch Banking & Trust Company of South Carolina		325.00
806	Flood Certification	to FAFDS		8.00
807	Tax Service Fee	to BB&T Collateral Service Corp		85.00
808	Courier/Email/Wire Fee	to Branch Banking & Trust Company of South Carolina		30.00
809	Processing Fee	to Branch Banking & Trust Corp		150.00
810				
811				
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**			
901	Interest From 10/20/06 to 11/01/06 @ $ 39.451890/day (12 days 6.0000 %)		473.42	
902	Mortgage Insurance Premium for months to			
903	Hazard Insurance Premium for 1.0 years to AllState		550.00	
904				
905				
1000	**RESERVES DEPOSITED WITH LENDER**			
1001	Hazard Insurance 3.000 months @ $ 45.83 per month		137.49	
1002	Mortgage Insurance months @ $ per month			
1003	City/Town Taxes months @ $ per month			
1004	County Taxes 13.000 months @ $ 18.66 per month		242.58	
1005	Assessments months @ $ per month			
1006	months @ $ per month			
1007	months @ $ per month			
1008	Aggregate Adjustment months @ $ per month		91.70	
1100	**TITLE CHARGES**			
1101	Wire Fee	to Ellis Lawhorne		30.00
1102	Abstract or Title Search	to Professional Title	126.94	139.81
1103	Title Examination	to		
1104	Seller's Payoff	to Ellis Lawhorne & Sims P.A.		15.00
1105	Attorney's Fees	to Ellis Lawhorne & Sims P.A.		250.00
1106	Copy courier and tax	to Ellis Lawhorne & Sims P.A.		60.00
1107	Doc Prep Fee Deed	to Ellis Lawhorne & Sims P.A.		150.00
	(includes above item numbers)			
1108	Title Insurance	to First American Title Insurance Co		825.00
	(includes above item numbers)			
1109	Lender's Coverage	$ 239,999.00 624.00		
1110	Owner's Coverage	$ 299,999.00 201.00		
1111				
1112				
1113				
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**			
1201	Recording Fees Deed $ 10.10 Mortgage $ 22.10 Releases $ 5.10			37.30
1202	City/County Tax/Stamps Deed 330.00 Mortgage			330.00
1203	State Tax/Stamps Revenue Stamps 780.00 Mortgage			780.00
1204				
1205				
1300	**ADDITIONAL SETTLEMENT CHARGES**			
1301	Survey	to Cox and Dinkins Inc		300.00
1302	Pest Inspection	to		
1303	HOA Fees (4/1 10/1)	to Courtyards at Rolling Creek HOA		104.00
1304				
1305	See addn'l disb exhibit	to	4,688.37	
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)**		6,127.10	18,384.06

5045

Certified to be a true copy

ASSET REALTY INC

OFFER TO PURCHASE

Revised 07/06

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM

THE ☐ BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1 DATE An offer to purchase is written this 18TH day of AUGUST, year 2006

by RICK W SWAYNE AND CHRISTINE R SWAYNE (Purchasers)

to Pat Kirk of K & L CONTRACTING LLC (Sellers)

2 PROPERTY DESCRIPTION Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon if any, located in Richland County, South Carolina and being described as follows:

Address 118 Savannah Branch Trail City Irmo Zip 29063

TMS# _____ Subdivision Courtyards at Rolling Creek

3 PRICE The purchase price is $ ~~295,000.00~~ 300,000.00 PK 8/31/06

4 EARNEST MONEY PK 8/21/06

A. $ 1000 Earnest money is paid by ☐ cash ☑ check ☐ other

held in trust by ART

B. $ 5,000 Additional earnest money to be deposited with K&L Contracting LLC

prior to _____

5. FINANCING

A. Financing type shall be ☐ FHA ☐ VA (see addendum for FHA/VA) ☑ CONVENTIONAL ☐ SELLER ☐ CASH (No Financing Required) ☐ LOAN ASSUMPTION (see addendum for loan assumption)

OTHER _____

B. Loan amount shall be a minimum _____ % of the purchase price.

C. If Seller financing is included in the financing of this property, Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory.

D. In a cash transaction, Purchaser agrees to provide Seller or Seller's Agent within three (3) business days of acceptance of the contract written verification of sufficient and available funds to the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract.

E. This contract is contingent on the value of parcel with building and improvements thereon, if any, appraising according to the lender's appraisal or other appraisal as agreed by Purchaser and Seller, for the selling price or more. If the lot or parcel with building and improvements thereon appraises for less than the selling price, the Seller may elect to sell for the appraised value. In such case, the Purchaser agrees to proceed with the consummation of this sale at the reduced price.

However, if Seller does not agree to sell at the appraised value, the Purchaser shall have the option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation, terminate the agreement without penalty or with agreement of both parties renegotiate the contract.

Purchaser(s) initial(s) _____ Seller(s) PK initial(s) this page. Purchaser(s) initial(s) _____ Date 8/21/06 Seller(s) have read this page.

6.TRANSACTION COSTS Unless otherwise agreed to, in this transaction, costs, including but not limited to closing costs, prepaid expenses, discount points, survey, title examination and appraisal, shall be paid as follows:

☐ Purchaser to pay all costs of obtaining the loan for the closing of the transaction.

☑ Seller shall pay Purchaser's costs of obtaining the loan for closing of the transaction, including allowable and non-allowable costs, not to exceed $ ~~2000~~ 5,000. Purchaser is responsible for any costs exceeding this amount. PK 8/21/06

7 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES Time is of the essence. Purchaser agrees to apply for financing as detailed in Section 5 from the lender of his choice within five (5) business days from the date of contract acceptance and any required fees advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon financing (Section 5) up to and until five (5) business days prior to the closing date as set forth in this contract (Section 11). If loan is denied prior to this date, earnest money will be released to Purchaser after earnest money has cleared the bank. After this date the contract is no longer contingent upon financing. If Purchaser fails to comply with the above requirements, Purchaser shall be in default of this agreement, subject to the terms of Section 17.

8. ADDITIONAL CONTINGENCIES ☐ Complete the sale and closing of Purchaser's property located at N/A. It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect. Should Seller be presented another offer, and if accepted, this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank. Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible. For Purchaser to remove this contingency, Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing, the Seller agrees to remove this property from the market and this sale will be contingent upon the close of the Purchaser's property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.

☐ Complete the closing of the sale of Purchaser's property currently under contract on or before N/A.
Property is located at N/A.
Seller agrees to remove this property from the market and this sale will be contingent upon the closing of the Purchaser's property. Any documentation pertaining to this sale will be provided by Purchaser upon request.

☒ Other $5000 OF THE TOTAL REAL ESTATE COMMISSION WILL BE PAID TO THE PURCHASERS AT CLOSING FOR USE IN ACCORDANCE, CLOSING COSTS, ETC

9 INSPECTIONS A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection. Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by licensed professional inspectors of his choice. Fees for home inspections to be paid by Purchaser. If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection report(s) within the same ten (10) business day period, Section 9A is nullified in its entirety.

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s). Otherwise, Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser requests the Seller to remedy. Addendum must be accompanied by a copy of the home inspection report.

(2) Seller has three (3) business days to accept, reject or modify Purchaser's home inspection repair addendum. If Seller modifies addendum, Purchaser has two (2) business days from receipt of Seller's written counterproposal to provide written notice to the Seller or Seller's Agent of his acceptance or rejection of Seller's counterproposal.

(a) If Purchaser accepts the counterproposal, Purchaser agrees to complete the sale according to the terms and conditions of this contract.

Purchaser's Initials (EH) (__) Date 8/21/06 and this page. Seller Initials (PK) (__) Date 8/21/06 and this page.

(b) If Purchaser rejects the counterproposal he may elect to void the contract by providing written notice to the Seller or Seller's Agent within two (2) business days that the contract is void or he may continue negotiations on upon by submitting a counterproposal to the Seller In all subsequent negotiations on this addendum each party will be given two (2) business days to respond to any further counterproposals until final agreement on the addendum is reached or the Purchaser elects to void the contract

Should either party fail to respond in the time frame indicated above the other party has the option of voiding the contract by written notice In the event the contract is voided by either party the earnest money will be returned to the Purchaser

B Wood Infestation Report

Notwithstanding the provisions of Section 9A the Purchaser may at his expense or as required by Purchaser's lender obtain an Official Wood Infestation Report (CL-100 Letter) from a licensed and bonded exterminator If any damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have such conditions corrected at his expense by a licensed contractor prior to the closing

C Heating & Air Inspection

Notwithstanding the provisions of Section 9A the Purchaser may at his expense or as required by Purchaser's lender obtain a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing Aforementioned not guaranteed for any period of time after closing

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead-based paint This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of the contract This contingency will terminate at the above predetermined deadline unless the Purchaser or Purchaser's Agent delivers to the Seller or Seller's Agent a written contract addendum listing the specific existing deficiencies, corrections needed and the inspection and/or risk assessment report within the above time limits The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may waive this contingency and take the property in inspection reports condition within the above time limit or this contract will become void The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a "Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

7a CONDITIONS OF PROPERTY

A Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guarantee or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements the roof and any implied warranty is hereby disclaimed by the Seller

B The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given, whichever occurs first

C After any inspection by Purchaser and after repairs, if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning, plumbing electrical systems and all appliances to be conveyed, in proper operative condition, normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the property which would adversely effect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

D The Listing and Selling Agent(s) and their Agent(s) recommend that Purchasers perform their due diligence to ascertain as the property septic system water source and system flood zone status mandatory association fees homeowners association/regime fees and property covenants and restrictions

E ☐ Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the acceptance of this contract
☑ Property is exempt from disclosure requirements in accordance with South Carolina Code of Laws

07DE-N

Purchaser Initials [illegible] JD [illegible] have read this page Seller Initials PK, Date 8/21/06 have read this page

[illegible]

08 19 2006 SAT 07 32 [illegible] RT NO 5956] 008

5077

11 CONVEYANCE DATE OF CLOSING Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated. All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of Rick W and Cal R Swayne and delivered to stipulated place of closing PK 8/21/06

This transaction shall be closed on or before ~~October 22, 2006~~ 10/2/06 unless extended pursuant to Section 22

12 POSSESSION The Seller will be obligated to give possession and vacate the herein described property to the Purchaser [✓] at closing; [ ] 24 hours after closing; [ ] in accordance with attached rental agreement Seller agrees to deliver the property free of debris and in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purpose of a walk through inspection with in twenty four (24) hours prior to closing

13 FIXTURES AND PERSONAL PROPERTY This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as but not limited to shrubbery trees fences shutters blinds lamp posts mail boxes garage door openers and remotes satellite dishes seller owned security systems landscape lighting curtain/drapery rods ceiling fans and remotes attached mirrors light bulbs switch plates duct covers and built-ins such as equipment appliances, cabinets furniture and shelving unless otherwise agreed herein (Other items may be sold separately by bill of sale)

14 REMARKS Other conditions Seller to 1) Move Rear hose Bibb to outside corner of wall 2) Replace cultured marble on walls and remove base in MBath and replace with same tile in bath shower to be enlarged to same depth as the garden tub and on same plain as the present (3) floor ~~with no step up~~ 3) Install hardwoods in the GrRm 4) Replace water closet door, 5)Install under counter spot lights w/ switch in Kitchen 6) Provide $650 allowance Gas Log 7) Stain to same color as Sprayberry Hm 8) Provide $5000 landscape allowance 9) Install Double Flood on rear and front; ~~10) Repaint kitchen walls and dining room walls only per Purchasers choice of colors~~ 11) Install Courtyard entrance walls on/before 12 months after Pool installation completed

- small step-up necessary to keep water in shower PK 8/21/06

PK 8/21/06

PK 8/21/06

PK 8/21/06 (3) Included 12 x 12' open wood deck @ rear

15 ADJUSTMENTS Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments, including homeowners association fees regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

16 FIRE OR CASUALTY In case the property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract the parties shall proceed according to the terms of the contract

17 DEFAULT If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding the contract In the event the contract is rescinded one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract If the Purchaser elects to rescind this contract upon default by Seller Purchaser will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorneys fees

Purchaser Initials _____ Date _____ Have read this page Seller's Initials PK Date 8/21/06 Continued on page 3

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18 MEDIATION — Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation or negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann. Section 15-48-10 et seq shall not apply to this contract

19 ENTIRE CONTRACT BINDING CONTRACT — The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

20 BROKERS ESCROW ACCOUNT — Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost the same to be charged and assessed against the Purchaser( ) or Seller(s) or both as the court may decide

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [✓] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

21 SURVEY TITLE EXAMINATION INSURANCE — The Listing and Selling Broke(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender to be effective at the time of closing.

22 EXTENSION AGREEMENT — Time is of the essence If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract, both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of (Section 5D) have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

23 BROKERAGE FEE — All real estate brokerage fees as specified in the Listing Agreement and in the Buyers Brokerage Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified here

24 NON RESIDENT TAX — Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

25 HOME WARRANTY COVERAGE — Both parties understand that a home warranty [✓] will [ ] will not be provided at closing If applicable the warranty premium will be paid at closing by the Seller in the amount of $ N/A and provided by NA Home Warranty Company and written through the N/A Broker Broker may receive a fee for issuance of a home warranty. 25 PK

26 EXPIRATION OF OFFER — This offer from Purchaser shall be withdrawn at 5:00 o'clock P m (ET) on 6/22/06 unless accepted or countered by Seller in written form prior to such time

27 FAX ELECTRONIC MEANS — The parties agree that the offer any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means including but not limited to electronic mail and the internet and the signatures initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

28 SURVIVAL — If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing, it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

29 DEFINITIONS — A In this contract a single business day is defined as twenty four (24 hour) period beginning at the time of acceptance of this contract, excluding Saturdays, Sunday and South Carolina legal holidays In the contract notice is deemed to be delivery

Purchaser's Initials [illegible] 25 5 15-06 have read this page Seller Initials PK DS 6/21/06 have read this page

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B In this contract closing is defined as the time and date that the Closing Attorney or Closing Agent disburses funds

30 **HUD/CLOSING STATEMENT RELEASE** Seller and Purchaser authorize the Closing Attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

31 **MEGAN'S LAW** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

32. **NON-RELIANCE CLAUSE** Both Purchaser and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein If no contained herein such statements representations promises or agreements shall be of no force or effect This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein Parties have fully read and understand this Agreement and the meaning of its provisions Parties are legally competent to enter into this agreement and to fully accept responsibility Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so

33 **DISCLAIMER** **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement, appliances heating and air conditioning systems plumbing sewage/septic electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property, any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty, express or implied as to title (D) Give no warranty express or implied, as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness	Purchaser	Date 8-19-06
Witness	Purchaser	Date 8-19-06
Witness	Seller	Date 8/21/06
Witness	Seller	Date

Robby Hilton Agent Realty, LLC 803-237-4885
Listing Agent/Company acknowledges Seller(s) is a [X] Client or [ ] Customer Telephone #

Robby Hilton Agent 803-237-4885
Selling Agent/Company acknowledges Purchaser(s) is a [ ] Client or [X] Customer Telephone #

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O CLOCK _____ M (ET) ON _____ DATE

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ASSET REALTY INC

FAX

PAGE 1 OF 8

TO Pat Kirk
FAX 803 424-1898

FROM Robby Milam
Asset Realty Inc
FAX 803-345-9225

DATE August 18 2006

RE Offer - Lot 33, Courtyards at Rolling Creek

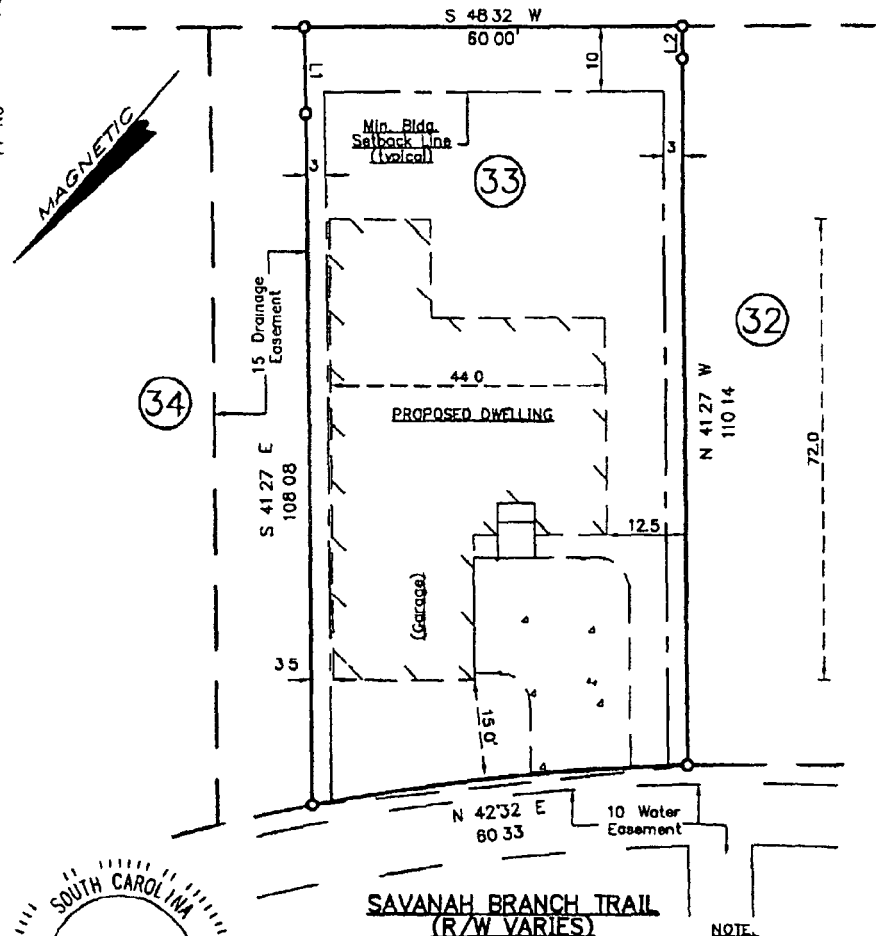
Please find an offer for Lot 33. Please call me to discuss this ASAP as these folks need an answer quickly in order to get involved with a pool company, their landscaper and finish financing details

Thanks

Robby-Fax-781-4830

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LINE TABLE		
LINE	LENGTH	BEARING
L1	13 37'	S 41°27' E
L2	5 00	N 41°27 W



SOUTH CAROLINA
COX AND DINKINS, INC
No C00294
CERTIFICATE OF AUTHORIZATION

NOTE:
SUBJECT TO ADDITIONAL MIN BLDG. SETBACK AS NOTED ON REF PLAT

5068

PLAT
PREPARED FOR

K & L CONTRACTING

RICHLAND COUNTY NEAR COLUMBIA, S C

THE SAME BEING DESIGNATED AS LOT NO 33 ON REVISED BONDED PLAT OF THE COURTYARDS AT ROLLING CREEK PHASE 1 BY ASSOCIATED E & S INC DATED JUNE 20 2002 REVISED MAY 27 2004 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 973 PAGE 2813

NOTES
1) No field work done by us at this time.
2) Verify dwelling options and final dimensions with contractor before starting construction.
3) Verify setbacks/easements with developer and local officials prior to construction.
4) This Plot Plan is a conceptual drawing and contents shown hereon are subject to variation upon final construction

FEBRUARY 2 2006

1 = 20

0' 10' 20 40'

COX AND DINKINS
ENGINEERS SURVEYORS

COX AND DINKINS INC
724 BELTLINE BLVD
COLUMBIA SOUTH CAROLINA 29205
803-254-0518 Fax 803 765-0993
Email cdinc@coxanddinkins.com

COMPILED DRAWING NOT FOR RECORDATION OR CONVEYANCE OF PROPERTY

PROF LAND SURVEYOR NO. 13517
J. DON RAWLS, JR

BOOK	CHK. 1	TMS 2600-4-2(Portion)	SF NO	NO	PROJ 6N33-CY dwg	BY 4

Richland County
Residential Building Permit

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0600376	01/23/2006	$	$	

LOCATION 200 Savannah Branch
Chapin, SC 29036

TMS# 02600-04-02P

USE ZONE RS-LD FLOOD ZONE X

MOBILE DECAL

MOBILE MODEL

SUBDIVISION COURTYARDS @ ROLLING CREEK
LOT PHASE I 34

UTILITIES
Electri
Sewer Carolina W&S
Gas

OWNER K and L Contracting

APPLICAN K and L Contracting

SUB-CONTRs
Electrical Weaver Systems Inc
Plumbing Home Service
Mechanical Crout'S Cooling And Heating

CONTRACTOR K and L Contracting
Patrick A Kirk

LICENSES
General
Electrical
Mechanical
Plumbing

DESCRIPTION OF WORK
To complete home

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single-family houses attached or detached

OCCUPANCY TYPE
R-3 and IRC Residential one and two family

CONSTRUCTION TYPE
VB

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUARE FOOTAGE	0Sq Ft

SINGLE FAMILY ONLY

#BATHROOMS	0
#BEDROOMS	0
TOTAL ROOMS	0

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor o Authorized Agent — Date

[redacted] — Approved By

01/23/2006 — Date

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http //BuildingDepartment com/projects	0600376	288000

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

printed July 6 2007

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

'SETTLEMENT STATEMENT

B TYPE OF LOAN

1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER R06 45

7 LOAN NUMBER

8 MORTGACE INS CASE NUMBER

COPY

C NOTE *Th s form fum shed to g ve you a statement of actual settlement costs Amounts paid to and by the settlement agent are shown Items marked (POC)" were paid outs de the closing they are shown here for informational purposes and are not included in the totals.*

1 0 3/98 (K&L LOT 34 RC.PFD/R06-45/5)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
K&L Contracting LLC PO Box 11641 Columbia SC 29211	SEL Properties LLC PO Box 11641 Columbia SC 29211 TIN 57 1039150	First Citizens 1225 Lady Street Columbia SC 29201

G PROPERTY LOCATION	H SETTLEMENT AGENT	I SETTLEMENT DATE
200 Sava ah Bra ch Tra l Lot 34 RC Richland County	Law Offices of Timothy G Quinn PLACE OF SETTLEMENT 1421 Calhoun Street Columbia SC 29201	March 1 2006

J SUMMARY OF BORROWER S TRANSACTION				K SUMMARY OF SELLER S TRANSACTION			
100 GROSS AMOUNT DUE FROM BORROWER.				400 GROSS AMOUNT DUE TO SELLER.			
101 Contract Sales Price			42 000 00	401 Co tract Sales Pnce			42 000 00
102 Personal Property				402 Personal Property			
103 Settlement Charges to Borrower (Lin 1400)			4 577 50	403			
104				404			
105				405			
Adjustments For Items Paid By Seller n advance				*Adjustments For Items Paid By S ller in advance*			
106 City/Town Taxes	to			406 City/Town Taxes	to		
107 County Taxes	o			407 County Taxes	to		
108 Assessments	to			408 Assessments	to		
109				409			
110				410			
111				411			
112				412			
120 GROSS AMOUNT DUE FPOM BORROWER			46 577 50	*420 GROSS AMOUNT DUE TO SELLER*			42 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER				500 REDUCTIONS IN AMOUNT DUE TO SELLER			
201 Deposit or earnest money				501 Excess Deposit (See Instructions)			
202 Principal Amount of New Loan(s)			[301 200 00	502 Settlement Charges to Seller (Line 1400)			238 50
203 Existing loan(s) taken subject to				503 Existing loan(s) taken subject to			
204				504 Payoff of first Mortgage to NBSC			32 000 00
205				505 Payoff of second Mortgage			
206				506			
207 Construction Draw			62 700 00	507			
208				508			
209				509			
Adjusments For Items Unpaid By Seller				*Adjustment For Items Unpaid By Seller*			
210 City/Town Taxes	to			510 C ty/Town Taxes	to		
211 County Taxes	01/01/06	to 03/02/06	36 80	511 County Taxes	01/01/06	to 03/02/06	36 80
212 Assessm ts	to			512 Assessments	to		
213				513			
214				14			
215				515			
216				516			
217				ɔ17			
218				518			
219				519			
220 TOTAL PAID BY/FOR BORROWER			62 736 80	*520 TOTAL PEDUCTION AMOUNT DUE SELLER*			32 275 30
300 CASH AT SETTLEMENT FROM/TO BORROWER				600 CASH AT SETTLEMENT TO/FROM SELLER			
301 Gross Amount Due From Borrower (Line 120)			46 577 50	601 G oss Amount Due To Seller (L ne 420)			42 000 00
302 Less Amou t Pa d By/For Bo owe (L e 220)			(62 736 80)	602 Less Reductions Due Seller (Line 520)			(32 275 30)
30. CASH (FROM) (X TO) BORRO NER			16 159 30	60. CASH (X TO) (FROM) SELLER			9 724 70

3633

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ @ %		
	Division of Commission (line 700) as Follows:		
701	$ to		
702	$ to		
703	Commission Paid at Settlement		
704	to		
800	ITEMS PAYABLE IN CONNECTION WITH LOAN		
801	Loan Origination Fee 1.0332 %	to First Citizens	3,112.00	
802	Loan Discount %	to		
803	Appraisal Fee	to First Citizens	50.00	
804	Credit Report	to		
805	Lender's Inspection Fee	to		
806	Mortgage Ins. App. Fee	to		
807	Assumption Fee	to		
808	Flood Cert Fee	to First Citizens	8.00	
809				
810				
811				
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	Interest From 03/01/06 to 04/01/06 @ $ /day (31 days)			
902	Mortgage Insurance Premium for month to			
903	Hazard Insurance Premium for 1.0 years to			
904				
905				
1000	RESERVES DEPOSITED WITH LENDER			
1001	Hazard Insurance	months @ $ per month		
1002	Mortgage Insurance	months @ $ per month		
1003	City/Town Taxes	months @ $ per month		
1004	County Taxes	months @ $ per month		
1005	Assessments	months @ $ per month		
1006		months @ $ per month		
1007		months @ $ per month		
1008		months @ $ per month		
1100	TITLE CHARGES			
1101	Settlement or Closing Fee	to		
1102	Abstract or Title Search	to Absolute Title	85.00	
1103	Title Examination	to		
1104	Title Insurance Binder	to		
1105	Document Preparation	to Doc Prep		75.00
1106	Notary Fees	to		
1107	Attorney's Fees	to Law Offices of Timothy G. Quinn	350.00	
	(includes above item numbers:)			
1108	Title Insurance	to First American Title Insurance Company	627.10	
	(includes above item numbers:)			
1109	Lender's Coverage	$ 301,200.00		
1110	Owner's Coverage	$ 42,000.00 75.00		
1111				
1112				
1113				
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Recording Fees Deed $ 10.20 Mortgage $ 25.20 Releases $ 8.10		35.40	8.10
1202	City/County Tax/Stamps Deed Mortgage			
1203	State Tax/Stamps Deed Mortgage			155.40
1204				
1205				
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey	to		
1302	Pest Inspection	to		
1303	Admin Fee	to Law Offices of Timothy G. Quinn	10.00	
1304				
1305				
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		4,577.50	238.50

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy

Timothy G. Quinn
Law Offices of Timothy G. Quinn
Settlement Agent

SE

(R09-45 / R06-43 / 3)

3634

ASSET REALTY, INC.

LAND LOTS AND ACREAGE
CONTRACT OF SALE

(Standard Form of The Greater Columbia Association of REALTORS® Rev 01/02.) This form is available for use by the entire real estate industry. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation: Purchaser and Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation of the agreed upon agency status.

1 **DATE** A contract to purchase I offered this 7th day of December 20 2004
by Bally Development Purchaser(s)
to SEL Properties Seller(s).

2 **PROPERTY DESCRIPTION** Subject to terms and conditions herein Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereto
Lot 33 & 34 Block 1 Section 1 Subdivision Courtyards at Rolling Creek
Address 118 and 200 Savannah Branch Trail Irmo, SC 29063
Tax Map # _____ City _____ Zip _____
County of Richland State of South Carolina

3 **PRICE** The sales price is $ 40,000 each to be paid as follows
A ~~$ 8,000~~ 4000 (DR) ~~Earnest Money~~ Deposit paid by cash ✓ check other
held in trust by DUTCH FORK REALTY (LW)
B ~~$ 32,000~~ 36,000 (MR) Balance of down payment at closing is to be in the form of a cashier's check or certified funds.
C $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 **FINANCING** CONVENTIONAL ____ SELLER CASH (NO FINANCING REQUIRED) ____ OTHER TERMS _____

A If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit-worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory.

B In a cash transaction Purchaser agrees to provide Seller or Seller's agent within ten (10) business days of acceptance of this Contract, written verification sufficient and available funds for the specified date of closing.

5 **CLOSING COSTS DISCOUNT POINTS** Purchaser's closing costs shall be paid by Purchaser Purchaser's prepaid items shall be paid by Purchaser
Discount points (if any) shall be paid by Purchaser If Seller pays closing costs, prepaid items, and or discount points on behalf of Purchaser Seller will pay costs of Purchaser not to exceed $ _____

6 **LOAN PROCESSING APPLICATION FINANCING** Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Seller within five (5) business days from the date of acceptance confirmation from Lender that application has been made and funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this Contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender Purchaser Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void Contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be refunded to Purchaser.

7 **ADDITIONAL CONTINGENCIES, CONDITIONS** None
lot 33 closing Jan 30, 2005 (MR)
lot 34 " Feb 28, 2005 (MR)

/02 of

Purchaser's Initials (MR) (MR) DATE _____ HAVE READ THIS PAGE. Seller's Initials (____) (____) DATE _____ HAVE READ THIS PAGE.

7569

8 **SURVEY TITLE EXAMINATION INSURANCE** The Listing a d Selli g Brokers and their Agents recommend that Purchaser have a survey of the subject property prepared. If a survey ndicate that property does t meet the following minim m specifications (dimensions square feet acres), P rchaser may elect to termin te the Contract by notifying Selle or Seller's Agent n writing of Purchaser's intent to terminate or Purchase shall complete this sale according to the terms and conditions of this Contract.
Th Listing and Selling Brokers and thei Agents ecommended that Purchaser select an attorney to examine th title to th property and obtain all appr p iat insu ance coverage including that required by the lender

9 **CONDITION OF PROPERTY** The Seller shall ot remove any timber dirt, minerals or otherwise affect the condition of the property fter the igni g of this Contract. All t mbe dirt minerals etc shall remain with the property and be a part of the property and be transferred to P rchase The Selle shall not br ng any trash efuse, debris, medical or hazardous waste or other improper materials upon the p operty In the event any condemnation proceeding is brought by any governme tal authority agency utility etc prior to the closing then Purchaser may elect to rescind this Contract and receive a refund of the earnest money deposit

A The Selle ep sents that th property i [ ] or is not ✔ located in a flood zone

B S ll ep ents that the property is [ ] is not subject to a mandatory association fee (i.e homeowner's association/ regime or th rwise) If property is subject to mand t ry fee the fee is $ 850 per yr nd shall be current at closing.

C S ll r ep esents that the prope ty is [o] ot ✔ subject to a special assessment of ny governing body including but t limited to homeowner's association/ gime tility otherwise. If th property is subject to spe ial assessment, the assessment has [ ] o has not [ ] been paid If assessment has not been paid, it shall be paid by Selle in the amount of $ _____ and/or [ ] Purchaser in the amount of $

D If the property ma be connected to public/community water or sewer systems the tap fees of $ 2850 shall be paid by Purchaser

E Seller rep esents that the property is [ ] or is not subject to a current lease or property management agreement. If agreements are in effect Purchaser shall honor them Agreements shall be attached to and made a part of this Contract.

10. **WELL, SEPTIC SYSTEMS ENVIRONMENTAL INSPECTIONS** All q ired reports and certifications concerning e ironmental matters, wells septic systems, wetlands, hazardous materials a special tudy area shall be done by professional inspectors or government authority quali ed in the appropriate fields. S ch eport o tudies shall b d e at the e pense of Purchaser and shall be completed within two ty (20) business days after capt nc f this C tract by both parties If Sell Seller ge it doe ot receive Purchaser' written espons t the inspection tudies and a copy of such eports withi the sam twenty (20) business day period this sect s ll fied in its entirety

A. If Purchaser finds the results of said reports unacceptable Purchaser may elect to terminate this Contract by notifying Seller in w iting of Purchaser's intent Should Purchaser terminat this Contract, Seller agrees to immediately sign all documents ecessary fo the elease of this Co t act nd efund of Purchaser's earnest money

B If Purchaser elects to proceed with this sale Purchaser has the option of accepting the property in current condition as referenced by the reports or P rchaser must notify Seller or Seller's agent by signed addendum along with a copy of the ports pecifying the defects Purchaser expects Seller to remedy

C Seller may agree by written addendum within five (5) business days of written notification to remedy repair or treat any defects or conditions at the Seller s expense In return Purchaser agrees to complete this sale according to the terms of this Cont act Otherwise Seller may give written notice to terminate this Contract within five (5) business days. Purchaser shall h ve the right to accept th p operty with whatever defects exist nd complete this sale according to the terms and conditions of this Contract To exercise this right Purchaser must provide Seller or Seller's agent with wr tte otice of such intention withi two (2) business days after ecept of Seller's notice to terminate or this Contract is void

Purchaser's failure to notify Seller or Seller's agent in writing of a y p oblem found by sa d reports within the time limits h rein provided Purchaser' cceptance of the deed at closing shall constitute full acceptance of the ond tio f th p operty and a waiv f Purchaser's right to object to any defects found by said reports

11 **CONVEYANCE DATE OF CLOSING** Conveyance sh ll be m d s bject to all easeme ts a well as ovenants f rec rd (provided they do not make the tl nm ketable) nd to all g ernmental latutes o d ne ces rules and regulations. Seller agrees to convey by marketable title and t have p epared a prope stat tory war anty deed free of encumbrances, except as herein stated All statutory deed co ding f es shall be the espo s bility of Sell The deed shall be p epared in the name of Bailey Development and delivered to the otip lated pla of closing This t ansaction h ll be cl sed or b fore January 30 2005

12. **POSSESSION** Absent a written agreement to the contrary Seller shall give Purchaser possession at closing subject to tenant s rights or p ope ty ra g ment agreements which m st be disclosed at time of Contract. Seller shall give Purchaser access to the herein desc ibed p ope ty for the purpose of a final inspection within twenty four (24) hours prior to closing.

13. **EXTENSION OF AGREEMENT** Time is of the essence If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract both parties ag ee to extend this Contract for pe od not to exceed ten (10) calendar days from th original closing date In cash transaction if terms and conditions of Section 4 B h ve been met both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date

14. **BROKERAGE FEE** All real estate brokerage fees as specified in the Listing Agreement or n the Buyer' Brokerage R presentation Agreement, f applicable are earned upon the acceptance of this offer and are due and payable at th t me of closing subject to any contingencies specified herein

15 **EARNEST MONEY** B oker does not g rantee payment of check or check accepted as earnest money Earnest money is to be promptly deposited in Broker' escrow ccount pon acceptance by both parties of this Contract. I the event of any action wherein Broker is made a party by virtue f acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nat re of interpleade and Broker is made a party Broker shall be entitled to recover easonabl ttorney s fees and co rt costs the same to be charg d and assessed against P rchaser or Seller o both as the court may decide. Earnest money shall not be refunded for any reaso ill the check has cleared the financial institution on which it was written

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest b ring account. Pu chaser grees to and understands that he has been informed of his right to ownership of th i te est and relinquishes to the Broker by this written greement said right of ownership. The earnest money so noted will x will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

/02
2 of 3

Purchaser's Initial (_____) DATE _____ HA E READ THIS PAGE Seller's Initials (_____/_____) DATE _____ HAVE READ THIS PAGE

7570

16 ADJUSTMENTS — Taxes wat r sewer ch rges, fuel oil propane electricity natural gas rents when applicable and all other assessments, includ ng homeowner' association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this Contract are to be based on the tax I formation available on the date of losing and are to be prorated on that basis unles otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Seller when the current year's taxes are determined

7 ROLLBACK TAXES — If applicable olib k ta e shall be the esponsibility of **Purchaser**

18 NON-RESIDENT TAXES — Sellor ag ees to comply with the provisions of South Carolina Code Sectio 12 8-580 (as amended) regarding withholding equ ements of sellers who are not residents of South Carolina as def ed in the said statute

19 FIRE OR CASUALTY — In case thi p operty is damaged wholly or partially by fire othe casualty prior to delivery of deed, P rchaser or Sell sh ll have the right to ten (10) business day after th notice of ch damag to terminate this Contra t Upon such term tion the earnest money d posit of Purchase hall be returned to Purchaser and neither party shall ha e any furthe rights hereunder If neither Purchaser nor Seller elects to t rminate the Contract, the parties shall proceed accord ng to the terms of this Contract.

20 DEFAULT — If Purchaser shall d fa lt under this Contract Selle shall have the option of suing for damages or escinding this Contract. In the e ent the Cont act is rescinded one-half of the earnest money shall then be paid to the Brok (s) not to e ceed th commiss on due such Broker and the remaining balance of earnest money shall be paid to Seller Upon default by Sell Purchaser shall have the optio of sui g to damages or specific performance or rescinding this Contract. Upon default by Seller if Pu chase elects to rescind this Contract he will be refunded all sums paid here nd and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to redit report, app alsal fee, urvey and cost of title examination. In any action to enforce the provisions of this Contract, the prevailing party and Broker( ) shall be entitled to the wa d f thei cost including reasonable att ney' fees

21 MEDIATION — Any dispute or claim arising out of or relating to this Contract the breach of this Contract or the services provided in elation to this Cont act shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS Disputes shall include representations made by Purchaser Seller or any real estate Broker or othe person or entity in connection with the sale pu chase, financing condition or other aspect of the property to which this Contract pertains including without limitation allegations of concealment misrepresentation, negligence and/or fraud Any Contract signed by the parties pursuant to the mediation conference shall be binding. South Carolina Code Ann Section 15-48 10 et seq shall not apply to this Contract.

22 ENTIRE CONTRACT AND BINDING CONTRACT — The parties ag that th wr tt Cont a t expresses th entire ag eeme t betwee th parti s, and th t there is no other greem nt oral or oth rwise modifying the term hereunde d that this Cont act shall be bindi g on both partie th ir principals, heirs pe sonal representatives successors and assigns as state law permits

23 EXPIRATION OF OFFER — This offer from Purchase shall be withdrawn at **5:00** o clock p m (ET) on **December 9 2004** unless accepted or ountered by Seller in written form prior to such time

24 FAX — B th Pu chase d Seller agree that rcco pt of a sig d cont act by facsimile (FAX) will be th same as ecept of an original signed contract

2 SURVIVAL — If any provisio herei contained which by its natu e and effect is equired to be observed kept or performed after the closing, it shall survive the closing and r main binding upon and for the parties hereto unt l fully observed kept or performed

2(DEFINITIONS — I this C tr ct a gle business day is defined as a twenty-four (24) hou period beginning at the time of acceptance of this Contract e cludi g Satu days Sundays a d South Ca olina legal holid ys.

2 HUD/CLOSING STATEMENT RELEASE — Sell nd Purchaser authorize their espech e attorn ys and the settlement agent to furnish to Listing Broker and Selling Broke copies of the HUD-1 settlement statement for the transact n

28 DISCLAIMER — **The parties acknowledge that the Listing and Selli g Broke (s) and thei Agent( ) (A) Give no warranty of any kind, express o implied, as to th physical condition of the property or as to condition of or exist nce of improvements, services or systems, thereto, including but ot limited to termite damage roof basement, appliances heating and air conditioning systems, plumbing, sewage/septic, electrical systems, o to the structure (B) Give no warranty express o implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the published square footage (C) Give no warranty express o implied, as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto, (E) Give no warranty express or implied, that the property boi g purchased is in compliance with all necessary zoning ordinances and restrictions; (F) Give no warranty express o implied, as to projected income value or other possible benefits to the Purchaser**

Thi is a legally binding contract, Purchaser and Seller should seek legal advice If the contents are not understood Both Purchase and Seller acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all terms and conditions stated herein

IN WITNESS THEREOF thi Co tract has been duly executed by th parties hereto

Witness as to Purchase	Pu chaser	Date	SSN 333-62-1858
Witness as t Purchase	Purchaser	D te	SSN
Wit ss as to Selle	Seller	Date	SSN
ss as to Sell	Seller	D te	SSN
ting Agent	Offic		T lephone Number 803-622-2080
ting Age	Off e		T lephon Number 803-359-4885

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O'CLOCK _____ M. (ET) ON _____

7571

(33)

OMB NO 2502 0265

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN
1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER P 06-448 | 7 LOAN NUMBER

8 MORTGAGE INS CASE NUMBER

C *NOTE This form s furnished to give you a sta ement of actual settlement costs Amounts paid to and by the settlemen 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*

1 0 3/98 (P 06 448 PHD/P 06 448/17)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
John J Dunlap III and Patricia C Dunlap Irmo SC 29063	K & L Contracting LLC PO Box 11641 Columbia SC 29211	Branch Banking & Trust Company 301 College Street Greenville SC 29601 301 College Street Greenville SC 29601

G PROPERTY LOCATION	H SETTLEMENT AGENT 56 2062181	I SETTLEMENT DATE
Richland County South Carolina	Gillis Law Firm PLACE OF SETTLEMENT 125 Executive Pointe Blvd Columbia SC 29210	June 22 2006

J SUMMARY OF BORROWER S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		**400 GROSS AMOUNT DUE TO SELLER**	
101 Contract Sales Price	383 205 00	401 Contract Sales Price	383 205 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	4 997 32	403	
104		404	
105		405	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106 City/Town Taxes to		406 City/Town Taxes to	
107 County Taxes to		407 County Taxes to	
108 Assessments to		408 Assessments to	
109		409	
110 HOA Dues 06/23/06 to 07/01/06	4 57	410 HOA Dues 06/23/06 to 07/01/06	4 57
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	388 206 89	*420 GROSS AMOUNT DUE TO SELLER*	383 209 57
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**	
201 Deposit or earnest money	5 000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)	306 564 00	502 Settlement Charges to Seller (Line 1400)	20 455 86
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff First Mortgage to First Citizens Bank/Ac	287 454 96
205		505 Payoff Second Mortgage	
206		506 Deposit retained by broker	5,000 00
207		507	
208		508	
209		509	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210 City/Town Taxes to		510 City/Town Taxes to	
211 County Taxes 01/01/06 to 06/23/06	106 11	511 County Taxes 01/01/06 to 06/23/06	106 11
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	311 670 11	*520 TOTAL REDUCT AMT DUE SELLER*	313 016 93
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Borrower (Line 120)	388 206 89	601 Gross Amount Due To Seller (Line 420)	383 209 57
302 Less Amount Paid By/For Borrower (Line 220)	(311 670 11)	602 Less Reductions Due Seller (Line 520)	(313 016 93)
303 CASH (X FROM) (TO) BORROWER	76,536 78	*603 CASH (X TO) (FROM) SELLER*	70 192 64

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL COMMISSION Based on Price	$ 376,320.00 @ 6.0000 /	22,579.20		
Division of Commission (line 700) as Follows:				
701 $11,289.60 to Dutch Fork Realty				
702 $11,289.60 to Russell & Jeffcoat	Less Deposit Retained	5,000.00		
703 Commission Paid at Settlement				17,579.20
704	to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN				
801 Loan Origination Fee %	to			
802 Loan Discount %	to			
803 Appraisal Fee	to William C. Bullock		325.00	
804 Credit Report	to FPMR		20.00	
805 Processing Fee	to Branch Banking & Trust Company		150.00	
806 Courier/EMail/Wire Fee	to Branch Banking & Trust Company		30.00	
807 Assumption Fee	to			
808 Underwriting Fee	to Branch Banking & Trust Company		325.00	
809 Flood Certification	to FAFDS		8.00	
810 Tax Service Fee	to BB&T Collateral Service Corp		85.00	
811				
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901 Interest From 06/22/06 to 07/01/06	@ $ 56.693342/day	(9 days @ %)	510.24	
902 Mortgage Insurance Premium	months			
903 Hazard Insurance Premium	1.0 years	to Horace Mann Insurance Companies	1,290.00	
904				
905				
1000 RESERVES DEPOSITED WITH LENDER				
1001 Hazard Insurance	3.000 months @ $	107.50 per month	322.50	
1002 Mortgage Insurance	months @ $	per month		
1003 City/Town Taxes	months @ $	per month		
1004 County Taxes	10.000 months @ $	25.00 per month	250.00	
1005 Assessments	months @ $	per month		
1006	months @ $	per month		
1007	months @ $	per month		
1008 Aggregate Adjustment	month @ $	per month	175.00	
1100 TITLE CHARGES				
1101 Settlement or Closing Fee	to			
1102 Preliminary Search Fee	to Carswell Abstracting, Inc		176.50	
1103 Title Examination	to			
1104 Title Insurance Binder	to 2nd Battalion Title		75.00	
1105 Deed Preparation	to Gillis Law Firm			100.00
1106 Notary Fees	to			
1107 Attorney's Fees	to Gillis Law Firm		350.00	
(includes above item numbers		)		
1108 Title Insurance	to 2nd Battalion Title		845.78	
(includes above item numbers		)		
1109 Lender's Coverage	$ 306,564.00	636.55		
1110 Owner's Coverage	$ 383,205.00	209.23		
1111				
1112 UPS Express Mail Fee	to Gillis Law Firm		15.00	
1113				
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201 Recording Fees Deed $ 10.10	Mortgage $ 22.10	Releases $	32.20	
1202 City/County Tax/Stamps Deed	1,418.95 Mortgage			1,418.95
1203 State Tax/Stamps	Revenue Stamps	Mortgage		
1204 Record Survey	to Richland County Register of Deeds		10.10	
1205 Release Fee	to Richland County Register of Deeds			6.00
1300 ADDITIONAL SETTLEMENT CHARGES				
1301 Survey	to Cox and Dinkins Inc		300.00	
1302 Pest Inspection	to			
1303 HOA Dues	to Courtyards at Rolling Creek HOA	04/01 09/30	52.00	52.00
1304 Home Warranty	to 2-10 HomeBuyers Warranty			1,299.71
1305 Upgrades	K & L Contracting LLC	POC Buyer		
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			4,997.32	20,455.86

Gillis Law Firm
Settlement Agent

(P 06-448 / P 06-448 / 17)

OMB NO 2502-0265

S DEPARTMENT O HOUSIN & URBAN DEVE O MEN

SETTLEMENT STATEMENT

B TYPE OF LOAN
1 ☐FHA 2 ☐FmHA 3 ☐CONV UNINS 4 ☐VA 5 ☐CONV INS
6 FILE NUMBER P 06-448 7 LOAN NUMBER
8 MORTGAGE INS CASE NUMBER

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 NAME AND ADDRESS OF BORROWER	NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
oh J D nlap ft and atricia C Dunlap	K & L Contra t ng LLC PO Bo 11641 Columb SC 29211	B anch Ba k ng & Trust Company 301 C llege Street G n e SC 29601 301 Colleg St eet G env ll SC 29601

PROPERTY LOC T ON	H S TTLEMENT AGENT 56-2062181 Gills Law F m	I SETTLEMENT DATE
ichl nd County South Carol na	PLACE OF SETTLEMENT 125 E cut Palmetto Blvd Columbia SC 29210	June 22 2006

J SUMMARY OF BORROWER'S TRANSACTION		K SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contr ct l Pric	383,205 00	401 C tract Sale Pric	383 205 00
102 Perso al P operty		402 Pers nal Pr perty	
103 Settlement Cha g to Bor ower (Line 1400)	4 997 32	403	
104		404	
105		405	
Adjustment Fo it m Paid By Selle in dvance		*Adju tments For it ms Paid B Sell adv nc*	
106 C ty/Town Ta to		406 C ty/Town Taxes to	
107 County T es t		407 County T xe to	
108 A es ments t		408 A s ssme is to	
109		409	
110 HOA Dues 06/23/06 to 07/01/06	4 57	410 HOA Due 06/23/06 to 07/01/06	4 57
111		4 1	
112		412	
120 *GROSS AMOUNT DUE FROM BORROWER*	388 206 89	420 *GROSS AMOUNT DUE TO SELLER*	383 209 57
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or arnest money	5,000 00	501 E ss Dep sit (Se Instructions)	
202 P incipal Amount of New L an( )	306 564 00	502 Settl ment Cha g to Seller (L ne 1400)	20 455 86
203 E I ting loa ( ) take s bject to		503 Ex sting loan(s) taken ubj t t	
204		504 Payoff First Mortga First Citizens B k/Act	287,454 5
205		505 Pay ff Sec nd Mortgag	
206		506 Dep it etai ed by b oker	5,000 00
207		507	
208		508	
209		509	
Adjustments For it m U paid By S ller		*Adj stments For Item Unpaid By S ller*	
210 C ty/Town T es to		510 City/Town Taxes to	
211 County Ta es 01/01/06 t 06/23/06	106 11	511 County Tax 01/01/06 to 06/23/06	06 11
212 Asse ments t		512 Assessments	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 *TOTAL PAID BY/FOR BORROWER*	311 670 11	520 *TOTAL REDUCT AMT DUE SELLER*	313 016 93
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross Amount Due From Borrower (Line 120)	388,206 89	601 G oss Amount Due To Seller (L e 420)	383,209 57
302 L ss Amount Pa d By/Fo Bor we (Line 220)	(311 670 11)	602 Less Red ct Du Seller (Line 520)	(313 016 93)
303 *CASH (X FROM) (TO) BORROWER*	76,536 78	603 *CASH (X TO) (FROM) SELLER*	70 192 6

5084

HUD- (3-86) FFSA/HB4905

A Settlement Statement

U S Department of Housing and Urban Development

COPY

OMB No 2502-0265

B Type of Loan		6 File Number	7 Loan Number	8 Mortgage Insurance Case Number
1☐ FHA 2☐ FmHA 3 ☒ Conv Unins 4☐ VA 5☐ Conv Ins.		MAS35ROL		

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 (p.o.c.) were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D NAME OF BORROWER. James I. Mason and Helen M Mason

ADDRESS OF BORROWER.

E. NAME OF SELLER SEL Properties LLC

ADDRESS OF SELLER

F NAME OF LENDER. Cash Sale

ADDRESS OF LENDER

G PROPERTY LOCATION Irmo SC 29063

TMS#02611-0675 Lot 35 ? I think this is correct I have no th3 to back up! but I think so

H SETTLEMENT AGENT HANSON LAW FIRM P A.

PLACE OF SETTLEMENT 6156 ST ANDREWS ROAD SUITE 101 COLUMBIA, SC 29212

I SETTLEMENT DATE 2/18/2004

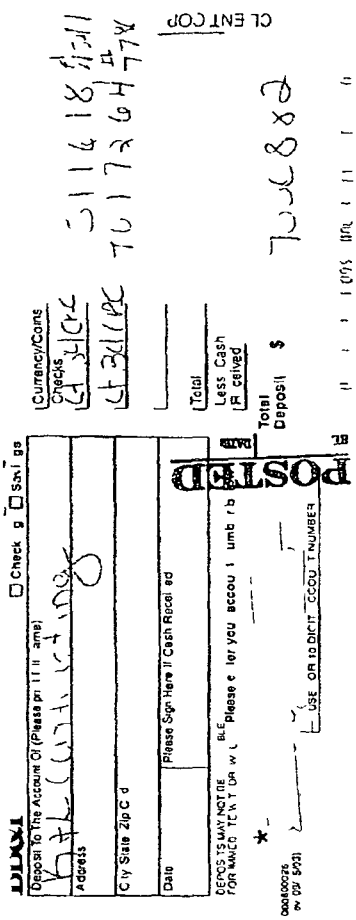
J SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract sales price	40,000.00	401. Contract sales price	40,000.00
102 Personal property		402. Personal property	
103 Settlement charges to borrower (line 1400)	565.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408. Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120 GROSS AMOUNT DUE FROM BORROWER ▶	40,565.00	420 GROSS AMOUNT DUE TO SELLER ▶	40,000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or earnest money	1,000.00	501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)		502 Settlement charges to seller(line 1400)	4,544.08
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204.		504 Payoff of first mortgage loan The National Bank of South Carolina	32,000.00
205.		505 Payoff of second mortgage loan	
206 Principal amount of seller financing		506. Principal amount of seller financing	
207.		507.	
208.		508.	
209.		509.	
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/2004 to 2/18/2004	34.70	511 County taxes 1/1/2004 to 2/18/2004	34.70
212 Assessments to		512 Assessments to	
213. to		513. to	
214. to		514. to	
215. to		515. to	
216. to		516. to	
217. to		517. to	
218. to		518. to	
219 to		519 to	
220 TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	1,034 70	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	36,578 78
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	40,565 00	601 Gross amount due to seller (line 420)	40,000.00
302 Less amounts paid by/for borrower (line 220)	1,034.70	602 Less reductions in amount due seller (line 520)	36,578 78
303 CASH ☒ From ☐ To BORROWER ▶	39,530.30	603 CASH ☒ To ☐ From SELLER ▶	3,421.22

3-8-04

3593

PAGE 1

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STONINGTON
HUD-1 (3-86) RESPA MD
03/08/2004 04 28 8037549788
PAGE 01/01



OMB NO 2502 0265

B TYPE OF LOAN
1 ☐FHA 2 ☐FmHA 3 ☐CONV UNINS ☐VA 5 ☐CONV INS

6 FILE NUMBER P-05-448 | 7 LOAN NUMBER 661306 949

8 MORTGAGE INS CASE NUMBER

...ttlement costs. Amounts paid to and by the settlement agent are shown ...g lines are shown here for informational purposes and are not included in the total

E AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Contracting LLC ...t 11641 ...a SC 29211	Branch Banking & Trust Company 301 College Street Greenville SC 29601 301 College Street Green SC 29601

TTLEMENT AGENT 56-206218 ...aw Firm	I SETTLEMENT DATE June 22 2006
OF SETTLEMENT ...ecutive Pointe Blvd ...ia SC 29210	

TION	K SUMMARY OF SELLER'S TRANSACTION	
	400 GROSS AMOUNT DUE TO SELLER	
383,205 00	401 Contract Sales Price	383 205 00
	402 Personal Property	
997 32	403	
	404	
	405	
	Adjustments For Items Paid By Seller in Advance	
	406 City/Town Taxes to	
	407 County Taxes to	
	408 Assessments	
	409	
4 57	410 HOA Dues 06/23/06 to 07/01/06	4 57
	411	
	412	
388 206 89	*420 GROSS AMOUNT DUE TO SELLER*	383 209 57
OWER,	500 REDUCTIONS IN AMOUNT DUE TO SELLER	
5,000 00	501 Excess Deposit (See Instructions)	
306 56 00	502 Settlement Charges to Seller (Line 1 00)	20 55 66
	503 Existing loan(s) taken subject to	
	504 Payoff First Mortgage to First Citizens Bank/Act	287 454 96
	505 Payoff Second Mortgage	
	506 Deposit retained by broker	5 000 00
	507	
	508	
	509	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*
0 City/Town Taxes to		510 City/Town Taxes to
1 County Taxes 01/01/06 to 06/23/06	106 11	511 County Taxes 01/01/06 to 06/23/06 106 11
2 Assessments to		512 Assessments
3		513
4		514
5		515
6		516
7		517
8		518
9		519
0 *TOTAL PAID BY/FOR BORROWER*	311 670 11	520 *TOTAL REDUCT AMT DUE SELLER* 313 016 93
0 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER
1 Gross Amount Due From Borrower (Line 120)	388 206 89	601 Gross Amount Due To Seller (Line 420) 383 209 57
2 Less Amount Paid By/For Borrower (Line 220)	(311 670 11)	602 Less Reductions Due Seller (Line 520) (313 016 93)
3 *CASH (X FROM) (TO) BORROWER*	76,536,78	603 *CASH (X TO) (FROM) SELLER* 70 192 64

5085

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

L. Settlement Charges		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER'S COM. based on price 40,000.00 @ % =			
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703. Commission paid at Settlement			
704.	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807.	to		
808.	to		
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815.	to		
900 Items Required By Lender To Be Paid In Advance			
901. Interest from 2/18/2004 to 3/1/2004 @ /day for 12 days			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904. years to			
905 years to			
1000 Reserves Deposited With Lender			
1001. Hazard insurance	months@ per month		
1002. Mortgage insurance	months@ per month		
1003. City property taxes	months@ per month		
1004. County property taxes	months@ per month		
1005. Annual assessments	months@ per month		
1006.	months@ per month		
1007.	months@ per month		
1008.	months@ per month		
1009.		<$0.00>	
1100 Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to St. Andrews Abstract Co.	110.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to Hanson Law Firm, P.A.		95.00
1106. Notary fees	to		
1107. Attorney's fees	to Hanson Law Firm, P.A.	300.00	
(includes above items numbers:			
1108. Title insurance	to St. Andrews Title Insurance Co.	145.00	
(includes above items numbers:			
1109. Lender's Coverage:	INS AMT.		
1110. Owner's Coverage:	INS AMT. 40,000.00		
1110a			
1111.	to		
1112.	to		
1113	to		
1200 Government Recording and Transfer Charges			
1201. Recording Fees: Deed $10.00; L.Mortgage(s) , S.Mortgage(s) , Releases $10.00		10.00	10.00
1202. City/county tax/stamps: Deed $44.00; L. Mortgage(s) , S.Mortgage(s)			44.00
1203. State tax/stamps: Deed $104.00; L. Mortgage(s) , S.Mortgage(s)			104.00
1204			
1205.			
1300 Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		4,000.00
1305. Development Fee	to Dutch Fork Realty		
1306.	to		291.08
1307. 2003 Property Taxes	to Richland County Treasurer		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103 Section J and 502, Section K)		565.00	4,544.08

3594

26462
2003 Taxes unpaid

DATE 2/18/2004

CERTIFICATION

I have carefully reviewed the HUD-1 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 the HUD-1 Settlement Statement.

James I. Mason — Borrower
James I. Mason

Helen M. Mason — Borrower
Helen M. Mason

SCL Properties, LLC
By: [signature] — Seller
for SCL Properties

By: _____ — Seller

The HUD-1 Settlement Statement which I have prepared is true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Kenneth C. Hanson
HANSON LAW FIRM P.A.
Settlement Agent

2/18/2004 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Sections 1001 and Section 1010.

MAS35RDL

The Courtyards
At
Rolling Creek
Phase I

This contract made between James T Mason and Helen M Mason purchaser and

SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County State of South Carolina, and being described as follows

Lot 35 Block 1 Phase 1, The Courtyards at Rolling Creek Subdivision Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats and all governmental statutes, rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- $ 40,000.00
To be paid as follows
Deposit or Reservation Money (Cash ___ Check X) ---$ 1000.00
Balance upon Delivery of Deed as hereinafter provided. $ 39,000.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

5095

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

(X) Complete the sale and closing of Purchasers property located at 320 Ballentine Estates Rd Irmo, SC 29063 and all earnest money etc

Seller agrees to convey by insurable title and deliver a proper statutory general warranty deed free of encumbrances except as stated with all stamps affixed thereto The Deed will be prepared in the name of [illegible] And be delivered at the office of [illegible] Or other stipulated place of closing and closed on or before March 15 2004 But not later than April 15 2004 as extended for events or occurrences beyond Seller's control such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller's written consent shall be null and ineffectual

5096

The purchaser has made a personal or the lot inspection of the lo or [illegible] c go se [illegible] signing this contract and acknowledges that the roads when [illegible] ing construction by Richland County shall be deeded to Richland County and [illegible] lines and [illegible] shall be categorized as independent water company [illegible]

This Agreement supersedes any and all understanding and agreements bet e part es and constitutes the sole and entire agreement between the parties No oral st er s or representations whatsoever shall be considered apart hereof This Contract s e ed into after full investigations neither party relying upon any statement or represent on e bod ed in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

[illegible]

(As to Purchaser)

[illegible]

Address

[illegible] SC 29036

City State Zip Code

(As to Seller)

X [illegible] 1-14-04

Purchaser Date

254-46-9076

X [illegible] 1-14-04

Purchaser Date

803-781-4038 (Home)

Telephone – Home

SEL Properties LLC

By [illegible]

Its [illegible]

(Jim's cell 803-917-4038)

5097

ASSET REALTY INC
Real Estate for the Community

NEW CONSTRUCTION
CONTRACT OF SALE

Rev 12/02

Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Builder/Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been provided by the Purchaser prior to making this offer and by the Builder/Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 DATE

A contract to purchase is offered this 5TH day of FEBRUARY 20 04
by JAMES I. MASON AND HELEN M. MASON Purchaser(s)
to GOODWIN CONSTRUCTION, INC. Builder/Seller( )

2 PROPERTY DESCRIPTION

Subject to terms and conditions herein Builder/Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon

Lot 35 Block 1 Section 1 Subdivision COURTYARDS AT RUNNING CREEK
Address SAVANNAH BRANCH TRAIL 2/05/04
Tax Map # 248339 00 [redacted] City IRMO Zip 29063
County of RICHLAND State of South Carolina

3 PRICE

The sales price is $ 246,000 JM HMM 2-5-04 to be paid as follows
A $ 30,000 Earnest money paid by [ ] cash [X] check [ ] other 2/05/04
held in trust by GOODWIN CONSTRUCTION, INC.
B $ ~~# 248,339.00~~ Additional earnest money to be deposited with
prior to PAID IN MAY 2 DRAFT
C $ ~~246,000.00~~ 2/05/04 Balance ~~of down payment at closing is~~ to be in the form of a cashier check or certified funds JM HMM 2-5-04 2/05/04
D $ Loan amount (type mortgage below) to be obtained by Purchaser

4 FINANCING

A If applicable construction financing to be obtained by N/A Builder/Seller N/A Purchaser Permanent financing N/A FHA N/A VA (see addendum to FHAVA) N/A CONVENTIONAL N/A BUILDER/SELLER [X] CASH (No Financing Required) OTHER TERMS N/A

B In a cash transaction Purchaser agrees to provide Builder/Seller or Builder/Seller's agent within ten (10) days of acceptance of this Contract written verification that sufficient funds are available for closing

5 CLOSING COSTS DISCOUNT POINTS

If a new loan is obtained Purchaser's closing costs and/or discount points to be paid by the N/A and the Purchaser's prepaid items by the N/A PMI FHA MIP VA or FMHA Funding Fee to be paid by the N/A If Builder/Seller pays closing costs prepaid items (PMI FHA MIP VA or other funding fees) and/or discount points on behalf of Purchaser Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ N/A

6 LOAN PROCESSING APPLICATION FINANCING

Purchaser agrees to apply for financing as stated above from the inception of this choice and agrees to provide Builder/Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser if I let apply as required above shall constitute a default and this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information regarding the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser as per Section 15 of this Contract Loan approval to be obtained by N/A (date) Construction to begin N/A days after loan approval (if applicable)

7 ADDITIONAL CONTINGENCIES

N/A Completion of the sale and closing of Purchaser's property located at N/A
It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser property in accordance with this agreement remains in effect Should Builder/Seller be presented another Contract and if accepted this Contract will be voided without notification of the Purchaser agent delivered to money funded as per section 15 of the Contract Prior to Purchaser agent will be notified of this Contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Builder/Seller or his agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser property Any documentation regarding the sale of Purchaser property to be furnished upon request
N/A Complete the closing of the sale of Purchaser's property currently under contract on or before _____
_____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request
[X] Other CONSTRUCTION TO BE COMPLETED ON/BEFORE AUG 30TH 2004.

2/05/04

Purchaser(s) initials JM HMM DATE 2-5-04 HAVE READ THIS PAGE Builder/Seller initials [redacted] DATE 2/03/04 HAVE READ THIS PAGE

8 CONDITIONS

A PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS

(1) Purchasers and Builder/Seller to approve plans and specifications by FEB 12TH, 2004 (date)

(2) House to be completed in a workmanlike manner according to the building codes of RICHLAND County and/or N/A (city) and in accordance with the approved plans and specifications

(3) Builder/Seller represents that property [X] is [ ] is not subject to restrictive covenants or the jurisdiction of a homeowners association/regime which may impose restrictions or assessments Purchaser represents that the documents pertaining to such restrictions or associations [X] have [ ] have not been made available to him/her

(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ 85.4/YR per YR (month/quarter/year) and that such fee will be prorated at closing

(5) Any special assessments levied prior to closing will be paid by the [X] Builder/Seller N/A Purchaser Builder/Seller represents that the property is connected to [X] public/community sewer system or to N/A a septic tank and to [X] public/community water system or to N/A well system Property N/A is [X] is not located in flood zone

B COST OF CONSTRUCTION Builder/Seller shall provide and pay for all labor materials equipment tools cleanup utilities transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with or related to the construction Builder/Seller shall pay all costs and other expenses of any nature whatsoever to Builder/Seller's construction financing including real estate commissions or fees if applicable

C ALTERATIONS CHANGES OR ADDITIONS None shall be made to approved plans or specifications nor shall any extra work be performed or materials be provided or added by the Purchaser unless approved by the Builder/Seller or duly authorized agent in a written change order Purchaser shall pay the added cost of the change or alteration at the time the request is agreed upon by both parties

D (1) WARRANTIES LIMITED WARRANTY OF CONSTRUCTION Unless otherwise provided for herein Builder/Seller hereby warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House whichever comes first Builder/Seller will make all necessary repairs and corrections either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non conformity of construction to the Plans and Specifications At Builder/Seller's sole option Builder/Seller may either make such repairs or corrections replace any faulty or non-conforming item or condition or pay to Purchaser the reasonable cost of such repair correction or replacement This limited warranty is for the benefit of Purchaser only and may not be assigned nor shall it inure to the benefit of any other person or entity shall survive closing and the delivery of the deed and is in lieu of all other warranties oral or written express or implied except such other express written warranties as Builder/Seller may provide to Purchaser and the warranties described below

(2) WARRANTIES OF COMPONENTS Builder/Seller shall assign and deliver to Purchaser at closing all guarantees and warranties of all components to the extent the same are assignable Purchaser shall be responsible for compliance with any notice and claim procedures

(3) HOME PROTECTION PLAN COVERAGE All parties understand that a third party home protection plan [X] will [ ] will not be issued at closing If applicable the warranty premium will be paid at closing by the SELLER/BUILDER in the amount of $ 1000 and provided by 2-10

E OTHER CONDITIONS 1) SEE ADDENDUM TO CONTRACT TO BUY REAL ESTATE

2) SEE ATTACHED BUILDER'S BID & SPECIFICATIONS DATED 1/24/04

3) SEE ATTACHED SKETCH OF FRONT VIEW AND BUYERS' BID SPECIFICATIONS WITH COVER LTR DATED JAN 16, 2004

4) BUILDER WILL PAY COSTS OF WATER AND ELECTRICITY DURING CONSTRUCTION

9 BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES This sale and the purchase price includes all improvements fixtures and appurtenances Any overages will be paid by Purchaser at time of selection Builder/Seller shall notify Purchaser or Purchaser's agent 48 hours prior to closing of additional funds needed for overages and change orders not already paid by Purchaser

(a) Carpet $20.00/SQ FT installed including pad

(b) Other Floor covering _____ installed

(c) Light fixtures $2200 excluding installation cost (Installation cost is included sales price)

(d) Wallpaper _____ Installed

(e) Kitchen Appliances $1850

(f) Landscaping $3500

(g) Other SEE ADDENDUM TO CONTRACT TO BUY REAL ESTATE

12/02
2 of 4

Purchaser Initials _____ DATE 2-5-04 HAVE READ THIS PAGE Builder/Seller Initials _____ DATE 2/6/04 HAVE READ THIS PAGE

10 CONVEYANCE DATE OF CLOSING

Con eyance shall be made subject to all easements as well as covenants of reco d (provided they do not make the t itle nma kelable) and to all gove nmental statutes ord nances rules and regulations Bu lder/Seller ag ees to co ey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed record ng fees shall be the responsibil ty of Builde /Selle The deed shall be prepa ed in the name of JAMES I MASON & REBEN A. MASON a d del vered to the t pulated place of c s ng Th s t ansaction shall be closed on o befo e August 2004 (date) 5-04 2/15/04

11 POSSESSION

The Builder/Seller will give possession of the herein described property to the Purchaser after the title to th s property has passed to the Purchase Bu lde /Seller ag ees to del ver the property free of debris and n a l a condit on B ild /Sell shall g e P chaser access to the herein desc ibed property for the purposes of a walk through nspection prior to closing This i spectio s to ascerta n that the property conforms to the terms of th s cont act Any non-conform g items (Punch L st) a d the complet on t mes shall be ag eed upon by Purchaser and Builder/Seller in w ting prior to clos ng

12 INSPECTIONS

The Pu chaser or Purchaser's Licensed Inspecto m y i pect the property Purchaser understa ds and acknowledges that entry upon the project o the property dur ng construction can be da ge o a d that h zards may e st wh ch e t obs rv ble Any entry shall be solely at the Pur haser s own isk Purchaser does hereby waive a y and all claims aga nst Build /Sell r fo inj ry o loss to person or property ansi g out of or n connection with such entry by Purchase o ny othe person accomp y ng Purchase or e tering at his di ect on Purchaser shall defend a d hold Builder/Seller harmless from and against any l jury to damage or expense to persons or property arising out of such entry Purchaser may not interfere stop alter di ect or influence employees subcontractors suppl ers e d rs or similar workers while on the job s te Th d party inspections shall not be binding upon the Builder/Seller Buyer's rights under this paragraph shall not elease Builder/Seller from any of Bu lder/Seller's obligations for the construction in accordance with the Plans and Specif cations and this offer

13 EXTENSION OF AGREEMENT

Time is of the essence. If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the t pulated time limit of th s Contract both parties agree to extend this Contract for a period not to e ceed ten (10) calendar days from the original closing date In a cash transaction if terms and conditions of section 4B ha e been met both parties ag ee to ext nd this Cont act fo a period not to e ceed ten (10) calendar days f om the original closing date

14 BROKERAGE FEE

All real estate broke age fees as specified in the Listing Agreement Commission Agreement with Bu lde /Selle or n the Buyer's B okerage Representation Ag eement, if applicable a e earned upon the accept ce of th s offer and are due and payable at the t me of closing subject to any cont gencies specified he ein

15 EARNEST MONEY

B oke does not guarantee payment of check o checks accepted as earnest money Earnest money s to be p omptly deposited n B oker's escrow account upon acceptance by both parties of this Contract In the event of a y action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held i esc ow by Broker a e s bject to an act on in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable attorney s fees a d court costs the same to be cha ged and assessed against Purchaser or Bu lde /Seller or both as the court may decide Earnest money h ll ot be efunded fo a y eason until the check has clea ed the financial Institut on on wh ch it was writte

The South Ca olina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of owne ship The earnest mo y so noted ____ will _X_ will not be deposited into an interest bearing account with th Inte e t accruing to th benefit of the Broker

16 ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when appl cable a d li the as es m nts ncluding homeowner s association fees reg me fees or the like shall be adjusted as of the date of clo i g T p o a ons pu suant to this Contract are to be based on the tax information available on the date of clos ng and a e to be p o a ed on that bas s l ss otherwise st pulated in th s Contract. Any ncrease o dec ease of ta es shall be subject to an adjustment by Pu chaser and/or Builder/Seller when the u rent yea s ta es a e determined

17 ROLLBACK TAXES

If appl cable rollback taxes shall be the esponsibility of PURCHASERS

18 NON RESIDENT TAXES

B ld /Sell g ees to comply with the p ovisions of South Carolina Code Sectio 12-8 580 (as amended) regard ng withholding qu ements of Sellers who a e ot e de ts of So th Ca olina as def ned n the a d stat te

19 FIRE OR CASUALTY

I case ths p operty s damaged wholly o partially by fi e o othe cas alty prior to del very of deed Purchaser or Builder Selle shall have the right for ten (10) business days after the otice of such damage to te minate this Cont act Upon such terminat on the earnest money deposit of Purchaser shall be ret med to Purchase and neithe party shall have any further rights he e d If neither Purchaser nor Builder/Seller elects to terminate the Contract the parties shall proceed according to the term of th Co t act

20 DEFAULT

If Purchaser shall default under this Contract Builder/Seller shall have the option of suing for damages or resc nd ng th s Co t act In the e e t the Contract is rescinded one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commiss on due such Broker a d the remai ing b la e of ea nest mo ey hall be pa d to Builder/Seller Upon d fa lt by Bu lde /Selle P rchaser shall have the option of suing for damage o specific perfo mance o escinding th s Co t ct Upo d fa lt by Builde /Seller If Purchaser elects to rescind this Contract he will be efunded all sums paid he eunde d n add t o shall be eimbursed by the Bu lder/Seller for actual costs incurred including but not lim ted to c ed t eport app a sal f e rvey and cost of title examination In any action to enforce the provis ons of th s Contract the prevail ng party and B oke (s) shall be ent tled to the award of their costs nc ld g easonable attorney s fees

2/02
3 of

P ha ar nts s DATE 2-5-04 HAVE READ THIS PAGE. B ld r/Seller ini tial DATE 2/15/04 HA E READ T S PAGE

21 MEDIATION/ ARBITRATION

Any d spute or cla m arising out of or relating to this Contract the breach of th s Contract or the serv ces p o ded n elat on to this Contract shall be submitted to mediation in accordance with the Rules and Procedures of the D p te Resol tion System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Bu lder/ Seller(s) or any eal estate Broker or other person o entity in connection w th the sale pu chase f nanc ng cond t o othe aspect of th property to which this Contract pertains includ ng without limitation allegations of concealment m srep esentat or negligence and/o fraud Any Contract signed by the parties pursuant to the mediation conference shall be binding

Any dispute not resolved by mediation in connection with the sale of the property or mprovements or arising out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbit at on Act

22 SURVEY TITLE EXAMINATION INSURANCE

The Listing and Sell ng Broker(s) a d their agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that P rchase obtain all app op te s ance co e g including that required by the lender effective with the time of cl ing

23 ENTIRE CONTRACT AND BINDING CONTRACT

The parties agree that this written Contract expresses the entire agreement between the parties d that th e s o th agreement oral or otherwise modifying the t rms hereunder and that thi Cont a t shall be b d g on both p rt th principals he rs personal representatives successors and a signs as state law pe m t

24 EXPIRATION OF OFFER

This offer from Purchaser shall be withdrawn at _____ o clock _____ m (ET) on _____ c t) nless accepted o countered by Builde /Selle in written form p o to ch ange

25 FAX

Both Purchaser and Builder/Seller agree that eceipt of a signed contract by fa mile (FAX) w ll be the sam e pt f a original signed co tract

26 SURVIVAL

If any provision herein contained which by its nat e a d effect is required to be observed kept or performed after the clos g t shall survive the closing and remain binding upon and for the parties he eto until fully observed kept or performed

27 DEFINITIONS

In this Contract a single business day is defined s a twenty four (24) h u period beginning at the time of cceptance of th s Contract excluding Saturdays Sundays and South Carolina legal holidays

28 HUD/CLOSING STATEMENT RELEASE

Builde /Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to L sting Broker and Sell g B ker copi a of the HUD settlement statement for the t ansact on

29 DISCLAIMER

The parties acknowledge that the Listing and Selli g B oker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or e istence of improvements services o systems thereto including but not limited to termite damage roof basement appliances heating and l conditioning systems plumbing sewage/septic electrical systems or to the structure (B) Gi e no warranty p ss or implied concerning the condition of the p operty any matters which would be reflected by a curre t s ey f the property or the accuracy of the square footage heated or unheated (C) Gi e no war anty e p ess or implied as to titl (D) Give no warranty express o implied as to the fitness fo a partic lar purpose of the p operty or imp ovement thereto (E) Give no warranty express or implied, that the property being purchased is in compliance with all nece s ry zoni g ordinances and restrictions (F) Give no warranty express or implied as to p ojected i om lue or oth possible benefits to the Purchaser

This is a legally binding contract Purchaser and Builder/Seller should seek legal advice if th ontents a e not unde stood. Both P hase a d Builder/Seller acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all te ms and conditio s stated h in

IN WITNESS THEREOF this Cont act has been duly ecuted by the parties h to

Wi s st P rchase	Purchase	Dat 2-5-04	SSN 252-46-9076
Witness as t P h se	P rchaser	Dat 2-5-04	SSN 417-45-3477
Wi Build /Sell	Build /Seller	Dat 2/5/04	SSN
Wit ess as to Builde /Selle	B lder/Seller	D t	SSN

L ng Age t	Office	Tel p N mb
Selling Ag t	Off	T l pho N mb
Robert Tucker	ASSET REALTY INC	803 237-4885

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT _____ O CLOCK _____ M. (ET) ON _____ (DATE)

2/02
of 4

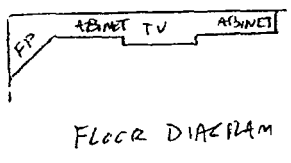
ADDENDUM TO CONTRACT TO BUY REAL ESTATE

OTHER CONDITIONS

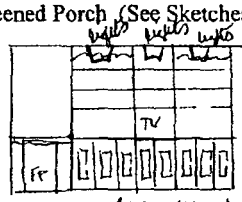
THIS HOME IS TO BE CONSTRUCTED IN APPEARANCE AND BY FLOORPLAN EXCEPT WHERE NOTED AT LOT 35, SAVANNAH BRANCH TRAIL COURTYARDS AT ROLLING CREEK, IRMO, SC 29063 AS PER ATTACHED SKETCH WITH BASE BID ADDITIONS TEN (10) IN NUMBER AS REQUIRED BY BUYERS (NOTED TO ALL PERSPECTIVE BUILDERS PRIOR TO THE BIDDING STAGE)

NOTE FURTHER CONSTRUCTION CLARIFICATIONS SEVENTEEN (17) IN NUMBER ARE REQUIRED BY THE BUYERS OF THE BUILDER AS FOLLOWS

1) A Pantry with two doors (hinged on the left and right) will replace the ½ bath on the Main Floor
2) An Insulated Garage Door is to be installed
3) The Fireplace is to be moved to the far right corner and a full length built in wall Cabinet paced on the right wall A Double French Door system is to be installed – from the Family Room to the Screened Porch (See Sketches Below)



FLOOR DIAGRAM



WALL VIEW

2/5/04

Additional upon 2 $250 for Cabinet, others tomlin

4) The Screened Porch is to utilize a Vinyl Screen System Trade Name Screen Type sold by Home Depot with non metal screening The ceiling is to be vinyl The floor concrete is to be a stamped

$550 for Porch and including Stamps

5) The Front Porch is to be stamped concrete replacing brick pavers
6) All electrical receptacles are to be installed on the baseboards throughout the home except above the counters
7) Flooring shall be Site Built Solid ¾" Cherry (presently $85 00/1000 cheaper than oak) 3/4 OAK - IF CHEAPER 2/05/04
8) Grab Bars are to be installed in the Master Shower on the Front and Side Walls
9) Exterior Floods are to be located on both rear corners of home to light the Courtyard area and at the Garage corner to light the drive front door and garage entrances
10) An exterior spigot is to be located adjacent to the deck on the rear of the home
11) FROG is to be as large as typical framing will allow with the floor being dropped a maximum of 8 (eight) inches over the Garage

2-5-04 2/05/04

12) The Bath with vanity toilet and shower and Closet placement in the FROG are to be determined per the builders site plan development in conjunction with the Buyers Preferences A floor level entry into the attic from the Garage is to be installed

13) A Storage Room is to be installed under the steps to the FROG in the Garage The Storage Room will house the Water Heater and the Central Vacuum Motor System

14) A Front and Rear Sprinkler System with Timer is to be installed Front and Rear Lawns are to be Sodden Front is to be landscaped

15) A 12 Seer 90% Efficient Gas Pac System is to be installed minimum and a Gas Water Heater

16) Allowances to include
   a. Plumbing Trim $1000
   b Ceramic Tile ~~$2 00/sq ft~~ SOLID SURFACE
   c Carpet $20 00/sq yd
   d Hardware - $1000
   e Lighting Fixtures $2200
   f Kitchen Unit system Countertops with Stainless Steel Sink ~~$3800~~ $2800 AS PER LOT 32 ALLOWANCE
   g Ext Doors and Windows $7800 (INCLUDING TWO SKYLIGHTS)
   h Kitchen Appliances $1850
   i Brick $250/1000

17) Pocket Doors to be Johnson Hardware (See Attached Brochure)

18) FRONT ENTRY DOOR TO BE DETERMINED BY BUYERS

19) Two Skylights are to be installed in the FROG w/SKYLIGHTS (CAMING OUT OF WINDOW ALLOWANCE)

20) Bricks are to be Shiloh by Boral or Exact Equivalent Bricks to be rounded on all windowsills edging Accented Corners as in attached Sketch are to be installed Plus $1500 for Rounded Corners

21) The Buyers shall make a Thirty Thousand Dollar Down Payment to the Builder on/or before February 12th by 5 00P M In consideration of Construction Stages a maximum of five (5) Draws will be paid A licensed Home Inspector will examine the home for certification and approval when a Request for Draw originates from the Builder Payment will be made to the Builder within 48 hours upon each Certification and Approval of the Inspector Final Inspection and Closing shall be on or before August 1 2004

2-5-04

2/05/04

Gilbert A Goodwin Contractor, Inc

ESTABLISHED 1959

PO Box 119
BALLENTINE SC 29002

TELEPHONE
(803) 781 7261

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

THIS AGREEMENT is entered into this date FEBRUARY 5 2004
This contract specifies the terms between JAMES T. MASON AND HELEN M MASON buyer/owner and
Gilbert A Goodwin Contractor Inc the contractor to sell/construct a home on the property located at LOT #35
BLOCK 1 SUBDIVISION COUNTRYLANDS AT ROLLING CREEK
STREET SAVANNAH BRANCH TRAIL, IRMO SC 29063

PLAN NUMBER 2156 W/ADDENDUMS AUTHOR BILL GRISSOM
SPECIFICATIONS & ADDENDUMS SEE ATTACHED ADDENDUMS PAGES

Contract Sum or Amount $ 246,240.00 ~~$ 248,340.00~~ 2/05/04
Earnest Money -0-
Downpayment $ 30,000.00
Permanent Loan Amount -0-
Permanent/Construction Loan Amount -0-
Encumbrances -0-
Real Estate Agent Or Broker ROBBY MILAM ASSET REALTY INC
Loan Institution AGENT

Buyer will apply for a loan within a maximum of 7 days after execution of this contract. Buyer will present to Contractor a letter of loan commitment from the loan institution before any construction begins No on site construction will begin until loan is finalized In the event Buyer is unable to obtain a valid loan commitment in the amount set out above 10% of the sums received by the Contractor and/or no less than $500 00 will be held The residual will be returned to Buyer/Owner and this contract will be null and void

ALL CLAIMS, DISPUTES, AND CONTROVERSIES OF EVERY KIND AND NATURE BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, NOT COVERED OR RESOLVED BY THE ISSUED NATIONAL WARRANTY, SHALL BE SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT. It is the purpose and intent of the parties to make the submission to arbitration of any dispute or controversy arising out of this agreement an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever If this contract is alleged to be or is determined to be void or voidable this provision to arbitrate shall be severed from the rest of this contract and shall be binding on the parties hereto so that the validity of the rest of the contract shall be determined by arbitration This arbitration provision shall survive the closing of the transaction which is the subject of the contract and any passage of the title and shall continue indefinitely Either party may demand arbitration and such shall be enforced pursuant to the said Uniform Arbitration Act The decision of the single arbitrator or the majority of the arbitrators shall be binding on the parties as provided in the said Uniform Arbitration Act If it becomes necessary to employ legal services to collect any amount due hereunder whether by mechanics lien or otherwise including arbitration the Owner agrees to pay a reasonable sum for attorney s fees and cost incurred in collection Owner further agrees to pay interest at the legal rate on any amount not paid when due

CONTRACTOR AND OWNER agree that the Contractor shall erect and build for the Owner a dwelling upon the following terms and conditions

ARTICLE 1 Scope of work The Contractor agrees to furnish all labor materials tools equipment, and transportation necessary to complete the said dwelling in accordance with the approved plans and specifications which are attached hereto and incorporated herein by reference which drawings and specifications are provided by Owner _____ (initials) together with such additions and deletions as may from time to time be agreed upon between these parties in writing with signatures attached Contractor assumes no responsibility or liability for defects in the design or engineering of these plans Owner solely will be liable for any damages caused by defective or negligently drawn building plan including but not limited to additional costs caused by delay in substantial completion of the home, additional costs for materials necessitated by any changes additional labor costs and pro rata profit on the additional work Owner represents that he or she is the owner of the plans and does hereby indemnify and hold Contractor harmless from any and all loss or damage arising from claims of third parties for copyright infringement or conversion

The Contractor agrees to furnish all labor and materials necessary to complete the said dwelling in accordance with the approved plans and specifications which the Contractor _____ (initials) has provided to be used under this contract The Buyer acknowledges that Buyer has no ownership rights in the plans and Buyer agrees that in the event of unauthorized or illegal use of the plans Buyer will be liable to Contractor in the amount of lost profits and all consequential damages for the unauthorized reuse or resale of the plans Contractor makes no representations or warranties about the quality of the plans except those specifically provided for in the limited warranty provisions of this contract Building dimensions are approximate The Buyer acknowledges that in the course of construction of the house and the making of improvements on the land certain changes deviations or omissions may result in a variation of the dimensions of the house The Buyer acknowledges that he/she had not relied upon the accuracy of any representations with respect to the square footage of the house

The Contractor may substitute materials of equal or greater quality than specified or of good quality if availability is limited by national or regional shortage or governmental control No on site improvements shall be done by Owner until after transfer of title or possession If there are any Contractor will not be liable for any problems created which will affect warranty and code requirements by governing municipality

ARTICLE 2 Location The Contractor agrees to complete construction of the said dwelling on the Owner s above described property which must be free and clear of all encumbrances except those set forth above The Owner will p ovide Contractor with a correct statement of recorded legal title to the property on which the dwelling is to be located and the Owner s interest therein at the time of execution of the contract Owner shall also provide a current survey of property deed restrictions and easements before any work is commenced on property Within five (5) days after any change in the status of the title Owner will provide to Contractor information of such change in title

ARTICLE 3 Time of Completion AUGUST 30 2004
Approval of construction as evidenced by the final or temporary final inspection report and issuance of a Certificate of Occupancy by the ruling municipality shall constitute conclusive evidence of the completion of the house Assuming all conditions precedent are satisfied and s eather permits the work to be performed under this contract shall be substantially completed within the time set forth above In the event construction is delayed through no fault of the Contractor including but not limited to strikes accidents weather conditions labor delays material delays and other delays beyond the control of the Contractor then the time of substantial completion will be extended to a time agreed upon by both buyer/owner and contractor in writing

2/5/04

2/5/04

ARTICLE 4 Change Orders The Buyer agrees to pay to the Contractor the total sum set forth above for the dwelling herein referred The total price shall be increased only by the sum total of all additions if any or decreased by the sum total of all deletions if any or otherwise adjusted b the difference between the additions and deletions all of which must be agreed to by both parties in writing which will be called CHANGE ORDERS All monies due for change orders and/or extra work shall be due and payable before work commences The Buyer agrees to make any requests concerning any changes additions or alterations in the work in writing directly to the Contractor named in this contract and not to any orkers including subcontractors and subcontractors workers on the job Any workers including subcontractors and subcontractors workers on the job performing work for the Buyer will terminate Contractor s warranty All change orders will be billed on the basis of cost plus a percentage 20% Cost shall be and mean the following all costs of labor including but not limited to wages wage taxes transportation subcontractor labor material costs supplies rental of equipment sales taxes and additional permit fees cost of removal of debris and all other cost related to the change Any change order shall be subject to all terms and conditions of this contract

ARTICLE 5 Progress Payments The purchase price will be paid as follows The down payment set forth above is paid herewith and the balance of the contract sum will be paid from time to time as construction progress in accordance with the advance schedule of Owner s construction lender as work is completed and certified to be completed by Owner s construction lender The cost of each inspection for each draw request will be the expense of Owner In order to secure the balance of the purchase price Owner will assign to Contractor and authorize construction lender to disburse to Contractor the entire proceeds of Owner s permanent construction loan without any delay The Owner will and here does authorize the construction lender to process the draw requests and to disburse the funds directly to the Contractor Neither the Owner s signature nor approval will be required in order for construction lender to process and disburse such draw requests

In the event Owner s permanent construction loan is less than the contract price then Owner will place the balance of the contract price into an interest bearing trust account with construction lender (bank agreeable to construction lending) to be disbursed to Contractor in such amounts and at such times as directed by construction lender s appraiser All funds deposited with construction lender will be disbursed to Contractor prior to the disbursement of the construction permanent loan

CASH In the event no lending institution is used Owner will place the entire contract sum less the downpayment paid herewith into an interest bearing account with a federal or state bank or savings institution to be held by such institution in trust for the benefit of Owner and Contractor and disbursed to Contractor in such amounts and only at such times as directed by an Appraiser mutually agreed to by the Parties The cost of each inspection for each draw request will be the expense of Owner In order to secure the balance of the purchase price Owner does hereby assign to Contractor and does hereby authorize such institution to process the draw requests and to disburse directly to Contractor the entire contract sum Neither the Owner s signature nor approval will be required to process and disburse such draw requests WACHOVIA BANK COLUMBIA, SC ATT: JEANETTE COULTER

CONTRACTOR FINANCING Owner will give property title to Contractor as downpayment for financing construction At closing Contractor will transfer title to Owner Contractor will only pay all financing costs for construction

ARTICLE 6 Final Payment. Owner agrees that he or she will not occupy the dwelling until such time as the dwelling is certified with a certificate of occupancy by the ruling municipality Contractor receives payment of the final construction draw from the construction lender and payment for all change orders and overages of allowances has been received No personal property of the Owner will be stored in the dwelling prior to the time of possession as stated above Any personal property or possessions of the Owner placed in the dwelling shall be at the sole risk of Owner If possession of the structure is taken by Owners before the obligations set forth in this agreement are met without the written consent of Contractor it shall be considered as acceptance of the structure by the Owners as complete and satisfactory without a warranty

ARTICLE 7 Permits Fees Approvals Regulations and Closing Costs The Contractor will secure and pay for all permits license and all other approvals necessary for the proper execution and completion of the work and any that may be applicable during the course of construction All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor The Contractor shall give all notices and comply with all laws ordinances rules and regulations required by the ruling municipality In the event Owner is obtaining a permanent construction loan Owner agrees to pay all fees and expenses of obtaining the loan including but not limited to inspection fees title charges appraisal fees credit reports and insurances

ARTICLE 8 Access The Owner shall at all times have access to the property and the right to inspect the work however if the Owner enters upon the property during the course of construction it is understood that they do so at their own risk and Owner hereby releases Contractor and does hereby indemnify and hold Contractor harmless from any and all claims to injury or damage to their person or property and to the person or property of any agent employee or invitee of Owner or of any other person accompanying Owner Owner shall not in any manner interfere with work on the job with any subcontractor or workmen or with Contractor s progress with schedule The Owner will not communicate directly with the Contractor s workmen employees agents or subcontractors regarding the means method or manner in which they are to perform their work If the Owner delays the progress of the work causing loss to Contractor the Owner will reimburse Contractor for such loss

ARTICLE 9 Surveys Owner is responsible for the siting of improvements on the lot in compliance with governmental subdivision regulations and zoning requirements and in compliance with any private restrictive covenants Boundary and foundation surveys are to be obtained by the Owner Contractor will have no liability for the accuracy of surveys

ARTICLE 10 Insurance For the benefit of both parties as their interest may appear the Contractor shall maintain at Contractor s expense fire and general builder s risk insurance upon (100%) of the insurable value thereof The Contractor shall maintain such insurance as is required by statute to protect him from claims under Workers Compensation Acts

ARTICLE 11 Limited Warranty Owner shall receive a limited warranty under the 2-10 WARRANTY CO This warranty shall be the EXCLUSIVE warranty and shall by IN LIEU of any other warranty express or implied including but not limited to any implied warranty of MERCHANTABILITY OR FITNESS (for use intended) Remedies are limited to repair replacement or the reasonable cost of replacing the defective item The above named limited warranty shall be exclusive warranty from Contractor Separate warranty may be provided by the manufacturer(s) of materials fixtures or appliances furnished Contractor will provide Owner with any warranty material furnished to Contractor by any such manufacturer but Contractor undertakes no responsibility for the fulfillment of any such warranty By signing below Owner acknowledges and consents to the above listed warranty including the binding arbitration provision contained herein

X _____

ARTICLE 12 Multiple Owners Should more than one Owner be involved in this contract, either party may sign amendments exclusions and their signature binds the other In the use of the words Owner and Owners herein any reference to the singular will mean the plural if appropriate and any reference to the singular will include the plural if appropriate

ARTICLE 13 Differing Site Conditions The Contractor shall promptly notify the Owner in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the contract documents or differing *materially from those ordinarily encountered* and generally recognized as inherent in work of the character provided for in this contract The Owner shall investigate the condition within five (5) business days If the parties agree that the differing site condition will cause an increase in (a) the Contractor s cost of performance of any part of the work under this contract or (b) the time required for that work a change order shall be issued incorporating the necessary revisions

costs related to the change Any change order shall be subject to all terms and conditions of this contract

ALLOWANCES. The base contract price stated herein includes certain allowances These allowances can be set forth in an addendum which becomes part of contract The Buyer shall select in a timely manner all allowance items and paint colors required during the construction process within 45 days of the execution of this contract It is the specific understanding of the parties that the allowances are not to b construed as bids by the Contractor The allowances which have been used to arrive at a base price may vary from the actual cost bas d on the Buyer s selections If the allowances prove to be insufficient the Buyer must pay all overages to the Contractor s approved vendor at time of final selections If the allowances prove to be less then Contractor will issue a credit at final closing If Buyer selects a vendor not on Contractor s approved list then Contractor will issue a credit for full allowance of item and delete from warranty All selected vendors must be submitt d to Contractor in writing by Buyer All allowances include installation and sales tax

1 Carpet $20.00/SQ YD 2 Floor covering (a) Ceramic tile $2.50 SQ FT (b) Vinyl N/A
3 Light fixtures $2200 4 Kitchen appliances $1850 5 Cabinet hardware SEE HARDWARE $1000
6 Other W/HOUSE & EXT DOORS - $7800 7 BRICK - $250/1000 8 KITCHEN COUNTERTOPS W/ STAIN STEEL SINK - $2800 9 CERAMIC TILE - $2 SQ FT 10 PLUMBING TRIM - $1000 11 LANDSCAPE - $7500

WARRANTY. The Contractor shall provide a [illegible] YEAR 2/10 HOME warranty This warranty shall be the Exclusive warranty and shall be IN LIEU of any other warranty expressed or implied including but not limited to any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE Consequential damages are excluded Remedies are limited to repair replacement or the reasonable cost of replacing the defective item The above named limited warranty shall be the exclusive warranty from Contractor Separate warranty(ies) may be provided by the manufacturer(s) of materials fixtures or appliances furnished Contractor will provide Owner with any warranty material furnished to Contractor by any such manufacturer but Contractor undertakes no responsibility for the fulfillment of any such warranty Owner by signing below acknowledges and consents to the terms of the above listed warranty including the binding arbitration provision contained herein X

ACCESS From time to time and just prior to the closing the Buyer or the Buyer s agent shall inspect the house However if the Buyer enters upon the property during the course of the construction it is understood that they do so at their own risk and Buyer hereby releases Contractor and does hereby indemnify and hold Contractor harmless from any and all claims for injury or damage to their person or property and to the person or property of any agent employee or invitee of Buyer or of any other person accompanying Buyer Buyer shall not in any manner interfere with work on the job with any subcontractor or workmen or with Contractor s progress hereunder The Buyer will not communicate directly with Contractor s workmen employees agents or subcontractors regarding the means method or manner in which they are to perform their work At the time of the final inspection the Buyer will give to the Contractor a signed punch list that identifies any alleged deficiencies in workmanship or material The Contractor shall correct any items on the Buyer s punch list that are deficient in workmanship and/or materials according to the Building Code standards of construction relevant to the municipality/county and the period of time in which the house is built The Contractor shall correct those defects within a reasonable period of time The Contractor s obligation to correct any defects shall not be grounds for postponing nor delaying the closing nor for imposing any conditions upon the closing not specified in this contract

MULTIPLE OWNERS Should more than one Buyer be involved in this contract either party may sign amendments exclusions and their signature binds the other In the use of the words Buyer or Buyers herein any reference to the singular will mean the plural if appropriate and any reference to the singular will include the plural if appropriate

ADJUSTMENTS Taxes water rents sewer charges and utilities shall be adjusted as of the date of the delivery of the deed

INSURANCE For the benefit of both parties as their interests may appear the Contractor shall maintain fire and general builder s risk insurance upon the entire structure to one hundred (100%) of the insurable value thereof The Contractor shall maintain such insurance as is is required by statute to protect him from claims under Workers Compensation Acts

FIRE OR CASUALTY In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed Buyer or Contractor shall have the option for (10) days after notice of such to terminate this contract Upon such termination the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder If neither Buyer or Contractor elects to terminate the contract the parties shall proceed thereunder

INSULATION (A) Exterior walls according to the manufacturer s specifications R-13 (B) Ceilings according to the manufacturer s specifications R-30 (C)Floors according to the manufacturer s specifications R-19

ENTIRE AGREEMENT This contract (including the documents incorporated by reference pursuant to this contract) constitutes the entire agreement between the parties and it supersedes all prior or contemporaneous agreements and understandings whether written or oral This contract may be changed only by a written contract amendment signed by all parties to this contract The contract shall be binding upon each of the parties respective heirs executors administrators successors and assigns However this contract shall not be assigned without the written consent of all parties Each provision of this contract is separable from every other provision of the contract and if any provision is unenforceable or revised, the remainder of the contract will remain valid and enforceable The provisions of this contract shall survive the execution and delivery of the deed and shall not be merged therein

We the undersigned have read and understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT THIS DAY AND YEAR FEBRUARY 5, 2004

Signed Sealed and Delivered in the presence of

GILBERT A GOODWIN CONTRACTOR, INC.

Wilma Goodwin
WITNESS AS TO SELLER

BY [signature]
GILBERT A GOODWIN PRESIDENT

James M Mason 252 469 076
PURCHASER SS#

Gilbert A Tullis II
WITNESS AS TO SELLER

Helen M Mason 417 48 3473
PURCHASER SS#
2-5-04

Gilbert A Tullis II
WITNESS AS TO PURCHASER

WITNESS AS TO PUCHASER

Rolling Creek

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN: 1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER: 03 RE 174

7 LOAN NUMBER:

8 MORTGAGE INS CASE NUMBER:

COPY

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.*

10 3/99 (FRICKS GAIL.PFD/03-RE 174/10)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Gail G Fricks Lot 36 The Courtyards at Rolling Creek	SEL Properties LLC 1105 Pulaski Street Columbia SC 29201 TIN 57 1039150	Bank of America 200 S College Street Charlotte NC 28255-0001

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 1120148	I SETTLEMENT DATE
Lot 36 The Courtyards at Rolling Creek Richland County Phase 1	Law Office of Smokey Brown PC PLACE OF SETTLEMENT 7434 Forest Court Irmo SC 29063	May 1 2003

J SUMMARY OF BORROWER'S TRANSACTION			K SUMMARY OF SELLER'S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			**400 GROSS AMOUNT DUE TO SELLER**		
101 Contract Sales Price		40 000 00	401 Contract Sales Price		40 000 0
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		1 596 10	403		
104			404		
105			405		
Adjustments For Items Paid By Seller In advance			*Adjustments For Items Paid By Seller In advance*		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 County Taxes	to		407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		41 596 10	*420 GROSS AMOUNT DUE TO SELLER*		40 000 0
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit or earnest money		1 000 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)		36 000 00	502 Settlement Charges to Seller (Line 1400)		4,208 1
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to NBSC #2750-4		32 000 0
205			505 Payoff of second Mortgage		
206			506 Deposit retained by seller		1 000 0
207			507		
208			508		
209			509		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Taxes	to		511 County Taxes	to	
212 Assessments	to		512 Assessments	to	
213			513 Site dev Ph 1		4903 42
214			514 Into Str Ph 1		2588 23
215			515 Int Cur		3075
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		37 000 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		37,208 1
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		41 596 10	601 Gross Amount Due To Seller (Line 420)		40 000 0
302 Less Amount Paid By/For Borrower (Line 220)		(37 000 00)	602 Less Reductions Due Seller (Line 520)		(37,208 1
303 CASH (X FROM) (TO) BORROWER		4 596 10	*603 CASH (X TO) (FROM) SELLER*		2 791 9

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

Lot 125' sales & JD
6-4-03

L SETTLEMENT CHARGES

				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ @ %				
	Division of Commission (line 700) as Follows				
701	$ to				
702	$ to				
703	Commission Paid at Settlement				
704	Real Estate Brokerage Fee	to Dutch Fork Realty			4 000 0
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**				
801	Loan Origination Fee %	to			
802	Loan Discount %	to			
803	Appraisal Fee	to Homefocus Services LLC	POC $248 00b		
804	Credit Report	to First America Credco	POC $0 80b		
805	Lender's Inspection Fee	to			
806	Mortgage Ins App Fee	to			
807	Assumption Fee	to			
808	Application Fee	to Bank of America		200 00	
809	Lender Closing Fee	to Bank of America		500 00	
810					
811					
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**				
901	Interest From 05/01/03 to 05/01/03 @ $ /day (days 6 4000 %)				
902	Mortgage Insurance Premium for months to				
903	Hazard Insurance Premium for 1 0 years to				
904					
905					
1000	**RESERVES DEPOSITED WITH LENDER**				
1001	Hazard Insurance	months @ $ per month			
1002	Mortgage Insurance	months @ $ per month			
1003	City/Town Taxes	months @ $ per month			
1004	County Taxes	months @ $ per month			
1005	Assessments	months @ $ per month			
1006		months @ $ per month			
1007		months @ $ per month			
1008		months @ $ per month			
1100	**TITLE CHARGES**				
1101	Settlement or Closing Fee	to			
1102	Abstract or Title Search	to Law Office of Smokey Brown PC		158 00	
1103	Title Examination	to Law Office of Smokey Brown PC		50 00	
1104	Title Insurance Binder	to Law Office of Smokey Brown PC		75 00	
1105	Document Preparation	to Law Office of Smokey Brown PC			50 0
1106	Notary Fees	to			
1107	Attorney's Fees	to Law Office of Smokey Brown PC		333 00	
	(includes above item numbers.		)		
1108	Title Insurance	to Chicago Title Insurance Company		195 00	
	(includes above item numbers.		)		
1109	Lender's Coverage	$ 36 000 00	75 00		
1110	Owner's Coverage	$ 40 000 00	120 00		
1111	Administrative Fee	to Law Office of Smokey Brown PC		50 00	
1112	Express Mail Fee	to Law Office of Smokey Brown PC		15 00	
1113					
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**				
1201	Recording Fees. Deed $ 10 10 Mortgage $ 22 10		Releases $ 10 Richland	22 10	10 1
1202	City/County Tax/Stamps Deed		Mortgage		
1203	State Tax/Stamps Revenue Stamps		148 00 Mortgage		148 0
1204					
1205					
1300	**ADDITIONAL SETTLEMENT CHARGES**				
1301	Survey	to			
1302	Pest Inspection	to			
1303					
1304					
1305					
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)**			1 596 10	4 208 1

Certified to be a true copy

E36

The Courtyards
At
Rolling Creek
Phase I

This contract made between Gail W Strickland ~~Richard Young~~ 2.28.03 purchaser and

_____ SEL Properties LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County State of South Carolina, and being described as follows

Lot 36 Block _____, Phase _____, The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record including any shown on recorded plats, and all governmental statutes, rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 40,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)----$ 4,000.00

Balance upon Delivery of Deed as hereinafter provided $ 36,000.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

3-18-03

Purchaser further acknowledges that in addition to the purchase price and fees paid 3% 3 18 03 hereunder that Dutch Fork Realty shall receive as additional compensation six percent ~~(6%)~~ sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Carl W. Fricks and Richard S Young
And be delivered at the office of Smokey Brown
Or other stipulated place of closing and transaction closed on or before March 30th 2003
But not later than ~~March 30th 2003~~, 2002, as extended for events or occurrences beyond Seller s control, such as acts of God casualty losses or material shortages
April 15 2003 DM 3-18-03 gwb 3/18-03
Assessments (if any), taxes, and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years' taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year's property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made, may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may, at their sole discretion phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller's written consent shall be null and ineffectual

The purchaser has made a personal on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County, shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations, neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed, Sealed and Delivered
In the Presence of

Purchaser Date 2 28 03

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State, Zip Code

SEL Properties, LLC

By

(As to Seller)

Its

SETTLEMENT STATEMENT

OMB No 2502 0265

B Type of Loan: 1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins

6 File Number: 2003500 TGQ

7 Loan Number:

8 Mortgage Ins Case #:

COPY

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 (p o c) were paid outside the closing they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower
K G BUILDER INC
109 TURKEY CROSSING ROAD
ELGIN SC 29045

E Name and Addre s of Seller
SEL PROPERTIES LLC
PO BOX 11641
COLUMBIA SC 29211
CRC

F Name and Address of Lender
REGIONS BANK
216 EAST MAIN STREET
LEXINGTON, SC 29072

G Property Location
LOT 37 CTYDS ROLLING CREEK Phas I
TMS#02611-06-13 206 Swan L Branch Trl

H Settlement Agent
TIM QUINN, ATTORNEY AT LAW
Place of Settlement

I Settlement Date
11/24/03
DISB DATE: 11/24/03

J Summary of Borrower s Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	40,000 00	401 Contract sales price	40,000 00
102 Personal property		402 Personalproperty	
103 Settlement charges to borrower (line1400)	2,385 00	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes 11/24/03 12/31/03	27 55	407 County taxes 11/24/03 12/31/03	27 55
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	42,412 55	420 Gross Amount Due To Seller	40,027 55
200 Amounts Paid By or in Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Excess deposit (see instructions)	0 00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	495 72
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 231200 00	0 00	504 Payoff of first mortgage loan	32,000 00
205 1ST DRAW	42,412 55	505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	42,412 55	520 Total Reduction Amount Due Seller	32,495 72
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	42,412 55	601 Gross amount due to Seller (line 420)	40,027 55
302 Less amt paid by/for borrower(line 220)	(42,412 55)	602 Less reduction in amt due seller(ln 520)	(32,495.72)
303 Ca h ☒ From ☐ To Borrower	0 00	603 Cash ☒ To ☐ From Seller	7,531.83

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID #

Previous Edition is Obsolete

HUD 1 (3-86)
RESPA HB 4305.2

CRC 12-11-03

Site Dev Cost + 490342
Int. Inclusive + 25,483 23
COS - 30786 65

3520

				Borrower's Funds at Settlement	Seller's Funds at Settlement
700	Total Sales/Broker's Commission based on price $				
	Division of commission (line 700) as follows				
701	$				
702	$	to			
703	Commission paid at settlement				
704					
800	Items Payable in Connection With Loan				
801	Loan origination Fee 00 %	REGIONS BANK		1,156 00	
802	Loan Discount %				
803	Appraisal Fee	to			
804	Credit report	to			
805	Lender's Inspection Fee				
806	Mortgage Insurance Application Fee to				
807	Assumption Fee			200 00	
808	INSPECTION FEE TO REGIONS BANK			10.00	
809	FLOOD ZONE CERT TO REGIONS BANK			50 00	
810	CONSTRUCTION ADM FEE TO REGIONS BANK				
811					
812					
813					
814					
815					
900	Items Required By Lender To Be Paid In Advance				
901	Interest from to	@$	/day		
902	Mortgage Insurance Premium for		months to		
903	Hazard Insurance Premium for		years to		
904					
905					
1000	Reserves Deposited With Lender				
1001	Hazard Insurance	months @$	per month		
1002	Mortgage Insurance	months @$	per month		
1003	City Property Taxes	months @$	per month		
1004	County Property Taxes	months @$	per month		
1005	Annual Assessments	months @$	per month		
1006	Flood Insurance	months @$	per month		
1007	Sanitary Tax	months @$	per month		
1008	AGGREGATE ACCOUNTING ADJ	months @$	per month	0 00	
1100	Title Charges				
1101	Settlement or closing fee	to			
1102	Abstract or title search	to PERPETUAL TITLE		75 00	
1103	Title examination	to			
1104	Title insurance binder	to PERPETUAL TITLE		50 00	
1105	Document preparation	to DOC PREP			75 00
1106	Notary fees	to			
1107	Attorney's fee	to TIM QUINN, ATTORNEY AT LAW		300 00	
	(includes above item numbers	1101-1107	)		
1108	Title insurance	to PERPETUAL TITLE		504 60	
	(includes above item numbers		)		
1109	Lender's coverage	$ 231,200 00			
1110	Owner's coverage	$ 40,000 00			
1111	ADDITIONAL 75 00 FOR OWNERS POLICY			0 00	
1112					
1113					
1200	Government Recording and Transfer Charges				
1201	Recording fees Deed $ 10 20	;Mortgage $ 14 20	;Releases $ 8 10	24 40	8 10
1202	City/county tax/stamps: Deed $	;Mortgage $			
1203	State tax/stamp Deed $ 148 00	;Mortgage $ 00			148 00
1204					
1205					
1300	Additional Settlement Charges				
1301	Survey to				
1302	Pest inspection to				
1303	FED EX PACKAGE			15 00	
1304	2003 TAXES				264 62
1305					
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			2,385 00	495.72

I have carefully reviewed the HUD 1 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 the HUD 1 Settlement Statement

K G BUILDER INC

SEL PROPERTIES LLC

PRESI

Borrowers

Sellers

The HUD 1 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 this statement

Settlement Agent TIM QUINN ATTORNEY AT LAW

11/24/03

Date

WARNING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon conviction can include a fine or imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

3521

The Courtyards
At
Rolling Creek
Phase I

$40,000

This contract made between K. G Builders Inc, purchaser and

SEL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot 37 Block ____, Phase I The Courtyards at Rolling Creek Subdivision, Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record including any shown on recorded plats and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- --------- ----- --$ 40,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-- $ ____

Balance upon Delivery of Deed as hereinafter provided $ 40,000.00

Seller does hereby reserve the right due to final engineering and survey requirements to partially change alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

5122

Feb 11 99 09 01p D M 8037499100 P 1

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of K G Builder Inc
And be delivered at the office of _____
Or other stipulated place of closing and transaction closed on or before _____
But not later than _____ 2002 as extended for events or occurrences beyond Seller s control such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

Feb 11 99 09 01p D M 8037499100 P 2

The purchaser has made a personal on the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

_____

_____
(As to Purchaser)

_____
Address

_____
City State Zip Code

_____
(As to Seller)

KG Berlean Title PRES/SECY

_____
Purchaser Date

_____
Purchaser Date

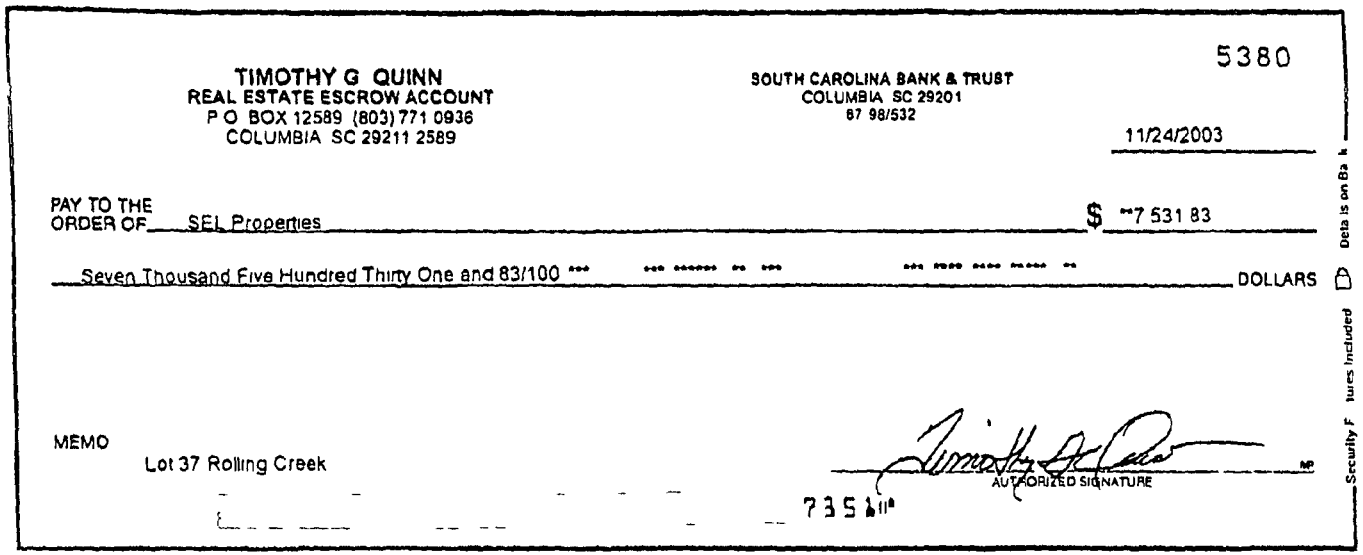
_____
Telephone – Home

SEL Properties LLC

By _____

Its _____

8037499100 D M Feb 11 99 09 02p p 3



TIMOTHY G QUINN
REAL ESTATE ESCROW ACCOUNT
P O BOX 12589 (803) 771 0936
COLUMBIA SC 29211 2589

SOUTH CAROLINA BANK & TRUST
COLUMBIA SC 29201
67 98/532

5380

11/24/2003

PAY TO THE ORDER OF SEL Properties $ **7 531 83

Seven Thousand Five Hundred Thirty One and 83/100 *** DOLLARS

MEMO Lot 37 Rolling Creek

AUTHORIZED SIGNATURE

7351

Data is on Ba k

Security F tures Included

5125

0002814

First American Title Insurance Company

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of South Carolina
County of Richland

Issuing Office File No 2003500

I we SEL Properties, Inc being first duly sworn, on oath depose and State that I we own the following described property

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

I/We have owned the property now being sold or mortgaged by me continuously for _____ years and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge nor do I know of any facts by reason of which the title to or possession of said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me and more particularly

1 No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases tenancy at will or otherwise

2 The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises

3 The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroachment upon any property of adjoining land owners

4 The Seller(s) has/have allowed no easements rights of way continuous driveway usage, drain, sewer water gas or oil pipeline or other rights or passage to others over the premises above described and had/have no knowledge of such adverse rights

5 The Seller(s)/Owner(s) at present, and for a period of 90 days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done nor has/have contracted for any material to be delivered to the premises for which charges therefore remain unpaid.

6 The Seller(s)/Owner(s) has/have no knowledge of any highways abandoned roads lanes cemetery or family burial grounds springs streams rivers ponds or lakes bordering or running through said premises

7 The undersigned has no knowledge of any due taxes or special assessments

8 The undersigned has not allowed and knows of no violation of any covenants restrictions agreements conditions or zoning ordinances affecting the premises

9 That there are no pending suits proceedings judgments, bankruptcies liens or executions against said owner either in the aforesaid county or any other county in the aforesaid state

This affidavit is given to induce FIRST AMERICAN TITLE INSURANCE COMPANY a California corporation, to issue its title insurance policy or policies without exception to claims of materialmen s and laborers liens survey matters, special assessments and rights of parties in possession, and as an inducement therefor said affiant agrees to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind including Attorney s fees which FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or become liable for under its said policy or policies now to be issues or any reissue renewal or extension thereof directly or indirectly as a result of any misrepresentation herewith

DATE 11/24/03

Notary Public for SC

My Commission Expires 11/23/08

Seller/Owner of Property

SEL Properties LLC

By: _____

Seller/Owner of Property

5126

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF _____)

Personally appeared before me SEL Properties LLC (Sellers) and K G Builder Inc (Purchaser) who being duly sworn deposes and says

We agree that the homeowners association is not active at this time should it become active in the future Purchaser acknowledges that she/he is a member thereof and will comply with all the rules and regulations of the association

Purchaser acknowledges receipt of the Covenants, easements and restrictions of the subdivision

We make this affidavit in consideration of purchaser purchasing and seller selling the property known by street address of lot 37 Courtyards at Rolling Creek, TMS# 02611-06-13

Sworn to before me this 24th day
of Oct 2003

Notary Public for South Carolina
My Commission Expires 11/23/08

_____

_____

5127

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN

1 ☐ FHA 2. ☐ FmHA 3 ☐ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER: RE 04 1309

7 LOAN NUMBER

8 MORTGAGE INS CASE NUMBER

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*

10 3/98 (VARHOLY CYNTH A PFDR -04 30W 8)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Cynthia G Varholy and Gretchen Boland Irmo SC 29063	KG Builders Inc	

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0999504	I SETTLEMENT DATE
Irmo SC 29063 Richland County South Carolina	The Harrell Law Firm PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	November 5 2004

J SUMMARY OF BORROWER'S TRANSACTION			K SUMMARY OF SELLER S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			**400 GROSS AMOUNT DUE TO SELLER**		
101 Contract Sales Price		307 500 00	401 Contract Sales Price		307 500 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		1 675 75	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 County Taxes 11/06/04	to 01/01/05	139 50	407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		309 315 25	*420 GROSS AMOUNT DUE TO SELLER*		307 500 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit or earnest money		6 000 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)			502 Settlement Charges to Seller (Line 1400)		19 737 75
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to Regions Bank/4783786 0		42 656 69
205			505 Payoff of second Mortgage		
206			506 Deposit retained by seller		6 000 00
207			507		
208			508		
209			509		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Taxes	to		511 County Taxes 01/01/04	to 11/06/04	772 24
212 Assessments	to		512 Assessments	to	
213 Allowance from Builder		8 825 00	513 Allowance from Builder		8,825 00
214 Total of Three Const Draws		217 092 00	514 Total of Three Const Draws		217 092 00
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		231 917 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		295 083 68
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		309 315 25	601 Gross Amount Due To Seller (Line 420)		307 500 00
302 Less Amount Paid By/For Borrower (Line 220)		(231 917 00)	602 Less Reductions Due Seller (Line 520)		(295 083 68)
303 CASH (X FROM) (TO) BORROWER		77 398 25	*603 CASH (X TO) (FROM) SELLER*		12 416 32

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

I HAVE CAREFULLY REVIEWED THE HUD 1 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 THE HUD 1 SETTLEMENT STATEMENT

Borrower Cynthia G Varholy by Gretchen Boland attny in fact — Seller KG Builders Inc

Cynthia G Varholy

Gretchen Boland

TO THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

The Harrell Law Firm
Settlement Agent

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 307,500.00 @ 6.0000 / 18,450.00		
	Division of Commission (line 700) as Follows		
701	$ 9,225.00 to Dutch Fork Realty		
702	$ 9,225.00 to Asset Realty Incorporated		
703	Commission Paid at Settlement		18,450.00
704	to		
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801	Loan Origination Fee % to		
802	Loan Discount / to		
803	Appraisal Fee to		
804	Credit Report to		
805	Underwriting Fee to		
806	Tax Service Fee to		
807	Flood Certification Fee to		
808			
809			
810			
811			
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901	Interest From to @ $ /day (days %)		
902	Mortgage Insurance Premium for months to		
903	Hazard Insurance Premium for 1.0 years to		
904			
905			
1000	**RESERVES DEPOSITED WITH LENDER**		
1001	Hazard Insurance @ $ per		
1002	Mortgage Insurance @ $ per		
1003	City/Town Taxes @ $ per		
1004	County Taxes @ $ per		
1005	Assessments @ $ per		
1006	@ $ per		
1007	@ $ per		
1008	Aggregate Adjustment @ $ per		
1100	**TITLE CHARGES**		
1101	Settlement or Closing Fee to		
1102	Abstract or Title Search to True Title	195.00	
1103	UPS FEE (Docs) to The Harrell Law Firm	15.00	
1104	Title Insurance Binder to Three Kings Title Insurance Agency	75.00	
1105	Document Preparation to The Harrell Law Firm		125.00
1106	ALTA Endorsements to Three Kings Title Insurance Agency		
1107	Attorney's Fees to The Harrell Law Firm	350.00	
	(includes above item numbers)		
1108	Title Insurance to Three Kings Title Insurance Agency	765.75	
	(includes above item numbers)		
1109	Lender's Coverage $		
1110	Owner's Coverage $ 307,500.00 765.75		
1111	Copies Postages Fax Fees to The Harrell Law Firm	15.00	
1112	UPS Fee (Loan Package)		
1113	UPS Fee (Payoff) to The Harrell Law Firm		25.00
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201	Recording Fees Deed $ 10.00 Mortgage $ Releases $	10.00	
1202	City/County Tax/Stamps Deed Mortgage		
1203	State Tax/Stamps Revenue Stamps 1,137.75 Mortgage		1,137.75
1204	Satisfactions		
1205	Assignment		
1300	**ADDITIONAL SETTLEMENT CHARGES**		
1301	Survey to		
1302	Pest Inspection to		
1303	HVAC		
1304	Home Inspection to Owen Wilson & Associates	250.00	
1305	Water and Sewer		
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**	1,675.75	19,737.75

By signing page 1 of this statement, he signs and acknowledges receipt of completed copy of page 2 of this two page statement.

Certified to be a true copy
Substitute Form 1099-S

SELLER'S TAX ID SOLICITATION. THE INFORMATION IN BLOCKS E, G, H, AND ON LINES 401, 408, 407, and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

For sale or exchanges of certain real estate, the person responsible for closing real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this information to you. To determine if you must report the sale or exchange of your main home, you must fill in lines 1 through 5 of the 2004 Schedule D (Form 1040) and if both questions in line 5 are answered "Yes," you may have to report the sale. If the real estate was not your main home, see Pub. 523 and Form 8824. Sale of Business Property. Form 6252 Installment Sale Income. Report on Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of Federal mortgage subsidy if, for example, you received a loan provided from the proceeds of qualified mortgage bond or you received mortgage credit certificate b) Your original mortgage loan was provided after 1990 and you sold or disposed of your home within nine years after the date you received the Federal mortgage subsidy. The amount you have to recapture and pay with your income tax return may be limited. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amounts on Lines 406 & 407 from the amount already paid to determine your deductible real estate tax. If you have already deducted real estate tax in a prior year, generally report this amount as income on the "Other Income" line of Form 1040. For more information, see Pub. 523.

For Paperwork Reduction Act Notice, see the 2004 Instructions for Forms 1099, 1098, 5498, and W-2G.
Department of the Treasury, Internal Revenue Service

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

Seller Signature	Seller Signature	Seller's Signature	Seller Signature
Tax ID/SSN	Tax ID/SSN	Tax ID/SSN	Tax ID/SSN

ASSET REALTY INC.
Real Estate for the 21st Century

NEW CONSTRUCTION
CONTRACT OF SALE

Rev 12/02

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation. Purchaser and Builder/Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Builder/Seller prior to its presentation and serves as written confirmation to the agreed upon agency status

1 DATE

A contract to purchase is offered this 02 day of FEBRUARY 20 04
by CYNTHIA G VARNADO & GRETCHEN BOWERS Purchaser(s)
to KG BUILDER INC Builder/Seller(s)

2. PROPERTY DESCRIPTION

Subject to terms and conditions herein Builder/Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon

Lot 37 Block 1 Section _____ Subdivision COMMONWOOD AT ROLLING CREEK
Address SAVANNAH BRANCH TRAIL
Tax Map # _____ City IRMO Zip 29063
County of RICHLAND State of South Carolina

3 PRICE

The sales price is $ 307,500 N/K CYV 2/3/04 to be paid as follow
A. $ N/K 6000 ~~Earnest money~~ paid by [ ] cash [X] check [ ] other ~~held in trust by~~ USED AS DOWN PAYMENT OF CONSTRUC.
B $ N/K 301,500 Additional earnest money to be deposited with _____ prior to _____
C $ N/K 301,500 Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ 2-2-04 D 301,500 Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING

A. If applicable construction financing to be obtained by [ ] Builder/Seller [X] Purchaser Permanent financing shall be [ ] FHA, [ ] VA (see addendum for FHA/VA) [ ] CONVENTIONAL [ ] BUILDER/SELLER [X] CASH (No Financing Required) OTHER TERMS _____

B In a cash transaction Purchaser agrees to provide Builder/Seller or Builder/Seller's agent within ten (10) business days of acceptance of this Contract written verification that sufficient funds are available for closing

5 CLOSING COSTS DISCOUNT POINTS

If a new loan is obtained Purchaser's closing costs and/or discount points to be paid by the N/A and the Purchaser's prepaid items by the N/A PMI FHA MIP VA or FMHA Funding Fee to be paid by the N/A If Builder/Seller pays closing costs prepaid items (PMI FHA-MIP VA or other funding fees) and/or discount points on behalf of Purchaser Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ N/A

6 LOAN PROCESSING APPLICATION FINANCING

Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Builder/Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract. Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser as per Section 15 of this Contract Loan approval to be obtained by N/A (date) Construction to begin N/A days after loan approval (if applicable)

7 ADDITIONAL CONTINGENCIES

N/A Complete the sale and closing of Purchaser's property located at N/A
It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this agreement remains in effect Should Builder/Seller be presented another Contract and if accepted this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded as per section 15 of this Contract Purchaser or agent will be notified of this Contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Builder/Seller or his agent that any financing aquired under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished pon request
N/A Complete the closing of the sale of Purchaser's property currently under contract on or before N/A
Property is located at N/A All documentation pertaining to this sale will be provided by Purchaser upon request
N/A Other _____

Purchaser Initials CYV) DATE 2/2/04 HAVE READ THIS PAGE Builder/Seller Initials ( ) DATE _____ HAVE READ THIS PAGE
2-2-04

8. CONDITIONS

A PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS

(1) Purchasers and Builder/Seller to approve plans and specifications by FEBRUARY 1 2004 (dat)

(2) House to be completed in a workmanlike manner according to the building codes of RICHLAND Cou ty and/or _____ (city) and in accordance with the approved plans a d specifications

(3) Builder/Seller represents that property [X] is [ ] is not subject to restrictive covenants or the jurisdiction of a homeowners association/regime which may impose restrictions or assessments Purchaser represents that the documents pertaining to such restrict ons or associations [X] have [ ] have not, been made available to him/her

(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ 350/YR per YR (month/quarter/year) and that such fee will be prorated at closing

(5) Any special assessments levied prior to closing will be paid by the [X] Builder/Seller [ ] Purchaser Builder/Seller rep esents that the property is connected to [X] public/communily sewer system or to [ ] a septic tank and to [X] public/commun ty water ystem or to [ ] a well system Property [ ] is [X] is not located n flood zo e

B COST OF CONSTRUCTION Builder/Seller shall provide and pay for all labor materials equipment tools clean up utilities transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with or related to the construction Builder/Seller shall pay all costs and other expenses of a y nature whatsoever fo Bu ide /Selle construction financing including real estate comm ss ons or fees if applicable

C ALTERATIONS CHANGES OR ADDITIONS None shall be made to approved plans or specifications nor shall any ext a work be performed or materials be p ovided or added by the Pu chaser unless approved by the B lder/Seller or its duly authorized agent n a written change orde Pu chaser shall pay the added cost of the change or alteration at the t me the request s agreed upon by both parties

D (1) WARRANTIES LIMITED WARRANTY OF CONSTRUCTION Unless otherwise provided fo herein Builder/Seller hereby warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House whichever comes first Builder/Seller will make all necessary repairs and corrections either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non conformity of construction to the Plans and Specifications At Builder/Seller's sole option Builder/Seller may either make such repair corrections replace any faulty or non-conforming item o cond tion o pay to Purchaser the easonable cost of such repai correctio o eplacement Th s limited warranty is for the benefit of Purchaser only and may not be assigned nor shall t n e to the benefit of a y othe pe son or entity shall survive closing and the delivery of the deed and is in lieu of all other warranties oral o written express or implied except such other express written warrantes as Builder/Seller may provide to Purchaser and the warranties described below

(2) WARRANTIES OF COMPONENTS. Bu ilder/Selle shall assign and delive to Purcha e t losing all gu a t us ul wa ranties of all components to the extent the same are assignable Purchaser shall be responsible for complia ce with ny notice and claim procedures

(3) HOME PROTECTION PLAN COVERAGE All parties understand that a th d party home p otection pla [ ] w ll [ ] will not be issued at closing If applicable the warranty premium will be paid at closing by the BUILDER/SELLER in the amount of $ NO COST and provided by BUILDER/SELLER

E OTHER CONDITIONS ~~CREDIT~~ FOR INTEREST OF CONSTRUCTION WILL BE PAID AT CLOSING TO THE OWNER (OFF THE FINAL SALES PRICE)

BRICK – PRODUCT CODE- 382
MORTAR – GREY
KEYSTONES - WHITE

9 BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES This sale and the purchase price includes all impro ements fixtu es a d app rtena ces Any ove ages will be paid by Pu ch ser t time of selection Bu ilde /Selle shall ot fy Pu chase o Pu haser's agent 48 ho s prio to closing of additional funds needed for overages and change orders not already paid by Purchaser

(a) Carpet $ 18.00 SQ YD installed including pad
(b) Other Floor covering ~~DEL~~ _____ installed
(c) Light fixtures $ 3080 excluding installation cost (Installation cost s ncl ded in sales price)
(d) Wallpaper _____ installed
(e) Kitchen Appliances $ 1850
(f) Landscaping $ 4500
(g) Other HARDWARE $ 100

SEE ATTACHED SPECIFICATION SHEET (3 PAGES)

Purchaser Initials _____ DATE 3/3/04 HAVE READ THIS PAGE Builder/Seller's Initials _____ DATE 3 3 04 HAVE READ THIS PAGE

CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make th t tle unmarketable) and to all governmental statutes ordinances rules and regulations Builder/Seller agrees to con ey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed reco ding fees shall be the responsibility of Builder/Seller The deed shall be prepared in the name of CYNTHIA G VARNEY & CLARA GENCY and delivered to the stipulated place of closing This t ansaction shall be closed on or before AUGUST 1, 2004 (date)

11 POSSESSION

The Builder/Seller will give possession of the herein described property to the Purchaser after the t tle to this property has passed to the Purchaser Builder/Seller agrees to delive the property free of debr s and in a clean condition Builder/Seller shall g ve Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing This nspect on s to ascertain that the property conforms to the terms of this contract Any non-conforming items (Punch List) and their completion times shall be agreed upon by P rchaser and Builder/Seller in writing prior to closing

12. INSPECTIONS

The Purchaser or Purchaser's Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction ca be dangerous and that hazards may exist which are not observable Any entry shall be solely at the Purchaser's own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompany ng P hase or e tering at h d ection Purchaser shall defend and hold Builder/Seller harmless f om and against any injury loss damage o e pense to persons or property arising out of such entry Purchaser may not interfere stop after di oct or fl ence employees subcontractors suppliers vendors or similar workers while on the job site Third party inspections shall ot be binding upon the Builder/Seller Buyer's rights under this paragraph shall not release Builder/Seller from any of Builder/Seller's obligations for the construction in accordance with the Plans and Specifications and this offer

13 EXTENSION OF AGREEMENT

Time is of the essence If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time l mit of this Contract both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date In a cash transaction if terms and conditions of section 4B have been met both parties agree to extend this Contract for a period not to e ceed ten (10) calendar days from the original closing date

14 BROKERAGE FEE

All real estate b okerage fees as specified in the Listing Agreement Commission Agreement with Builder/Seller o in the B yer's Brokerage Representation Agreement, if applicable are earned upon the acceptanc of th s offer and are due and payable at the t me of closing subject to any contingencies specified herein

15 EARNEST MONEY

Broker does not guarantee payment of check or checks accepted a earnest money Earnest money i t be p omptly deposited in Broker's escrow account upon acceptance by both parties of this Contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleade and Broker is made a party Broker shall be entitled to recover reasonable attorney s fees and court costs the same to be charged and assessed against Purchaser or Bu lder/Seller or both as the court may decide Earnest money shall not be refunded for any reason until the check has cleared the financial nstitution on which it was written

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership The earnest money so noted ____ will __X__ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

16 ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas ents when applicable and all other assessments including homeowner's association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this Contract are to be based on the tax information available on the date of clos ng and a e to be prorated on that bas unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by Pu chaser and/o Builder/Selle when the current year's taxes are determined

17 ROLLBACK TAXES

If appl cable ollback ta es shall be the responsibility of PURCHASER

18 NON RESIDENT TAXES

B lde /Selle ag ees to comply with the prov sions of South Carolina Code Sect on 12 8 80 (as amended) regard ng w thh lding requirem nts of Sellers who are not es dents of South Carol na as defined in the sa d st tute

19 FIRE OR CASUALTY

In case th s property is damaged wholly or partially by fire or other casualty prior to delivery of deed P rchase or Builder/Selle shall have the right fo ten (10) business days after the notice of such damage to terminate this Contract Upon uch term natio the earnest money deposit of Purchaser shall be eturned to Purchaser and neither party shall have any further rights hereunde If neither Purchaser nor Builder/Seller elects to terminate the Contract the parties shall proceed according to the terms of this Contract

20 DEFAULT

If Purchaser shall default under this Contract, Builder/Seller shall have the option of suing for damages or rescinding th s Contract. In the event the Contract s rescinded one-half of the earnest money shall then be paid to the Broker(s) not to e ceed the comm ssion due such Broker and the emaining balance of earnest money shall be paid to Builder/Seller Upo def ult by Bu lder/Seller Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract. Upon default by Builder/Seller If Purchaser elects to rescind this Contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this Cont act the preva l g party a d Brok r( ) shall be ent tled to the award of their costs including reasonable attorney s fees

Pu ch se r sab) DATE 7/7/04 HAVE READ THIS PAGE Builder/S ll r' tial) DATE 7-2-04 HAVE READ THIS PAG

21 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Contract the breach of this Contract or the services provided n relation to this Contract shall be submitted to mediation in accordance with the Rules and Procedures of the D spute Resolut on System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include epresentations made by the Purchaser( ) Bu lder/ Seller(s) or any real estate Broker o other person or ent ty in connection with the sale purchase financing condition o othe aspect of the property to which this Contract pertains including without limitation allegations of concealment m srepresentat on negligence and/or fraud Any Contract signed by the parties pursuant to the mediation conference shall be binding

Any dispute not resolved by mediation in connection with the sale of the property or improvements or aris ng out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act

22. SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their agent(s) recommend that Purchaser ha e a survey of the s bject property mad th t Purchaser select an attorney to examine the title to the property and that Purchaser obta n all approp riate t su an e co erage including that required by the lender effective with the time of closing

23 ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the ent re agreement between the parties and that the e s o th agreement oral or otherwise modifying the terms hereunder and that this Contract shall be binding on both parties the r principals heirs personal representatives successors and assigns as state law permits

24 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 7:00 o clock 8 m (ET) on FEB 2, 2004 (date) unless accepted or countered by Builde /Seller n written form prior to such time

25 FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as rece pt of an original signed contract.

26 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed afte the clos ng it shall survive the closing and emain binding upon and for the parties hereto until fully observed kept o perfo med

27 DEFINITIONS In this Contract a single business day is defined as a twenty four (24) hou period beginning at the time of accepta ce of th Cont act, excluding Saturdays Sundays and South Carolina legal holidays

28. HUD/CLOSING STATEMENT RELEASE Builder/Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing B oker and Sell ng Broker copies of the HUD settlement stat ment fo the t ansaction

29 DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of a y ki d, express or implied as to the physical condition of the property or as to condition of or existence of imp o ement services or systems, thereto including but not limited to termite damage, roof basement, appliances heating and ai conditioning systems plumbing, sewage/septic electrical systems or to the structure (B) Give no warranty express or implied, concerning the condition of the property any matters which would be reflected by a current urvey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty e press o implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property o imp o ements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract, Purchaser and Builder/Seller should seek legal advice if the contents are not understood Both Pu chaser and Builder/Seller acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all terms and conditions stated he ein

IN WITNESS THEREOF this Contract has been duly executed by the parties he eto

Witness as to Purch se	P rchase	Date 2/3/04	SSN 112-74-1176
Witness to Purch se	P ch ser	Date 2/2/04	SSN
Wit ss as Builde /Sell	Builder/Seller	Date 2 2 04	SSN 254-33 7745
Witness as to Builde /Seller	Builde /Seller	D te	SSN
Listi g Agent D MEZTOR	Office MITCHTOWN REALTY	Teleph ne N mbe 803-749-9100	
Selling Agent Cubley McLam	Office ASSET REALTY INC	T lephone N mber 803-237-4885	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 7:38 O CLOCK P M. (ET) ON FEBRUARY 2, 2004 (DATE)

2/04
4 of 4

K.G Builder's Specification Sheet

Owner Mrs. And Mr
Address 206 Savannah branch trails
Subdivision Rolling Creek Court yard

Price ***Three Hundred Seven Thousand Five Hundred Dollars($307,500.00)***

Main Floor Heated 2 100 sq ft
Front Porch. 42 sq ft
Deck. 10 x12 sq ft

Upper Floor Heated. 435 sq ft
Garage 601 sq ft
5 Porch 160 sq ft

CJ 2/2/04

- ***All square footage Numbers are approximate.***
- ***K.G. Builder shall provide liability Builder s risk and workers' comp. Insurance.***

1 *K.G Builder shall comply with county of Richland county building codes and South Carolina Residential Commissions constructions standard guideline*
2 *Gutter shall be installed around the house*
3 *Foundation walls shall consist of concrete masonry units*
4 *Final grading shall include clearing all construction debris and creating swale to remove water from immediate area around the house*
5 *K.G Builder shall not be responsible for the survival of any trees and sods*
6 *Unwanted trees that is in proximity of the house needs to be marked by the owner(s) prior to rough grading*
7 *Footing shall be approximately 18 wide and 12" deep and poured with 3 000 PSI concrete and two (1/2) Re-bars*
8 *Foundation area shall be pre treated for termites*
9 *Framing shall consist of southern yellow pine or spruce to meet the code requirement*
- *Stlls 2x10*
- *Joists and girders 2x10 or 2x8*
- *Bridging - 2x4 cross bracing*
- *Sub-flooring - 3/4" T&G Plywood*
- *Shoes and plates 2x4 spruce*
- *Ceiling joist and rafters spruce or southern yellow pine*
- *Wall sheathing 1/2 styrofoam and 7/16" O S B*
- *Roof sheathing 7/16" O S B*

10 *All windows shall be Anderson double hung(screens are included)*
11 *All exterior doors shall be metal units with wood frames except front door units (leaded glass)*
12 *Cornice shall be installed with combination of pre finished metal and vinyl soffit*
13 *Roofing shall be 25 years Architectural shingles nailed over 15 lbs felt*
14 *Plumbing will consist of all CPVC and PVC pipes*
Master bath *Micalline Tub cultured marble (white) w/ 9 splash and Delta 2730-B P*
Micalline Shower cultured marble(white) with Delta-636B P

CJ 3/3/04 — 2-2-04

Vanity cultured marble (white) with Delta 522 B P(round clear knob)
W C elongated toilet (white)

Full bath(s) Tub – Americast tub with cultured marble surr (white) w//Delta 636-Chrome
Vanity cultured marble (white) with Delta 522 Chrome(round clear knob)
W C elongated toilet (white)

Kitchen Sink – under mount stainless sink with Delta 450- faucet

Others Water Heater 45 gallon gas
one icemaker hook up
Two hose connections
Laundry washer connection.

15 Electrical shall be wired with 200 Amp services
K G Builder shall install recess lights and owners shall pay fo recess lights materials.

16 Cables and phone lines shall be installed in all bedrooms bonus room kitchen sunroom and family room

17 Owners shall provide alarm system

18 **H.V.A.C.** (Good scent)——Tempstar heating and air shall be installed.
Main floor and Room over garage gas pack(12 seer unit)

19 **Insulation** Wall– R 13 Ceiling -- R 30 (either blown or batted)
Sound barrier in all bathroom(s) and laundry room with R 11

20 **Floor covering** **Hardwood** **Hardwood** - 2 1/4 select grade oak flooring and banak shoe moulding shall be installed and finished with three coats of polyurethane in dining room foyer kitchen hallways family room and breakfast room
Tile all bath rooms and laundry room
Carpet – all other rooms (see allowance)

21 Drywall shall be installed and finished with 1/2" thick gypsum boards with smooth finish throughout the house except garage ceiling (blown)

22 Room over garage stair shall be finished with materials for carpet treads

23 Exterior walls shall be brick veneer with brick details
Note Front gable above front entry shall be stucco

24 Interior trim materials shall be consisting of paint grade
Note A=3 5/8 crown B= 5 speed base C= 5 speed base
D= 444 casing G= 3 ¼ base board E=1 3/8 base cap

	ROOM	CROWN	BASE	CASING	OTHERS
A	MASTER BED	A+E	B	D	
B	MASTER BATH	A	B	D	
C	MASTER CLOSET	O	B	D	WOOD SHELVING
D	KITCHEN	A	B	D	
E	BREAKFAST	A	B	D	
F	DINING ROOM	A+G	B	D	2 PC CHAIR RAILS
G	FAMILY ROOM	A	B	D	
H	FOYER	A	B	D	
I	POWDER ROOM	A	B	D	
J	ALL BED ROOMS	A	C	D	
K	ALL BATH ROOMS	A	B	D	
L	ALL CLOSETS	None	C	D	Wire shelving
M	R O G	None	B	D	
N	GARAGE	None	G		

Note. Builder shall consult with owners prior to installation of cabinets and vanities for designs

2/3/04 2-2-04

25 *Concrete work shall be installed as specified on the site plan with 3 000 psi with wood expansion joints(broom finish)*

26 *Interior doors will be 6 panel-6 8 masonite units (hollow core)*

27 *Cabinets will be pre-finished or site built white cabinets*

28 *Garage door shall be 18 x 8 regular raised panel doors with two remote operators*

29 *Kitchen counter top shall be granite without back splash*

30 *Fire place shall be pre finished unit*

31 *Painting will be either latex or alkyd base paint*
Exterior - two coats finish
Interior trim - two coats finish
Interior wall two coats flat latex
***Up to three wall paint colors are allowed and one trim color ***

32 *Front porch shall be finished with pavers*

33 *Allowances* *Hardware (bath accessories door locks and cabinet pulls)---$ 1 000*
√Carpet (no runners)--- $ 18/yd.
√Lighting(fixtures bulbs chime and smoke detectors)-- $ 3 080
Appliances(range dishwasher and micro oven)-- $ 1 850
Fireplace and surroundings---$ 550
√Tile -- Up to $ 2 00 for materials only(two selections)
Landscaping -- $ 4 500

Acceptance

2-2-04
Date

K.G. Builder Inc.

Cynthia J Warnock
Owner (s)

Witness

Gretchen Leland

Owner (s)

ASSET REALTY INC
Real Estate for the 21st Century

BUYER'S CHECKLIST

PROPERTY ADDRESS LOT 37, COURTYARDS AT ROLLING CREEK IRMO, SC 29063

Following are some items which Buyer may wish to have inspected or researched, at Buyer's expense, prior to making an offer to purchase a home

Review the Seller's Property Disclosure form through the listing Agent
Review with Buyer s Agent availability of Home Warranty Programs

- Ask about existing termite bond
- Verify age of structure
- Ask about property assessments
- Acquire subdivision/zoning restrictions Subdivision By Laws & Covenants & Restrictions
- Locate well and septic tanks and have inspected
- Locate any underground storage tanks
- Check square footage for accuracy (See Buyer s Acknowledgment of Square Footage)
- Verify lot size through previous plat, county records
- Check for flood plain easements, encroachments on recorded plat
- Check for proximity to high voltage power lines
- Check for sources of potential pollution or potential hazardous conditions
- Check local planning authority for future development plans in area
- Check for future street expansion
- Check for commercial development nearby or proposed
- Verify neighborhood regime fee/assessments
- Check real property tax and assessments
- Check for farm run off nearby

Check for proximity to shooting range or other noise hazards

- Verify building permits used for any prior modifications

Some of the professional property inspections to consider include

Structural condition of property	Synthetic stucco
Roof condition and remaining life	Radon
HVAC system	Condition of appliances
Electrical capacity	Presence of termites or excess moisture
Plumbing systems	Presence of lead based paint
Pool pump and liner	Formaldehyde insulation
Well capacity / water purity	Asbestos in ceiling or around plumbing
Septic system	Fireplace(s)
Survey	Review local sex offender registries

- Inquire about Owner s Title Insurance (especially with higher equity)
- Have Buyer s Attorney review documents before they are signed
- Re-key new property after close

Buyer acknowledges that should any of the above (or any other) items be of sufficient importance, Buyer should direct his/her Agent to insert wording into the offer to purchase which will allow Buyer to perform these inspections PRIOR to being obligated to close the transaction

Buyer 5/2/04 date Buyer date

REV 03 21-03 ARI form S 008

ASSET REALTY, INC
Real Estate for the 21st Century™

BUYER'S ACKNOWLEDGMENT OF SQUARE FOOTAGE

SUBJECT PROPERTY LOT 37 COUNTYARDS AT ROLLING GREEN
FARMO, SC 29063

ASSET REALTY, INC has advised me that ALL INSPECTIONS REPAIRS OR VERIFICATIONS SHOULD BE DONE BY COMPETENT LICENSED PROFESSIONALS since these matters are outside of the Company s areas of expertise

I have indicated below the importance of the square footage measurements as it affects my decision to purchase said property

____ I ACCEPT THE GENERALIZED SQUARE FOOTAGE 2535 HEATED SQ FT MEASUREMENTS ACCOMPANYING THE MARKETING MATERIALS AVAILABLE ON SUBJECT PROPERTY AND AM **NOT BASING MY DECISION TO PURCHASE THIS PROPERTY ON THE SQUARE FOOTAGE FIGURES PRESENTED TO ME BY THE LISTING BROKER OR THE SELLING BROKER.**

____ I WOULD LIKE TO INDEPENDENTLY VERIFY THE SQUARE FOOTAGE OF THE SUBJECT PROPERTY I REALIZE MY AGENT MAY MEASURE THE PROPERTY ON MY BEHALF OR I MAY HIRE A LICENSED APPRAISER OF MY CHOICE TO FURTHER VERIFY SUCH FIGURES **ANY SUCH VERIFICATION SHOULD BE DONE PRIOR TO MY MAKING AN OFFER TO PURCHASE SAID PROPERTY**

In either case I realize that as Buyer I have the ULTIMATE RESPONSIBILITY of accepting or rejecting such figures and hold listing Broker/Agents and selling Broker/Agents harmless of any discrepancies arising out of such measurements and comparisons

BUYER Cynthia L Lunsford DATE 3/24/04
BUYER _____ DATE _____

REV 03 21 03 ARI form S 006

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN
1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS

6 FILE NUMBER KGBLDR10-03 7 LOAN NUMBER

8 MORTGAGE INS CASE NUMBER

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*

10 3/98 (KGBLDR10-03.PFD/KGBLDR10-03/9)

D NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
K G Builder Inc. 109 Turkey Crossing Rd Elgin SC 29045	SEL Properties LLC 1105 Pulaski Street Columbia SC 29201	Regions Bank 216 East Main Street Lexington SC 29072

G PROPERTY LOCATION	H. SETTLEMENT AGENT 57-0805713	I SETTLEMENT DATE
208 Savannah Branch Trail Irmo SC 29063 Richland County South Carolina Lot 38 ph I	Thomas Anderson PLACE OF SETTLEMENT 6160 St Andrews Road Columbia SC 29212	October 29 2003

J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100	GROSS AMOUNT DUE FROM BORROWER		400	GROSS AMOUNT DUE TO SELLER	
101	Contract Sales Price	40,000 00	401	Contract Sales Price	40 000 00
102	Personal Property		402	Personal Property	
103	Settlement Charges to Borrower (Line 1400)	2,433 00	403		
104	Payoff		404		
105	Payoff		405		
	Adjustments For Items Paid By Seller In advance			*Adjustments For Items Paid By Seller in advance*	
106	City/Town Taxes to		406	City/Town Taxes to	
107	County Taxes 10/30/03 to 01/01/04	45 67	407	County Taxes to	
108	Assessments to		408	Assessments to	
109			409		
110			410		
111			411		
112			412		
120	*GROSS AMOUNT DUE FROM BORROWER*	42 478 67	420	*GROSS AMOUNT DUE TO SELLER*	40 000 00
200	AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500	REDUCTIONS IN AMOUNT DUE TO SELLER	
201	Deposit or earnest money	1,000 00	501	Excess Deposit (See Instructions)	
202	Principal Amount of New Loan(s)	(231,200 00)	502	Settlement Charges to Seller (Line 1400)	4,278 00
203	Existing loan(s) taken subject to		503	Existing loan(s) taken subject to	
204			504	Payoff of first Mortgage to NBSC/Lot 38 Rolling Cr	27 602 44
205			505	Payoff of second Mortgage	
206			506	Deposit retained by seller Did Not Recv	(1 000 00)
207	Construction Draw	41,478 67	507		
208			508		
209			509		
	Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*	
210	City/Town Taxes to		510	City/Town Taxes to	
211	County Taxes to		511	County Taxes 01/01/03 to 10/30/03	218 95
212	Assessments to		512	Assessments to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220	*TOTAL PAID BY/FOR BORROWER*	42 478 67	520	*TOTAL REDUCTION AMOUNT DUE SELLER*	33 099 39
300	CASH AT SETTLEMENT FROM/TO BORROWER		600	CASH AT SETTLEMENT TO/FROM SELLER	
301	Gross Amount Due From Borrower (Line 120)	42,478 67	601	Gross Amount Due To Seller (Line 420)	40,000 00
302	Less Amount Paid By/For Borrower (Line 220)	(42 478 67)	602	Less Reductions Due Seller (Line 520)	(33 099 39)
303	*CASH (FROM) (TO) BORROWER*	0 00	603	*CASH (X TO) (FROM) SELLER*	6 900 61

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

Borrower K.G Builder Inc.

Seller SEL Properties LLC

Site dev: + 4903 42
Int: + 25883 23
COS Lot: - 37196 65

3522

HUD-1 (3-86) RESPA HB4305 2

L SETTLEMENT CHARGES			
700 TOTAL COMMISSION Based on Price $ 40,000.00 @ 10.0000 % 4,000.00		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows			
701 $ 4 000 00 to Dutch Fork Realty			
702 $ to			
703 Commission Paid at Settlement			4 000 00
704 to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee 1 0000 % to Regions Bank		1,156 00	
802 Loan Discount % to			
803 Appraisal Fee to Regions Bank		275 00	
804 Credit Report to			
805. Tax Service Fee to to			
806 Flood Cert. Fee to Regions Bank		10 00	
807 Document Prep Fee to			
808. Inspection Fee to Regions Bank		200 00	
809 Const. Admin Fee to Regions Bank		50 00	
810 Express Fees			
811			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest From 10/29/03 to 11/01/03 @ $ /day (3 days %)			
902 Mortgage Insurance Premiumfor months to			
903 Hazard Insurance Premium for 1 0 years to			
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insurance months @ $ per month			
1002 Mortgage Insurance months @ $ per month			
1003 City/Town Taxes months @ $ per month			
1004 County Taxes months @ $ per month			
1005 Assessments months @ $ per month			
1006. months @ $ per month			
1007 months @ $ per month			
1008 Aggregate Adjustment months @ $ per month			
1100. TITLE CHARGES			
1101 Satisfaction Fee to H Thomas Anderson			5 00
1102. Abstract or Title Search to H Thomas Anderson		150 00	
1103 Attorney Fee to H Thomas Anderson		275 00	
1104 Title Insurance Binder to Irmo Title Insurance Agency		50 00	
1105 Document Preparation to H Thomas Anderson			125 00
1106 Express Fee (package) to			
1107 Express Fee (payoff) to			
(includes above item numbers)			
1108 Title Insurance to Irmo Title Insurance Agency		232 00	
(includes above item numbers)			
1109 Lender's Coverage $ 231 200 00 232.00			
1110 Owner's Coverage $			
1111			
1112.			
1113			
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $ 10 00 Mortgage $ 25 00 Releases $		35 00	
1202. City/County Tax/Stamps Deed 148 00, Mortgage			148 00
1203 State Tax/Stamps Deed Mortgage			
1204 Assignment			
1205 Richland County Register of Deeds			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey to			
1302 Pest Inspection to			
1303			
1304			
1305			
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502, Section K)		2 433 00	4 278 00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy

H Thomas Anderson
Settlement Agent

(KGBLDR10-03 / KGBLDR10-03 / 9)

3523

The Courtyards
At
Rolling Creek
Phase I

This contract made between K. G Building Inc purchaser and

SEL Properties, LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot 38 Block ____ Phase 1, The Courtyards at Rolling Creek Subdivision
Irmo S C 29063

The conveyance is and will be subject to the following

- Property taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- ---------- ----$ 40,000.00
To be paid as follows
Deposit or Reservation Money (Cash__ Check__)---$ 1,000.00

Balance upon Delivery of Deed as hereinafter provided $ 39,000.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

5140

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of K G Building Inc.
And be delivered at the office of To be decided
Or other stipulated place of closing and transaction closed on or before 9-28-03,
But not later than 9-28-03 2002 as extended for events or occurrences beyond Seller s control such as acts of God, casualty losses or material shortages

Assessments (if any), taxes, and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County, shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations, neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended, except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing.

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties, LLC

By

(As to Seller)

Its

(38)

A Settlement Statement

U S Department of Housing and Urban Development

HUD 1 (3/86) OMB No 2502 0265

B Type of Loan

1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv Unins 4 ☐ VA 5 ☐ Conv Ins

6 File Number	7 Loan Number	8 Mortgage Insurance Case Number
LINKF 314		

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D Name and Address of Borrower	E. Name and Address of Seller	F Name and Address of Lender
Lawrence J Linke and Linda C Linke	K C Builder Inc 109 Turkey Cro s ng Road Elgin SC 29045	CitiMo tgage Inc 1000 Technology Drive O Fallon MO 63304

G Property Location	H Settlement Agent	
Irmo SC 29063	Gillis Law Firm	
	Place of Settlement	I Settlement Date
	125 Executive Pointe Boulevard Columbia, SC 29210	05/28/04

J Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		**400 Gross Amount Due To Seller**	
101 Contract sales price	310 400 00	401 Contract sales price	310 400 00
102. Personal property		402. Personal property	
103 Settlement charges to borrower (line 1400)	5 521 15	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	**315 921 15**	**420 Gross Amount Due To Seller**	**310 400 00**
200 Amounts Paid By Or In Behalf Of Borrower		**500 Reductions In Amount Due To Seller**	
201 Deposit or earnest money	5 000 00	501 Excess deposit (see instructions)	5 000 00
202 Principal amount of new loan(s)	215 000 00	502 Settlement charges to seller (line 1400)	19 953 95
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
04		504 Payoff of first mortgage loan Regions Bank	213 134 67
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01/04 to 05/28/04	107 73	511 County taxes 01/01/04 to 05/28/04	107 73
212 Assessments to		512. Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	**220 107 73**	**520 Total Reduction Amount Due To Seller**	**238 196 35**
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross Amount due from borrower (line 120)	315 921 15	601 Gross amount due to seller (line 420)	310 400 00
302 Less amounts paid by/for borrower (line 220)	(220 107 73)	602 Less reductions in amt due seller (line 520)	(238 196 35)
303 Cash ☒ From ☐ To Borrower	**95 813 42**	**603 Cash ☒ To ☐ From Seller**	**72 203 65**

331
328
336,000

336
331,000
321,000
328000

L. Settlement Charges

				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700	Total Sales/Broker's Commission based on price $310 400 00 @ 6 0 / = 18 624 00				
	Division of Comm ssion (line 700) as follows				
701	$9 312 00	to Russell & Jeffcoat			
702	$9 312 00	to Dutch Fork Realty			
703	Commission paid at Settlement				18 624 00
704					
800	**Items Payable In Connection With Loan**				
801	Loan Origination Fee	/			
802	Loan Discount	/			
803	Appraisal Fee	to Alan P Rose, Sr by Acclaimed	POC $300 00b		
804	Credit Report	to Kroll Factual Data by Acclaimed	POC $15 00b		
805	F al Inspection F e to Bruce Volk & Associates			75 00	
806	Mortgage Insurance Application Fee to				
807	Commitment Fee to CitiMortgage Inc			588 00	
808	Processing Fee to Acclaimed Financial Group			395 00	
809					
810	Broker Premium from CitiMortgage Inc to Acclaimed Financial		1 OC $1 176 05		
811					
812					
813					
814					
900	**Items Requ red By Lender To Be Paid In Advance**				
901	Interest from 05/28/04 to 06/01/04	@ $24 30 /day		97 20	
902	Mortgage Insurance Premium for	months to			
903	Hazard Insurance Premium for	1 years to USAA		971 10	
904		years to			
905					
1000	**Reserves Deposited With Lender**				
1001	Hazard Insurance	3 months @ $80 93 per month		242 79	
1002	Mortgage Insurance	months @ $ per month			
1003	City property taxes	months @ $ per month			
1004	County property taxes	8 months @ $266 75 per month		2 134 00	
1005	Annual assessments	months @ $ per month			
1006		months @ $ per month			
1007		months @ $ per month			
1008	Aggregate adjustment			566 44	
1100	**Title Charges**				
1101	Settlement or closing fee	to			
1102	Abstract or title search	to Abstract Title		130 00	
1103	Title examination	to			
1104	T tle nsurance binder	to 2nd Battal on Title		75 00	
1105	Document preparation	to Gillis Law Firm			150 00
1106	Notary fees	to			
1107	Attorney's fees	to Gill s Law Firm		350 00	
	(cludes above items numbers	)			
1108	Title insurance	to 2nd Battalion Title		668 20	
	(includes above items numbers FATIC / Both	)			
1109	Lender's coverage	$ 215 000 00	premium 476 25		
1110	Owner's coverage	$ 310 400 00	premium 191 95		
1111					
1112	UPS Express Mail Fee to Gillis Law Firm			15 00	15 00
1113					
1200	**Government Recording and Transfer Charges**				
1201	Record ng fees Deed $10 10	Mortgage $ 31 10	Release $	41 20	
1202	City/county tax/stamps Deed $1 148 85	Mortgage $			1 148 85
1203	State tax/stamps Deed $	Mortgage $			
1204	Record Survey & QC Deed to Richland County RoD			5 10	10 10
1205	Release Fee to Gillis Law Firm				6 00
1300	**Additional Settlement Charges**				
1301	Survey to Cox and Dinkins Inc			300 00	
1302	Pest inspection to Palmetto Exterminators Inc		POC s		
1303	Heat & Air Inspection		n/a		
1304	Hon e Warranty		n/a		
1305					
1400	**Total Settlement Charges (enter on lines 103 Section J and 502 Section K)**			5 521 15	19 953 95

This page is attached to and made part of the Settlement Statement in the matter described on Page 1 of the Settlement Statement

I have carefully reviewed this 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 the Settlement Statement

Borrower(s) _____ 05/28/04
Lawrence J Linke

_____ 05/28/04
Linda G Linke

Seller(s) K G Builder Inc

By _____

Title _____

The Settlement Statement which I have prepared is a t c nd accurate account of funds received and funds disbursed or to be disbursed for this transaction

05/28/04 _____ Gillis Law Firm Settlement Agent

WARNING It a c me to k ow ngly mak f lse statements to the U ted States this form Penalties up convi tio ce i cl d fine and i pr sonment For deta ls see T tl 18 U S C de Sec tion 1001 and Sect on 1010

RUSSELL & JEFFCOAT
REALTORS® INCORPORATED

REALTOR®

NEW CONSTRUCTION
CONTRACT OF SALE

Rev 12/02

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation **Purchaser and Builder/Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Builder/Seller prior to its presentation and serves as written confirmation to the agreed upon agency status**

1 DATE

A contract to purchase is offered this 31st day of October 20 03
by Larry + Linda Linke Purchaser(s)
to K.G Builder, Inc Builder/Seller(s)

2. PROPERTY DESCRIPTION

Subject to terms and conditions herein Builder/Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon

Lot 38 Block _____ Section _____ Subdivision Courtyards at Rolling Creek
Address 208 Savannah Branch Trail
Tax Map # _____ City Irmo Zip 29063
County of Richland State of South Carolina

3 PRICE

The sales price is $ ~~#308,900~~ #310,400 00 WAS 10-22-03 to be paid as follows

A $ 5,000 Earnest money paid by [ ] cash [✓] check [ ] other held in trust by Russell & Jeffcoat

B $ — Additional earnest money to be deposited with _____ prior to _____

C $ 95,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds

D $ 208,900 Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING

A If applicable construction financing to be obtained by [✓] Builder/Seller [ ] Purchaser Permanent financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [✓] CONVENTIONAL [ ] BUILDER/SELLER [ ] CASH (No Financing Required) OTHER TERMS _____

B In a cash transaction Purchaser agrees to provide Builder/Seller or Builder/Seller s agent within ten (10) business days of acceptance of this Contract written verification that sufficient funds are available for closing

5 CLOSING COSTS DISCOUNT POINTS

If a new loan is obtained Purchaser's closing costs and/or discount points to be paid by the Buyer and the Purchaser's prepaid items by the Buyer PMI FHA MIP VA or FMHA Funding Fee to be paid by the Buyer If Builder/Seller pays closing costs prepaid items (PMI FHA MIP VA or other funding fees) and/or discount points on behalf of Purchaser Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ _____

6 LOAN PROCESSING APPLICATION FINANCING

Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Builder/Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser s Agent must notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser as per Section 15 of this Contract Loan approval to be obtained by _____(date) Construction to begin _____ days after loan approval (if applicable)

7 ADDITIONAL CONTINGENCIES

[ ] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser s property in accordance with this agreement remains in effect Should Builder/Seller be presented another Contract and if accepted this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded as per section 15 of this Contract Purchaser or agent will be notified of this Contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Builder/Seller or his agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request
[ ] Complete the closing of the sale of Purchaser's property currently under contract on or before _____
_____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request
[ ] Other _____

Purchaser's Initials (LL SLL) DATE 10/21/03 HAVE READ THIS PAGE Builder/Seller's Initials (LL) DATE _____ HAVE READ THIS PAGE

8 CONDITIONS

A PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS

(1) Purchasers and Builder/Seller to approve plans and specifications by Nov 7, 2003 (date)

(2) House to be completed in a workmanlike manner according to the building codes of Richland County and/or _____ (city) and in accordance with the approved plans and specifications

(3) Builder/Seller represents that property [✓] is [ ] is not subject to restrictive covenants or the jurisdiction of a homeowners association/regime which may impose restrictions or assessments Purchaser represents that the documents pertaining to such restrictions or associations [ ] have [✓] have not been made available to him/her

(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ 880 approx per Yr (month/quarter/year) and that such fee will be prorated at closing

(5) Any special assessments levied prior to closing will be paid by the [✓] Builder/Seller [ ] Purchaser Builder/Seller represents that the property is connected to [✓] public/community sewer system or to [ ] a septic tank and to [✓] public/community water system or to [ ] well system Property [ ] is [✓] is not located in flood zone

B COST OF CONSTRUCTION Builder/Seller shall provide and pay for all labor materials equipment tools clean up utilities transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with or related to the construction Builder/Seller shall pay all costs and other expenses of any nature whatsoever for Builder/Seller's construction financing including real estate commissions or fees if applicable

C ALTERATIONS CHANGES OR ADDITIONS None shall be made to approved plans or specifications nor shall any extra work be performed or materials be provided or added by the Purchaser unless approved by the Builder/Seller or its duly authorized agent in a written change order Purchaser shall pay the added cost of the change or alteration at the time the request is agreed upon by both parties

D (1) WARRANTIES LIMITED WARRANTY OF CONSTRUCTION Unless otherwise provided for herein Builder/Seller hereby warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House whichever comes first Builder/Seller will make all necessary repairs and corrections either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non conformity of construction to the Plans and Specifications At Builder/Seller's sole option Builder/Seller may either make such repairs or corrections replace any faulty or non-conforming item or condition or pay to Purchaser the reasonable cost of such repair correction or replacement This limited warranty is for the benefit of Purchaser only and may not be assigned nor shall it inure to the benefit of any other person or entity shall survive closing and the delivery of the deed and is in lieu of all other warranties oral or written express or implied except such other express written warranties as Builder/Seller may provide to Purchaser and the warranties described below

(2) WARRANTIES OF COMPONENTS Builder/Seller shall assign and deliver to Purchaser at closing all guarantees and warranties of all components to the extent the same are assignable Purchaser shall be responsible for compliance with any notice and claim procedures

(3) HOME PROTECTION PLAN COVERAGE All parties understand that a third party home protection plan [✓] will [ ] will not be issued at closing If applicable the warranty premium will be paid at closing by the Seller in the amount of $_____ and provided by _____

E OTHER CONDITIONS _____

Buyer to be provided Copy of Restrictive Covenants

9 BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES This sale and the purchase price includes all improvements fixtures and appurtenances Any overages will be paid by Purchaser at time of selection Builder/Seller shall notify Purchaser or Purchaser s agent 48 hours prior to closing of additional funds needed for overages and change orders not already paid by Purchaser

(a) Carpet _____ installed including pad

(b) Other Floor covering _____ installed

(c) Light fixtures _____ excluding installation cost (Installation cost is included in sales price)

(d) Wallpaper _____ installed

(e) Kitchen Appliances _____

(f) Landscaping _____

(g) Other _____

See attached Builder's Specification (2 pages) + Extra Work to plan #2156 (1 page)
See attached Addendum

BN

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Builder/Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed recording fees shall be the responsibility of Builder/Seller The deed shall be prepared in the name of Lawrence J. & Linda G. Linke and delivered to the stipulated place of closing This transaction shall be closed on or before May 30, 2004 (date)

11 POSSESSION

The Builder/Seller will give possession of the herein described property to the Purchaser after the title to this property has passed to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition Builder/Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing This inspection is to ascertain that the property conforms to the terms of this contract Any non-conforming items (Punch List) and their completion times shall be agreed upon by Purchaser and Builder/Seller in writing prior to closing

12 INSPECTIONS

The Purchaser or Purchaser s Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction can be dangerous and that hazards may exist which are not observable Any entry shall be solely at the Purchaser's own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompanying Purchaser or entering at his direction Purchaser shall defend and hold Builder/Seller harmless from and against any injury loss damage or expense to persons or property arising out of such entry Purchaser may not interfere stop alter direct or influence employees subcontractors suppliers vendors or similar workers while on the job site Third party inspections shall not be binding upon the Builder/Seller Buyer's rights under this paragraph shall not release Builder/Seller from any of Builder/Seller's obligations for the construction in accordance with the Plans and Specifications and this offer

13 EXTENSION OF AGREEMENT

Time is of the essence If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date In a cash transaction if terms and conditions of section 4B have been met both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date

14 BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement Commission Agreement with Builder/Seller or in the Buyer's Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

15 EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of this Contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable attorney s fees and court costs the same to be charged and assessed against Purchaser or Builder/Seller or both as the court may decide Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it was written

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership The earnest money so noted ✓ will _____ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

16 ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowner's association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Builder/Seller when the current year s taxes are determined

17 ROLLBACK TAXES

If applicable rollback taxes shall be the responsibility of Seller

18 NON RESIDENT TAXES

Builder/Seller agrees to comply with the provisions of South Carolina Code Section 12-8 580 (as amended) regarding withholding requirements of Sellers who are not residents of South Carolina as defined in the said statute

19 FIRE OR CASUALTY

In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Builder/Seller shall have the right for ten (10) business days after the notice of such damage to terminate this Contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Builder/Seller elects to terminate the Contract the parties shall proceed according to the terms of this Contract

20 DEFAULT

If Purchaser shall default under this Contract Builder/Seller shall have the option of suing for damages or rescinding this Contract In the event the Contract is rescinded one half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to Builder/Seller Upon default by Builder/Seller Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract Upon default by Builder/Seller if Purchaser elects to rescind this Contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report appraisal fee survey and cost of title examination In any action to enforce the provisions of this Contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

10/31/03

21 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Contract the breach of this Contract or the services provided in relation to this Contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Builder/ Seller(s) or any real estate Broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this Contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any Contract signed by the parties pursuant to the mediation conference shall be binding

Any dispute not resolved by mediation in connection with the sale of the property or improvements or arising out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act

22 SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

23 ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that this Contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

24 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 1 o clock p m (ET) on Oct 23, 2003 (date) unless accepted or countered by Builder/Seller in written form prior to such time

25 FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract

26 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

27 DEFINITIONS In this Contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this Contract excluding Saturdays Sundays and South Carolina legal holidays

28 HUD/CLOSING STATEMENT RELEASE Builder/Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

29 DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement appliances heating and air conditioning systems plumbing sewage/septic electrical systems or to the structure (B) Give no warranty express or implied concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Builder/Seller should seek legal advice if the contents are not understood Both Purchaser and Builder/Seller acknowledge the receipt of a copy of this Contract Signatures below signify acceptance of all terms and conditions stated herein

IN WITNESS THEREOF this Contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date 10/21/03	SSN
Witness as to Purchaser	Purchaser	Date 10/21/03	SSN
Witness as to Builder/Seller	Builder/Seller	Date 10-22-03	SSN
Witness as to Builder/Seller	Builder/Seller	Date	SSN

Listing Agent	Office	Telephone Number
Selling Agent	Office	Telephone Number 781-0088

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 9 15 **O CLOCK** p **M (ET) ON** 10-22-03 **(DATE)**

12/02

Addendum to Contract of Sale

Between, Larry and Linda Linke, Purchasers

And, K G Bilder, Inc , Sellers

Dated 21 October 2003

For

Rolling Creek Country Lds, Lot 38

Seller to provide these additional items

1 Bay window in the breakfast area
2 Cable outlets in each BR bonus room kitchen sun porch and Greatroom
3 Telephone outlets in each BR bonus room, kitchen sun porch, and Greatroom
4 Electrical outlet in the floor of GR and sun porch Location by buyer
5 Outside contractor (of buyer's choice) access for installation of security system
6 Switched wiring for ceiling fans in bonus room (2) MBR, all BRs GR Sun porch and garage
7 Sub-flooring to be screwed down to avoid future squeaks
8 Vent stove hood to outside
9 Add linen closet to MBA formed out of Master closet
10 MBA shower and tub to have separate values for hot and cold water
11 Buyer to review all plumbing selections and has the option of upgrading fixtures
12 A wrought iron gate at opening in brick wall to back yard
13 Closet in bonus room near opening to upstairs bath and walk-in closet over utility areas
14 All trim to be painted one color of white Three paint colors included for walls
15 Buyer may at this option and cost have home inspected after home is complete, but not less than seven days before closing Builder will provide all utilities and have all systems fully operational for said inspection

Witness	Date	Purchaser	Date
Witness	Date	Purchaser	Date
Witness	Date	Seller	Date
Witness	Date	Seller	Date

K G Builder's Specification

Address 208 Savannah Branch Trails
Subdivision Rolling Creek Court Yard Lot 38

Price Three Hundred Eight Thousand Nine Hundred Dollars ($308,900 00)

Main Floor Heated	*2,237sq ft*	*Garage*	*670 sq ft*
Upper Floor Heated	*504 sq ft*		

- *All square footages are approximate*
- *Builder shall provide insurance for liability and builders risk*

1 *Anderson windows shall be installed with screens*

2 *Roofing shall be 25 years architectural shingles nailed over 15 lbs felt*

3 *Plumbing will consist of all CPVC and PVC pipes*

Master bath *Whirlpool Tub - cultured marble (white) w/ 9 splash and Delta 2711 P B*
Vanity - cultured marble (white) with Delta 522 P B
W C elongated toilet (white)

Powder room *Vanity - cultured marble (white) with Delta 522 P B*
W C - elongated toilet (white)

Full bath *Tub - Americast tub (white) w/cultured marble surround w/Delta 636 Chrome*
Vanity - cultured marble (white) with Delta 522 Chrome
W C - elongated toilet (white)

Kitchen *Sink Americast white sink with Delta 450 White*

Others *Water Heater - 45 gallon gas*
One ice maker hook up
Three hose spigots
Laundry washer connection

1 *Three phone lines and Three cable connection shall be installed*

5 ***Floor covering*** *Hardwood – ~~pre finished hardwood with bamak shoes~~ installed in dinning room foyer kitchen breakfast area all the halls*
Tile - All bath room laundry room and sunroom
Carpets - All Other rooms

Site-finished Oak Hardwood floors sanded smooth & stained

6 *Interior shall be consist of paint grade trim*
Note A=3 5/8 crown B= 5" speed base C= 3 1/1 base board
D= 4/4 casing I =1 3/8 base cap O= none

ROOM	CROWN	BASE	CASING	OTHERS
MASTER BED	A+E	B	D	
MASTER BATH	A	B	D	
MASTER CLOSET	O	B	D	WOOD SHELVING
KITCHEN	A	B	D	
BREAKFAST	A	B	D	
DINING ROOM	A+E	B	D	2 PC CHAIR RAILS
FAMILY ROOM	A	B	D	
FOYER	A	B	D	
HALL	A	B	D	
LAUNDRY ROOM	O	B	D	
POWDER ROOM	A	B	D	
ALL BED ROOMS	A	C	D	
ALL BATH ROOMS	A	C	D	
ALL CLOSETS	O	C	D	WIRE SHELVING
R O G	O	C	D	
GARAGE	O	C	D	
PLAY ROOM	A	C	D	

7 *Exterior walls shall be brick veneer with stucco details*

8 *Interior doors will be either 6 PNL or 4 PNL masonite door units (hollow core)*

9 *Paint grade cabinets*

10 *Garage door shall be 18' x 8' raised panel doors with operator*

11 *Kitchen counter top shall be granite surface*

12 *Fire place shall be prefinished with gas log*

13 *Allowances (include tax freight and installation)*

Hardware (door locks cabinets knobs and bathroom accessories) -- $ 1 000

Carpet (no runners)--- $ 18/yd 81b pad

Lighting(fixtures bulbs chimeys andsmoke detector)---~~$ 3,0800~~ # 3,080.00

Appliances(range dishwasher disposal and micro wave oven)----$1 850

Landscaping---$ 4 500

Fireplace surroundings---$ 550

Addendum to Contract of Sale

Between, Larry and Linda Linke, Purchasers

And, K G Bilder, Inc , Sellers

Dated 21 October 2003

For
Rolling Creek Courtyards, Lot 38

Seller to provide these additional items

1 Bay window in the breakfast area ~~$~~ ORIGINAL ~~OFFER~~ $ BUDGET $1200 ACTUAL $1800
2 Cable outlets in each BR, bonus room, kitchen sun porch, and Greatroom $140 ea
3 Telephone outlets in each BR, bonus room, kitchen, sun porch, and Greatroom $140 ea
4 Electrical outlet in the floor of GR and sun porch Location by buyer $150 ea
5 Outside contractor (of buyer's choice) access for installation of security system OWNERS TO PAY
6 Switched wiring for ceiling fans in bonus room (2), MBR, all BRs, GR, Sun porch and garage NO EXTRA CHARGES
7 Sub-flooring to be screwed down to avoid future squeaks – NO EXTRA COST
8 Vent stove hood to outside $175 ea
9 Add linen closet to MBA formed out of Master closet – NO EXTRA COST
10 MBA shower and tub to have separate values for hot and cold water – $100 ea
11 Buyer to review all plumbing selections and has the option of upgrading fixtures $ OK
12 A wrought iron gate at opening in brick wall to back yard $350 ea SIMPLE DESIGN
13 Closet in bonus room near opening to upstairs bath and walk-in closet over utility areas OK
14 All trim to be painted one color of white Three paint colors included for walls NO EXTRA COST
15 Buyer may at this option and cost have home inspected after home is complete, but not less than seven days before closing Builder will provide all utilities and have all systems fully operational for said inspection OK

16 SKY LITE FROM OTHER ADDENDUM – $50 ea

TOTAL 3235
2
150 ea

Witness	10/21/03 Date	Purchaser	10/21/03 Date
Witness	10/21/03 Date	Purchaser	10/21/03 Date
Witness	Date	Seller	10/22-03 Date
Witness	Date	Seller	Date

749
6166

K G Builder's Specification

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Subdivision Rolling Creek Court Yard Lot 38

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One icemaker hook up
Three hose spigots
Laundry washer connection

4 *Three phone lines and Three cable connection shall be installed*

5 **Floor covering** *Hardwood – ~~pre-finished hardwood with banak shoes~~ installed in dinning room foyer kitchen breakfast area all the halls*
Tile - All bath room laundry room and sunroom
Carpets- All Other rooms

Site-finished Oak Hardwood floors sanded smooth & stained

6 *Interior shall be consist of paint grade trim*
Note A=3 5/8 crown B= 5 speed base C= 3 1/4 base board
D= 444 casing F=1 3/8 base cap O= none

AP and

ROOM	CROWN	BASE	CASING	OTHERS
MASTER BED	A+E	B	D	
MASTER BATH	A	B	D	
MASTER CLOSET	O	B	D	WOOD SHELVING
KITCHEN	A	B	D	
BREAKFAST	A	B	D	
DINING ROOM	A+E	B	D	2 PC CHAIR-RAILS
FAMILY ROOM	A	B	D	
FOYER	A	B	D	
HALL	A	B	D	
LAUNDRY ROOM	O	B	D	
POWDER ROOM	A	B	D	
ALL BED ROOMS	A	C	D	
ALL BATH ROOMS	A	C	D	
ALL CLOSETS	O	C	D	WIRE SHELVING
R O G	O	C	D	
GARAGE	O	C	D	
PLAY ROOM	A	C	D	

7 *Exterior walls shall be brick veneer with stucco details*

8 *Interior doors will be either 6 PNL or 4 PNL masonite door units (hollow core)*

9 *Paint grade cabinets*

10 *Garage door shall be 18 x 8 raised panel doors with operator*

11 *Kitchen counter top shall be granite surface*

12 *Fire place shall be prefinished with gas log*

13 *Allowances (include tax freight and installation)*

Hardware (door locks cabinets knobs and bathroom accessories) - $ 1 000

Carpet (no runners)--- $ 18/yd. 81b pad

Lighting(fixtures bulbs chimeys andsmoke detector)---~~$ 3,0800~~ # 3,080.00

Appliances(range dishwasher disposal and micro wave oven)----$1 850

Landscaping---$ 4 500

Fireplace surroundings---$ 550

Extra work to plan #2156

Owners
Location Rolling Creek Country
Realtor Phil Jenkins
Items

1 Install pocket door into master bathroom
2 Install door to upper level for room over garage
3 Add 3 -0'' to depth of garage
4 Add 3'-0'' to room over garage
5 Add Extra closet and full bath to room above utility room areas with skylight
6 Delete half bath room and expand master closet areas
7 Change master tub to 72' and shower to be 60'' with seat shower 42" x 60"
8 Rotate master toilet areas to accommodate bigger tub and shower
9 Oak flooring in kit, dinning, foyer and all hallways
10 Carpet in family room
11 Tile in sun room
12 Add French door and transom(3 pieces)and transom to sun room from family room
13 Add 3'-0'' to breakfast and sunroom with additional space inserted into
14 Add deck to rear Kitchen + Greatroom
15 Delete Build-ins
16 Move fireplace to corner
17 Add gas line for gas stove
18 Add lazy susan for corner cabinet

gas heat systems

Addendum to Contract of Sale

Between, Larry and Linda Linke, Purchasers

And, K G Bilder, Inc , Sellers

Dated 21 October 2003

For
Rolling Creek Courtyards, Lot 38

Seller to provide these additional items

1 Bay window in the breakfast area
2 Cable outlets in each BR, bonus room, kitchen, sun porch and Greatroom
3 Telephone outlets in each BR bonus room kitchen sun porch and Greatroom
4 Electrical outlet in the floor of GR and sun porch Location by buyer
5 Outside contractor (of buyer s choice) access for installation of security system
6 Switched wiring for ceiling fans in bonus room (2) MBR all BRs GR Sun porch and garage
7 Sub-flooring to be screwed down to avoid future squeaks
8 Vent stove hood to outside
9 Add linen closet to MBA formed out of Master closet
10 MBA shower and tub to have separate values for hot and cold water
11 Buyer to review all plumbing selections and has the option of upgrading fixtures
12 A wrought iron gate at opening in brick wall to back yard
13 Closet in bonus room near opening to upstairs bath and walk-in closet over utility areas
14 All trim to be painted one color of white Three paint colors included for walls
15 Buyer may at this option and cost have home inspected after home is complete but not less than seven days before closing Builder will provide all utilities and have all systems fully operational for said inspection

Witness	10/21/03 Date	Purchaser	10/21/03 Date
Witness	10/21/03 Date	Purchaser	10/21/03 Date
Witness	Date	Seller	Date
Witness	Date	Seller	Date

LARRY LINKE
110 KINGSTON FOREST DR
IRMO SC 29063

8770

October 21, 2003
DATE

67 148/532
BRANCH 415

PAY TO THE ORDER OF Russell & Jeffcoat $5000.00

Five Thousand and no/100 DOLLARS

First Citizens Bank
and Trust Company of South Carolina

FOR earnest money for house

Addendum to Contract of Sale

Between, Larry and Linda Linke, Purchasers

And, K G Bilder, Inc , Sellers

Dated 21 October 2003

Re
Rolling Creek Courtyards, Lot 38

Seller to provide these additional items

1 Bay window in the breakfast area — $ 1,200 ~ +180 00 8x35~
2 Cable outlets in each BR, bonus room, kitchen, sun porch, and Greatroom $ 280 -
3 Telephone outlets in each BR, bonus room kitchen, sun porch, and Greatroom
4 Electrical outlet in the floor of GR and sun porch Location by buyer — $ 150.00
5 Outside contractor (of buyer's choice) access for installation of security system
6 Switched wiring for ceiling fans in bonus room (2) MBR all BRs GR Sun porch and garage
7 Sub-flooring to be screwed down to avoid future squeaks
8 Vent stove hood to outside — $ 175.00
9 Add linen closet to MBA formed out of Master closet
10 MBA shower and tub to have separate values for hot and cold water - $ 100.00
11 Buyer to review all plumbing selections and has the option of upgrading fixtures
12 A wrought iron gate at opening in brick wall to back yard — $ 350 00
13 Closet in bonus room near opening to upstairs bath and walk-in closet over utility areas
14 All trim to be painted one color of white Three paint colors included for walls
15 Buyer may at this option and cost have home inspected after home is complete, but not less than seven days before closing Builder will provide all utilities and have all systems fully operational for said inspection

Witness	10/21/03 Date	Purchaser Laurence J. Linke	10/21/03 Date
Witness	10/21/03 Date	Purchaser Linda G Linke	10/21/03 Date
Witness	Date	Seller	Date
Witness	Date	Seller	Date

ADDITIONAL $ 150 MORE TO

OMB NO 2502 0265

A	B TYPE OF LOAN
U.S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS 6. FILE NUMBER 2003-13080 7. LOAN NUMBER 8. MORTGAGE INS CASE NUMBER

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. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
K G BUILDERS INC LOT 39 PHASE 1 SAVANNAH BRANCH LOT 39 ROLLING CREEK	SEL PROPERTIES LLC	REGIONS BANK

G. PROPERTY LOCATION	H. SETTLEMENT AGENT 57-0692269	I. SETTLEMENT DATE
LOT 39 PHASE 1 SAVANNAH BRANCH Richland County	Law Offices of Brian L Boger PLACE OF SETTLEMENT 1331 Elmwood Avenue Suite 210 Columbia SC 29202	January 21 2003

J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER			400. GROSS AMOUNT DUE TO SELLER		
101. Contract Sales Price		40,000.00	401. Contract Sales Price		40,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)		2,985.00	403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Seller In advance			*Adjustments For Items Paid By Seller In advance*		
106. City/Town Taxes	to		406. City/Town Taxes	to	
107. County Taxes	to		407. County Taxes	to	
108. Assessments	to		408. Assessments	to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER		42,985.00	*420. GROSS AMOUNT DUE TO SELLER*		40,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500. REDUCTIONS IN AMOUNT DUE TO SELLER		
201. Deposit or earnest money			501. Excess Deposit (See instructions)		
202. Principal Amount of New Loan(s)		226,000.00	502. Settlement Charges to Seller (Line 1400)		4,408.00
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first Mortgage to NBSC		32,000.00
205.			505. Payoff of second Mortg g		
206.			506.		
207. Construction Draw		42,965.00	507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210. City/Town Taxes	to		510. City/Town Taxes	to	
211. County Taxes	to		511. County Taxes	to	
212. Assessments	to		512. Assessments	to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER		42,965.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*		36,408.00
300. CASH AT SETTLEMENT FROM/TO BORROWER.			600. CASH AT SETTLEMENT TO/FROM SELLER		
301. Gross Amount Due From Borrower (Line 120)		42,965.00	601. Gross Amount Due To Seller (Line 420)		40,000.00
302. Less Amount Paid By/For Borrower (Line 220)		42,965.00)	602. Less Reductions Due Seller (Line 520)		36,408.00)
303. CASH (FROM) (TO) BORROWER		0.00	*603. CASH (X TO) (FROM) SELLER*		3,592.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

Borrower K G BUILDERS INC

Seller SEL PROPERTIES LLC

DATE 9-26-03

Land 5057 11
5,401, 25883 23
C/S 30934 34

3524

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL COMMISSION Based on Price $ 40,000 00 @ 10 0000 % 4 000 00			
Division of Commission (line 700) as Follows:			
701 $ 4,000 00 to DUTCH FORK REALTY			
702 $ to			
703 Commission Paid at Settlement			4 000 00
704 to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee 0 5018 % to REGIONS BANK		1 144 00	
802 Loan Discount % to			
803 Appraisal Fee to REGIONS BANK		300 00	
804 Credit Report to			
805 Lender' Inspection Fee to			
806 CONSTRUCTION ADM FEE to REGIONS BANK		50 00	
807 FLOOD CERT FEE to REGIONS BANK		10 00	
808			
809			
810			
811			
812 INSPECTION FEE to REGIONS BANK		200.00	
813			
814			
815			
816			
817			
818			
819			
820			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest From 01/21/03 to 02/01/03 @ $ /day (11 days %)			
902 Mortgage Insurance Premium for months to			
903 Hazard Insurance Premium for 1 0 years to			
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insurance months @ $ per month			
1002 Mortgage Insurance months @ $ per month			
1003 City/Town Taxes months @ $ per month			
1004 County Taxes months @ $ per month			
1005 Assessments months @ $ per month			
1006 months @ $ per month			
1007 months @ $ per month			
1008 months @ $ per month			
1100 TITLE CHARGES			
1101 Settlement or Closing Fee to			
1102 Abstract or Title Search to STATEWIDE TITLE SERVICES		185 00	
1103 Title Examination to			
1104 Title Insurance Binder to The Brian Boger Agency		75 00	
1105 Document Prep/DEED/LOT RELEASE to Law Offices of Brian L. Boger			250 00
1106 Notary Fees to			
1107 Attorney's Fees to Law Offices of Brian L. Boger		400 00	
(incl das above item numbers:)			
1108 Title Insurance to Chicago Title Insurance Company		499 00	
(Include.. above item numbers:)			
1109 Lender's Coverage $ 228 000.00			
1110 Owner's Coverage $ 40 000 00			
1111 Satisfaction fee Law Offices of Brian L. Boger			
1112 Copies Postage and Fax to Law Offices of Brian L. Boger		40 00	
1113			
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $ 10 00 Mortgage $ 26 00 Releases $		36 00	
1202 City/County Tax/Stamps Deed , Mortgage			
1203 State Tax/Stamps Revenue Stamps 148 00 Mortgage			148 00
1204 LOT RELEASE to Richland County ROD			10 00
1205			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey to			
1302 Pest Inspection to			
1303 Federal Express Payoff Law Office of Brian L. Boger			
1304 Federal Express Package to Law Office of Brian L. Boger		26 00	
1305			
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		2 965 00	4 408 00

Law Offices of Brian L. Boger
Settlement Agent

Certified to be a true copy

3525

The Courtyards
At
Rolling Creek
Phase I

This contract made between David S and Deborah Brown purchaser and

_____ _____ SLL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek on Highway 126 near the Town of Irmo in Richland County, State of South Carolina, and being described as follows

Lot 39 Block _____ Phase PH I The Courtyards at Rolling Creek Subdivision Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record including any shown on recorded plats and all governmental statutes rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is - --- - - - - ---- $ 40,000
To be paid as follows
Deposit or Reservation Money (Cash___Check__)- -$_____

Balance upon Delivery of Deed as hereinafter provided $ 40,000

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change alter or modify the location shape and dimensions of the lot so long as such changes alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

4504

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Donald Deutscher
And be delivered at the office of Lot Title
Or other stipulated place of closing and transaction closed on or before 12-2-96
But not later than 12-07-96 2002 as extended for events or occurrences beyond Seller's control such as acts of God, casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year's property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion phase the development of the community into more than one phase or in separate project with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller's written consent shall be null and ineffectual

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

_____

(As to Purchaser)

_____
Address

_____
City State Zip Code

_____
(As to Seller)

David J Bauer 11/7/02
Purchaser Date

Deborah M. Bauer 11-7-02
Purchaser Date

_____
Telephone – Home

SFF Properties LLC

By _____

Its _____

4506

The Courtyards
At
Rolling Creek
Phase I

This contract made between David S and Deborah Bruner purchaser and

_____ SEL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot 39 Block ____ Phase PH I The Courtyards at Rolling Creek Subdivision
Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record including any shown on recorded plats, and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is -- ---- ---- ---- ----------$ 40,000
To be paid as follows
Deposit or Reservation Money (Cash___Check___) ---$ ____

Balance upon Delivery of Deed as hereinafter provided $ 40,000

Seller does hereby reserve the right due to final engineering and survey requirements to partially change alter or modify the location, shape and dimensions of the lot so long as such damages, alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

1

4501

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of David S and Deborah Brunner
And be delivered at the office of Robin Ally
Or other stipulated place of closing and transaction closed on or before 12-7-02,
But not later than 12-07-02 2002 as extended for events or occurrences beyond Seller s control such as acts of God, casualty losses or material shortages

Assessments (if any) taxes, and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost.

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made, may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller, its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal, on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof, the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

David S Burner 11/7/02
Purchaser Date

(As to Purchaser)

Deborah M. Burner 11-7-02
Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

(As to Seller)

By

Its

4503

39

The Courtyards
At
Rolling Creek
Phase I

This contract made between David S and Deborah Brunen purchaser and

SEL Properties, LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County, State of South Carolina, and being described as follows

Lot 39 Block ____, Phase PhI, The Courtyards at Rolling Creek Subdivision Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is - ---------- ---- ----- ---------$ 40,000
To be paid as follows
Deposit or Reservation Money (Cash___Check___)- ---$ ____

Balance upon Delivery of Deed as hereinafter provided $ 40,000

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change alter or modify the location shape and dimensions of the lot so long as such damages alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Daniel S and Deborah Brown And be delivered at the office of Robert Hill Or other stipulated place of closing and transaction closed on or before 12-7-02 But not later than 12-07-02 2002 as extended for events or occurrences beyond Seller s control such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may, at their sole discretion phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

Assessor Data View

The information provided on this page reflects data as of and should be used for reference only For official assessment information please contact the Richland County Assessor s Office

Information presented on the Assessor s Database is collected organized and provided for the convenience of the user and is intended solely for informational purposes **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION RISK AND RESPONSIBILITY OF THE USER** While every attempt is made to provide information that is accurate at the date of publication portions of such information may be incorrect or not current **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED AS TO ITS ACCURACY COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE** All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices

Owner Information

Tax Map Number	R02611 06 11
Owner	BRUNNER DAVID S & DEBORAH
Address 1	
Address 2	
Address 3	
City/State/Zip	IRMO SC 29063
Property Location/Code	

Tax Information

Year	2006
Property Tax Relief	($541 20)
Local Option Sales Tax Credit	($416 18)
Tax Amount	$3 039 61
Paid	Yes
Homestead	No
Assessed	$10 950 00

Assessment Information

Year Of Assessment	2007	Legal Residence	Yes
Tax Distnct	6UD	Sewer Connection	CITY
Acreage Of Parcel	0	Water Connection	CITY
Non Agriculture Value	$42 000 00	Agriculture Value	$0 00
Building Value	$231 800 00	Improvements	$0 00
Market Value	$273 800 00		

Zoning as of December 31 2006 RS LD SINGLE FAMILY RESIDENTIAL

Property Information

Legal Description	LOT 39 70 3X100 4X65X132 3	#SU THE COURTYARDS @ ROLLINC CREEK PHASE I
Land Type		
Area	THE COURTYARDS @ ROLLING CRE	(HWY 176 BROAD RIVER RD)

Sales History

1

Current Owner Name	Sale Date	Vacant or Improved	Deed Book/Page	Sale Price
BRUNNER DAVID S & DEBORAH M	07/02/2003	I	R0815/ 1983	$285 000 00
K G BUILDERS INC	02/10/2003	V	R0756/ 264	$40 000 00
SEL PROPERTIES LLC	10/06/2000		R0449/ 37	$0 00

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

_____

_____
(As to Purchaser)

_____
Address

_____
City State Zip Code

_____
(As to Seller)

David J Bauer 11/7/02
Purchaser Date

Deborah M Bauer 11-7-02
Purchaser Date

_____
Telephone – Home

_____
SEE Properties LLC

By _____

Its _____

Richland County
Residential Building Permit

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0403524	08/10/2004		$	

LOCATION 212 Savannah Branch Trl Lot 40
Irmo SC 29063
TMS# 02600-04-02
USEZONE RS LD FLOODZONE X
MOBILE DECAL
MOBILE MODEL

SUBDIVISION courtyards @rolling creek
LOT 40
UTILITIES
Electn SCE&G
Sewer
Gas SCE&G

OWNER K and L Contracting
APPLICAN K and L Contracting

SUB-CONTRs
Electrical Weaver Systems, Inc
Plumbing Home Service
Mechanical Shannon Heating And Air

CONTRACTOR K and L Contracting
Patrick A Kirk

LICENSES
General
Electrical
Mechanical
Plumbing

DESCRIPTION OF WORK
SINGLE FAMILY RESIDENCE

NATURE OF WORK
New Construction

REPORT CODE
101 New Res Single family houses attached or detached

OCCUPANCY TYPE
Residential R3

CONSTRUCTION TYPE
V-UNPR

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS
#STORIES 1
SQUARE FOOTAGE 0Sq Ft

SINGLE FAMILY ONLY
#BATHROOMS 2 0
#BEDROOMS 3
TOTAL ROOMS 10

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 08/10/2004

WEB ADDRESS http //BuildingDepartment.com/projects | PERMIT NUMBER 0403524 | PERMIT PIN 257526

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

printed July 6, 2007

SETTLEMENT STATEMENT

U S Department of Housing and Urban Development

OMB No 2502 0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unins 4 [ ] VA 5 [ ] Conv Ins	2004253 TGQ		

C Note This form is furnished to give you a statement of actual settlement cost Amounts paid to and by the Settlement Agent are shown Items marked (p o c) were paid outside the closing ; they are shown here for information purposes and are not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
K&L CONTRACTING LLC PO BOX 11641 COLUMBIA SC 29211	SEL PROPERTIES LLC PO BOX 11641 COLUMBIA SC 29211 CRC	FIRST PALMETTO SAVINGS BANK 3932 FOREST DRIVE COLUMBIA SC 29204

G Property Location	H Settlement Agent	I Settlement Date
LOT 40 ROLLING CREEK TMS#2611-06-10	TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	10/22/04 DISB DATE 10/22/04

J Summary of Borrower s Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	42,000.00	401. Contract sales price	42,000 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3,409 90	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustment for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408. Assessments to	
109		409	
110.		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	45,409 90	420 Gross Amount Due To Seller	42,000 00
200 Amounts Paid By or In Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0 00	501 Excess deposit (see instructions)	0.00
202 Principal amount of new loan(s)	0 00	502 Settlement charges to seller (line 1400)	620 91
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 212000 00	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	45,195 89	505 Payoff of second mortgage loan	
206		506.	
207		507	
208		508 NBC C	32,000 00
209.		509	
Adjustments for items unpaid by seller		Adjustment for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/04 to 10/22/04	214 01	511 County taxes 1/1/04 to 10/22/04	214 01
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218.		518	
219		19	
220 Total Paid By/For Borrower	45,409 90	520 Total Reduction Amount Due Seller	32,834 91
300. Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	45,409 90	601 Gross amount due to Seller (line 420)	42,000 00
302 Less amt paid by/for borrower(line 220)	(45,409.90)	602 Less reduction in amt due seller(ln 520)	(32,834.91
303 Cash [X] From [ ] To Borrower	0 00	603 Cash [X] To [ ] From Seller	9,165 01

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported This is a substitute form 1099-S

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD 1 (3 9
RESPA HB 4305

ENTERED

3595

	,mort Charges				
	/al Sales/Broker s Commission based on price $ 42,000 00 @		00 %		
	/ision of commission (line 700) as follows				
	$	to			
	$	to			
	Commission paid at settlement				
704	"				
800	Items P y ble in Connection With Loan				
801	Lo n origination Fee .00 %	FIRST PALMETTO		2,120.00	
802	Loan Di count %				
803	Appraisal Fee	to THOMAS WATTS		300 00	
804	Credit report	to			
805	Lender s Inspection F e				
806	Mortgage Insurance Application Fe	to			
807	As umption Fee				
808	FLOOD CERT FEE TO FIRST PALMETTO			18 00	
809					
810					
811					
812					
813					
814					
815					
900	Item Required By Lender To Be Pa d In Advance				
901	Intere t from to	@$ /day			
902	Mortg ge Insurance Premium for	months to			
903	H z rd In urance Premium for	year to			
904					
905					
1000	Reserves Depo ited With Lender				
1001	Hazard Insurance	month @$	per mo th		
1002	Mortg ge Insurance	months @$	per mo th		
1003	City Property T xe	months @$	per mo th		
1004	County Property Taxes	months @$	per mo th		
1005	Annual A e sments	months @$	per mo th		
1006	Flood In urance	months @$	per mo th		
1007	Sanitary Tax	months @$	per mo th		
1008	AGGREGATE ACCOUNTING ADJ	months @$	per mo th	0 00	
1100	Title Ch rge				
1101	S ttlement or closing fee	to			
1102	Ab tract or title se rch	to ABSOLUTE TITLE		70.50	
1103	Title examination	to			
1104	Title in rance binder	to PERPETUAL TITLE		50.00	
1105	Document preparation	to DOC PREP			75 00
1106	Notary f e	to			
1107	Attorney fee	to TIM QUINN, ATTORNEY AT LAW		350 00	
	(include above item numbers	1101-1107)			
1108	Title in rance	to PERPETUAL TITLE		471 00	
	(include above item numbers	)			
1109	Lender s coverage	$ 212,000 00			
1110	Owner coverage	$ 42,000 00			
1111	ADDITIONAL 75 00 FOR OWNERS POLICY			0.00	
1112					
11 3					
1200	Government Reco ding nd Transfer Charge				
1201	Recording fees Deed $ 10 20	,Mortgage $ 20 20	,Rele s $ 8 10	30 40	8 10
1202	City/county tax/ tamps Deed $	,Mortg ge $			
1203	State tax/st mps Deed $ 155 40	,Mortgage $	00		155 40
1204	RECORD UCC3				9
1205					
1300	Addition l Settlement Charge				
1301	Survey to				
1302	Pest Inspection to				
1303	RICHLAND COUNTY TREASURER				374 3
1304					
1305					
1400	Total Settlement Charg s (enter on l nes 103, Section J and 502, Section K)			3,409 90	620 9

I have carefully rev ewed the HUD 1 Settlement St tement nd to the best of my knowledge and belief it is a t ue and accurat t tement of all receipts and disbursements m de on my account or by me in this transac ion I further certify that I have received a copy of the HUD 1 Settlement Statement

K&L CONTRACTING LLC

SEI PROPERTIES LLC

Borro ers

Sellers

The HUD 1 Se tlement Statement which I ve prepared is a tr e and accurate account of this tran action I ha e cau ed or wi ause th fund to be disbursed n accordance with this statem nt

Settlement Age t TIM QUINN- ATTORNEY AT LAW

Date 10/22/04

WARNING It is a crime to knowingly make false statements to the United States on this or any other similar fo m Penalties conviction can include a fine or imprie nment For details see Title 18 U S Code Section 1001 and Section 10 0

3596

(40)

A. Settlement Statement

U S Department of Housing and Urban Development

HUD-1 (3/86) OMB No 2502-026

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Insurance Case Number
1 ☐ FHA 2. ☐ FmHA 3 ☒ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	061405forktus	680001913	

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 (p o c) were paid outside the closing; they are shown here for informational purposes and are not included in the totals

D Name and Address of Borrower	E. Name and Address of Seller	F Name and Address of Lender
Janet D Forktus Irmo SC 29063	K & L Contracting, LLC	Three Rivers Mortgage 144 Leisure Lane Columbia, SC 29210

G Property Location	H Settlement Agent	
Irmo SC 29063	Gerald D Jowers, Attorney	
	Place of Settlement	I Settlement Date
	Gerald D Jowers 1802 Sumter Street Columbia SC 29201	06/14/05

J Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		**400 Gross Amount Due To Seller**	
101 Contract sales price	296 204 00	401 Contract sales price	296,204 00
102. Personal property		402. Personal property	
103 Settlement charges to borrower (line 1400)	3 004 28	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	**299,208.28**	**420 Gross Amount Due To Seller**	**296 204 00**
200 Amounts Paid By Or In Behalf Of Borrower		**500 Reductions In Amount Due To Seller**	
201 Deposit or earnest money	5 000 00	501 Excess deposit (see instructions)	5 000 00
202 Principal amount of new loan(s)	236 800 00	502 Settlement charges to seller (line 1400)	20 637 82
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Second Mortgage Proceeds	42 765 20	504 Payoff of first mortgage loan First Palmetto	209 256 14
205		505 Payoff of second mortgage loan	
206		506.	
207		507 Courier for payoff	17 00
208		508.	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01/05 to 06/14/05	170 83	511 County taxes 01/01/05 to 06/14/05	170 83
212 Assessments to		512 Assessments to	
213		513	
214		514	
215 Additional Earnest Money	14 472.25	515. Additional Earnest Money	14 472 25
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	**299 208 28**	**520 Total Reduction Amount Due To Seller**	**249,554 04**
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross Amount due from borrower (line 120)	299 208 28	601 Gross amount due to seller (line 420)	296,204 00
302 Less amounts paid by/for borrower (line 220)	(299,208 28)	602 Less reductions in amt. due seller (line 520)	(249 554 04)
303 Cash ☒ From ☐ To Borrower	0 00	603 Cash ☒ To ☐ From Seller	46 649 96

L. Settlement Charges

		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700 Total Sales/Broker's Commission based on price $267,500 00 @ 6 0 % = 16 050 00			
Division of Commission (line 700) as follows			
701 $8 025 00	to Asset Realty		
702 $8 025 00	to Dutch Fork Realty LLC		
703 Commission paid at Settlement			16 050 00
704			
800 Items Payable In Connection With Loan			
801 Loan Origination Fee	% to Three Rivers Mortgage		2,680 00
802 Loan Discount	%		
803 Appraisal Fee	to Three Rivers Mortgage		200 00
804 Credit Report	to Three Rivers Mortgage		25 00
805 Lender's Inspection Fee			
806 Mortgage Insurance Application Fee to			
807 Assumption Fee			
808 Commitment Fee to US Bank	POC $385 00L		
809 Underwriting Fee to Three Rivers Mortgage		442 12	52 88
810 Yield Spread Premium to Three Rivers Mortgage	POC $3 552 00L		
811 Administrative Fee to Three Rivers Mortgage		135 00	
812 Wire Fee to US Bank	POC $150 00L		
813			
814			
900 Items Required By Lender To Be Paid In Advance			
901 Interest from 06/14/05 to 07/01/05	@ $28 38 /day	482 46	
902 Mortgage Insurance Premium for	months to		
903 Hazard Insurance Premium for	1 years to State Farm	686 00	
904	years to		
905			
1000 Reserves Deposited With Lender			
1001 Hazard Insurance	months @ $ per month		
1002 Mortgage Insurance	months @ $ per month		
1003 City property taxes	months @ $ per month		
1004 County property taxes	months @ $ per month		
1005 Annual assessments	months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008	months @ $ per month		
1100 Title Charges			
1101 Settlement or closing fee	to		
1102 Abstract or title search	to		
1103 Title examination	to		
1104 Title insurance binder	to Central Title Agency	75 00	
1105 Document preparation	to Gerald D Jowers		150 00
1106 Notary fees	to		
1107 Attorney's fees	to Gerald D Jowers	450 00	
(includes above items numbers	)		
1108 Title insurance	to Central Title Agency	617 70	
(includes above items numbers	)		
1109 Lender's coverage	$		
1110 Owner's coverage	$		
1111			
1112			
1113			
1200 Government Recording and Transfer Charges			
1201 Recording fees Deed $10 00	Mortgage $ 23 00 Release $ 5 00	33 00	5 00
1202 City/county tax/stamps Deed $	Mortgage $		
1203 State tax/stamps Deed $1 097 05	Mortgage $		1 097 05
1204 Assignment		8 00	
1205			
1300 Additional Settlement Charges			
1301 Survey to			
1302 Pest inspection to			
1303 Copies & Courier GDJ		75 00	
1304 2004 Taxes to Richland County Treasurer			377 89
1305 Inspection			
1400 Total Settlement Charges (enter on lines 103 Section J and 502, Section K)		3 004 28	20,637 82

I have carefully reviewed the HUD 1 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 the HUD 1 Settlement Statement

Borrower(s) Janet D Forktus 06/14/05 Seller(s) K & L Contracting, LLC

Janet D Forktus

By Its Agent 06/14/05

The HUD 1 Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction

06/14/05 Gerald D Jowers Settlement Agent

WARNING It is a crime to knowingly make false statements to the United States on this form. Penalties upon conviction can include a fine and imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

Lot 40
CRC

NEW CONSTRUCTION CONTRACT OF SALE

Rev 12/02

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by those who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of

Agency Confirmation: Purchaser and Builder/Seller acknowledge that a R.C. Real Estate Commission Agency Disclosure has been given to Purchaser prior to making this offer and by the Builder/Seller prior to the presentation and execution of a written confirmation to the agreed upon

1. DATE: A contract to purchase is offered this 7TH day of JULY
by JANET D FOXWORTH
to K&L CONTRACTING LLC (PAT ELLIS)

2. PROPERTY DESCRIPTION: Subject to terms and conditions herein, Builder/Seller agrees to sell and Purchaser agrees to buy the property with improvements and fixtures thereon
Lot 40 Block 1 Section Subdivision COURTLANDS@RAE
Address SAWGRASS BLUFF DRIVE
Tax Map # City LUGOFF
County of FAIRFIELD State of South Carolina 264,000.00

3. PRICE: The sales price is $ 264,000.00 (CONSTRUCTION BUILDER) to be
A $ 500.00 Earnest money paid by ( ) cash, (X) check ( ) note, held in trust by
B $ PER 1/2 ACRE Additional earnest money to be deposited with prior to
C $ 257,500.00 Balance of down payment at closing is to be in the form of check or certified funds.
D $ Loan amount (type marked below) to be obtained by Purchaser

7/7/04

4. FINANCING: A. If applicable, construction financing to be obtained by ( ) Builder/Seller (X) Purchaser. Permanent ( ) FHA, ( ) VA (see addendum for FHA/VA), (X) CONVENTIONAL, ( ) BUILDER/SELLER, (Check Required) OTHER TERMS
B. In a cash transaction, Purchaser agrees to provide Builder/Seller or Builder/Seller's agent, within ten (10) days of acceptance of this Contract, written verification that sufficient funds are available for closing.

5. CLOSING COSTS/DISCOUNT POINTS: If a new loan is obtained Purchaser's closing costs and/or discount points to be paid by the SELLER. Purchaser's prepaid items by the SELLER. Pay FHA-MIP, VA or FmHA Funding Fee SELLER. If Builder/Seller pays closing costs, prepaid items (PMI, FHA-MIP, VA or other lender required) discount points on behalf of Purchaser, Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ 3000.00

6. LOAN PROCESSING/APPLICATION/FINANCING: Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Seller within five (5) business days from the date of contract acceptance, confirmation from Lender that application has been made and funds advanced for credit report and appraisal. Purchaser to furnish Lender any documents necessary for processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute default of this Contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning this loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's agent shall notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract. Contract is contingent upon above financing. If loan cannot be obtained earnest money will be returned to Purchaser as per Section 16. Loan approval to be obtained by (date). Construction to begin days after loan approval.

7. ADDITIONAL CONTINGENCIES: (X) Complete the sale and closing of Purchaser's property located at 700 MICHELE. It is further agreed that Builder/Seller will continue to market the property as long as the contingency of closing of Purchaser's property in accordance with this agreement remains in effect. Should Builder/Seller receive a bona fide Contract, and if accepted, this Contract will be voided without notification of the Purchaser or agent and all monies refunded as per section 16 of this Contract. Purchaser or agent will be notified of this Contract being voided. For Purchaser to remove this contingency Purchaser must provide documentation to Builder/Seller or his agent. Financing required under this agreement will be granted without the sale or lease of the aforementioned property and this contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than the Builder/Seller agree to remove his property from the market and this sale will be contingent upon the close of this property. Any documentation regarding the sale of Purchaser's property to be furnished upon request.
( ) Completes the closing of the sale of Purchaser's property currently under contract, on or before
Property is located at
documentation pertaining to this sale will be provided by Purchaser upon request.
( ) Other

Purchaser's Initials JDF DATE 7/7/04 HAVE READ THIS PAGE. Seller/Builder's Initials PK DATE 7/6/04

2002
Page 1 of 4

5179

803-345-9225 Robby Mills 2:4p

Page 2

8. CONDITIONS

A. PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS.
(1) Purchasers and Builder/Seller to approve plans and specifications by JULY 14 2004
(2) House to be completed in a workmanlike manner according to the building codes of Bellaire and/or Travis (city) and in accordance with the approved
(3) Builder/Seller represents that property [X] is [ ] is not subject to restrictive covenants of the property association/regime which may impose restrictions or assessments. Purchaser represents that [ ] has such restrictions or association fee [X] have [ ] have not been made available to him/her
(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ ____ per YR (month/quarter/year) and that such fee will be prorated at closing
(5) Any special assessments levied prior to closing will be paid by the [ ] Builder/Seller [ ] Purchaser [X] Unknown
that the property is connected to [X] public/community sewer system or to [ ] a septic tank and to [X] Unknown water system or to [ ] well system. Property [ ] is [X] is not located in flood zone

B. COST OF CONSTRUCTION: Builder/Seller shall provide and pay for all labor materials equipment, tool transportation, facilities, permits fees, licenses, and all other costs, charges and expenses whatsoever in related to the construction. Builder/Seller shall pay all costs, and other expenses, of any nature whatsoever construction financing including real estate commissions or fees if applicable

C. ALTERATIONS CHANGES OR ADDITIONS None shall be made to approved plans or specifications work be performed or materials be provided or added by the Purchaser unless approved by the authorized agent in a written change order Purchaser shall pay the added cost of the change or alteration request is agreed upon by both parties.

D (1) WARRANTIES LIMITED WARRANTY OF CONSTRUCTION: Unless otherwise provided to [illegible] warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the first, Builder/Seller will make all necessary repairs and corrections either interior or exterior struc shall become necessary by reason of faulty construction labor or materials or non-conformity of construction Specifications At Builder/Seller's sole option, Builder/Seller may either make such repairs or correct or non-conforming item or condition or pay to Purchaser the reasonable cost of such repair cover limited warranty is for the benefit of Purchaser only and may not be assigned nor shall it inure to the ben or entity shall survive closing and the delivery of the deed and is in lieu of all other warranties, expr or implied except such other express written warranties as Builder/Seller may provide to Purchaser and below

(2) WARRANTIES OF COMPONENTS Builder/Seller shall assign and deliver to Purchaser at closing warranties of all components to the extent the same are assignable Purchaser shall be responsible for obtain notice and claim procedures

(3) NOISE PROTECTION PLAN COVERAGE. All parties understand that a third party ho [ ] will not be issued at closing. If applicable the warranty premium will be paid at closing by the in the amount of $ 1000 and provided by 2-10 Warranty

E OTHER CONDITIONS
SEE ATTACHED Floor Plan

9. BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES: The sale and the purchase price includes all improvements fixtures and pr overages will be paid by Purchaser at time of selection Builder/Seller shall notify Purchaser or Purch to closing of additional funds needed for overages and change orders not already paid by Purchas
(a) Carpet 18.00 SQ YD installed including pad
(b) Other Floor covering 8.00 - 20 PER SQ YD installed
(c) Light fixtures $2000 excluding installation cost. (Installation cost is inclu
(d) Wallpaper _____ installed.
(e) Kitchen Appliances $1800
(f) Landscaping 3500
(g) Other _____

Page 3 of 4 Purch[illegible] initials JHT, DATE 2/6/04 HAVE READ THIS PAGE Builder/Seller's initials IK, DATE 7/6/04

5180

803-345-9225 Robby Mullan 12 Sep

10. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not [illegible] unmarketable) and to all governmental statutes ordinances rules and regulations. Builder/Seller ag[illegible] marketable title and to have prepared a proper statutory warranty deed free of encumbrances except [illegible] All statutory deed recording fees shall be the responsibility of Builder/Seller. The deed shall be p[illegible] JANET D. FERKUS and conveyed to the said [illegible] This transaction shall be closed on or before DEC 20, 2004 (date).

11. POSSESSION

The Builder/Seller will give possession of the herein described property to the Purchaser after the title to this [illegible] to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition. Builder/Sell[illegible] Purchaser access to the herein described property for the purpose of a walk through inspection prior to closing. T[illegible] is to ascertain that the property conforms to the terms of this contract. Any non-conforming item[illegible] completion times shall be agreed upon by Purchaser and Builder/Seller in writing prior to closing.

12. INSPECTIONS

The Purchaser or Purchaser's Licensed Inspector may inspect the property. Purchaser understands and [illegible] upon the project or the property during construction can be dangerous and that hazards may exist which are [illegible] entry shall be solely at the Purchaser's own risk. Purchaser does hereby waive any and all claims against Seller[illegible] or loss to person or property arising out of or in connection with such entry by Purchaser or any other person [illegible] Purchaser or entering at his direction. Purchaser shall defend and hold Builder/Seller harmless from and against c[illegible] damage or expense to persons or property arising out of such entry. Purchaser may not interfere with [illegible] employees, subcontractors, suppliers, vendors or similar workers while on the job site. This paragraph [illegible] binding upon the Builder/Seller. Buyer's rights under this paragraph shall not release Builder/Seller from [illegible] obligations for the construction in accordance with the Plans and Specifications and this offer.

13. EXTENSION OF AGREEMENT

Time is of the essence. If Purchaser or Purchaser's agent has provided written loan commitment but not closed within [illegible] time limit of this Contract, both parties agree to extend this Contract for a period not to exceed ten (10) calendar [illegible] original closing date. In a cash transaction, if terms and conditions of section 4B have been met, both parties agree to e[illegible] Contract for a period not to exceed ten (10) calendar days from the original closing date.

14. BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement, Commission Agreement with Builder/Se[illegible] Brokerage Representation Agreement, if applicable, are earned upon the acceptance of this offer and are due [illegible] the time of closing, subject to any contingencies specified herein.

15. EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money. Earnest money is to be p[illegible] in Broker's escrow account, upon acceptance by both parties of this Contract. In the event of any action wherein [illegible] a party by virtue of acting as escrow agent, or in any action wherein the funds held in escrow by Broker are involv[illegible] in the nature of interpleader and Broker is made a party, Broker shall be entitled to recover reasonable attorney's fees & [illegible] costs, the same to be charged and assessed against Purchaser or Builder/Seller or both as the court may direct. [illegible] shall not be refunded for any reason until the check has cleared the financial institution on which it w[illegible]

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to [illegible] interest bearing account. Purchaser agrees to and understands that he has been informed of all [illegible] of the interest and relinquishes to the Broker by this written agreement said right of ownership. The [illegible] so noted ____ will __X__ will not be deposited into an interest bearing account with the [illegible] benefit of the Broker.

16. ADJUSTMENTS

Taxes, water, sewer charges, fuel oil, propane, electricity, natural gas, rents when applicable, and all other [illegible] including homeowner's association fees, regime fees or the like shall be adjusted as of the date of [illegible] pursuant to the Contract are to be based on the last information available on the date of closing, and will be [illegible] basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to [illegible] Purchaser and/or Builder/Seller when the current year's taxes are determined.

17. ROLLBACK TAXES

If applicable rollback taxes shall be the responsibility of PURCHASER.

18. NON-RESIDENT TAXES

Builder/Seller agrees to comply with the provisions of South Carolina Code Section 12-9-340 (as amended) re[illegible] requirements of Sellers who are not residents of South Carolina as defined in the said statute.

19. FIRE OR CASUALTY

In case the property is damaged wholly or partially by fire or other casualty prior to delivery of deed, Purch[illegible] shall have the right for ten (10) business days after the notice of such damage to terminate this Contract. Upo[illegible] the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further [illegible] If neither Purchaser nor Builder/Seller elects to terminate the Contract, the parties shall proceed according to the [illegible] Contract.

20. DEFAULT

If Purchaser shall default under this Contract, Builder/Seller shall have the option of suing for damages or [illegible] Contract. In the event the Contract is rescinded, one-half of the earnest money shall then be paid to the Broker(s), [illegible] the commission due such Broker and the remaining balance of earnest money shall be paid to Builder/Seller. [illegible] Builder/Seller. Purchaser shall have the option of suing for damages or specific performance or rescinding the [illegible] default by Builder/Seller. If Purchaser elects to rescind this Contract, he will be refunded all sums paid. [illegible] shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report, appr[illegible] and cost of title examination. In any action to enforce the provisions of this Contract, the prevailing party and s[illegible] entitled to the award of their costs, including reasonable attorney's fees.

12/02
3 of 4

Purchaser's Initials JDC DATE 7/7/04 HAVE READ THIS PAGE. Builder/Seller's Initials [illegible] DATE [illegible]

5181

2 Sep Robby Mills 803-345-9225 p 4

21 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Contract the breach of this Contract or the [illegible] this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the [illegible] of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by [illegible] Seller(s) or any real estate Broker or other person or entity in connection with the sale, purchase [illegible] aspect of the property to which this Contract pertains, including without limitation allegations of concealment, negligence and/or fraud. Any Contract signed by the parties pursuant to the mediation conference shall be [illegible]

Any dispute not resolved by mediation in connection with the sale of the property or improvements or arising [illegible] be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by [illegible] who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act.

22. SURVEY/ TITLE EXAMINATION/ INSURANCE The Listing and Selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property [illegible] Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance including that required by the lender effective with the time of closing.

23. ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties, and that [illegible] agreement, oral or otherwise modifying the terms hereunder and that this Contract shall be binding upon [illegible] principals heirs personal representatives successors and assigns as state law permits

24. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5:00 o'clock P m. (ET) on JULY 1 [illegible] unless accepted or countered by Builder/Seller in written form prior to such time

25. FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by facsimile (FAX) will be [illegible] original signed contract.

26. SURVIVAL If any provision herein contained which by its nature and effect is required to be observed, kept or performed [illegible] it shall survive the closing and remain binding upon and for the parties hereto until fully observed [illegible]

27 DEFINITIONS In this Contract a single business day is defined as a twenty four (24) hour period beginning at the [illegible] Contract, excluding Saturdays, Sundays and South Carolina legal holidays

28. HUD/CLOSING STATEMENT RELEASE Builder/Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing & Selling Broker copies of the HUD settlement statement for the transaction.

29 DISCLAIMER The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s): (A) Give no warranty [illegible] express or implied, as to the physical condition of the property or as to condition of or adjustment [illegible] services or systems, thereto, including but not limited to termite damage, roof, basement, [illegible] conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure; (B) Give no warranty [illegible] or implied, concerning the condition of the property any matters which would be reflected by a survey [illegible] property or the accuracy of the square footage quoted or witnessed (C) Give no warranty express or implied [illegible] (D) Give no warranty express or implied, as to the fitness for a particular purpose of the property [illegible] thereto (E) Give no warranty express or implied, that the property being purchased is in compliance with [illegible] zoning ordinances and restrictions (F) Give no warranty express or implied, as to projected income [illegible] possible benefits to the Purchaser

This is a legally binding contract. Purchaser and Builder/Seller should seek legal advice if the contents are not understood. Each [illegible] Builder/Seller acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all terms and conditions [illegible]

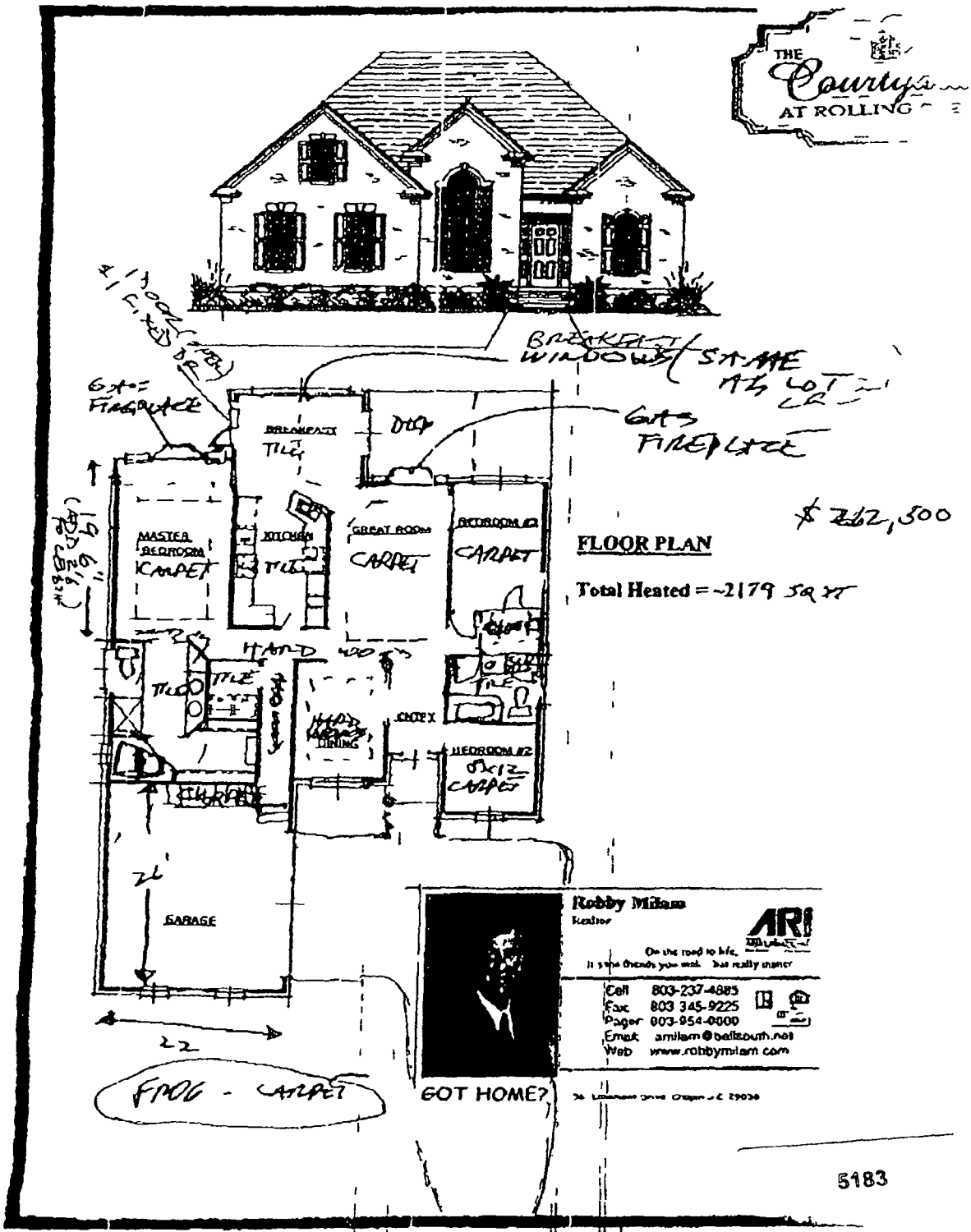
IN WITNESS THEREOF this Contract has been duly executed by the parties hereto.

Witness as to Purchaser	Purchaser	Date	SSN
Janet D Tarleton	Janet D Tarleton	7/7/04	251-[illegible]
Witness as to Purchaser	Purchaser	Date	SSN
[illegible]	[illegible]	7/9/04	[illegible]
Witness as to Builder/Seller	Builder/Seller	Date	SSN
[illegible]	[illegible]	[illegible]	[illegible]
Witness as to Builder/Seller	Builder/Seller	Date	SSN
[illegible]	[illegible]	[illegible]	[illegible]
D MELTON	DUKE FOX REALTY	622-2055	
Listing Agent	Office	Telephone Number	
ROBERT MILAM	ASSET REALTY INC	237-4885	
Selling Agent	Office	Telephone Number	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 4 O'CLOCK P M. (ET) ON 07/09/04

5182

2 Sep Robby Milam 803-345-9225 P 5


THE Country
AT ROLLING
BREAKFAST
TILE
DOG
MASTER BEDROOM
CARPET
KITCHEN
TILE
GREAT ROOM
CARPET
BEDROOM #3
CARPET
HALL
TILE
TILE
DINING
CLOSET
BEDROOM #2
CARPET
GARAGE
FLOOR PLAN
Total Heated = ~2179 SQ FT
GAS FIREPLACE
$ 262,500
FROG - CARPET
GOT HOME?
Robby Milam
Realtor
Cell 803-237-4885
Fax 803 345-9225
Pager 803-954-0000
Email: amilam@bellsouth.net
Web www.robbymilam.com
5183

Acknowledgment of Relationship Disclosure
NOT A CONTRACT

JANET D FOLKINS
(Seller or Buyer)
BOBBY MILAM
(Licensee)
ASSET REALTY INC
(Brokerage Company)

As a potential Seller or Buyer of real estate I understand and agree that when working with Brokerage Company/Licensee I will be

☐ Customer

☐ Seller Client Brokerage Company/Licensee is agent for my property located at

_____

☒ Buyer/Client Brokerage Company/Licensee is my agent

Seller/Client or Buyer/Client acknowledges that after entering into our written agency agreement agent might request a modification in order to act as a dual agent in a specific transaction If asked

☐ Permission to act as a dual agent will not be considered

☒ Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction If I agree I will execute a separate written consent agreement.

Brokerage Company/Licensee has provided me a meaningful explanation of agency and I have been given a completed copy of this Acknowledgment of Relationship Disclosure

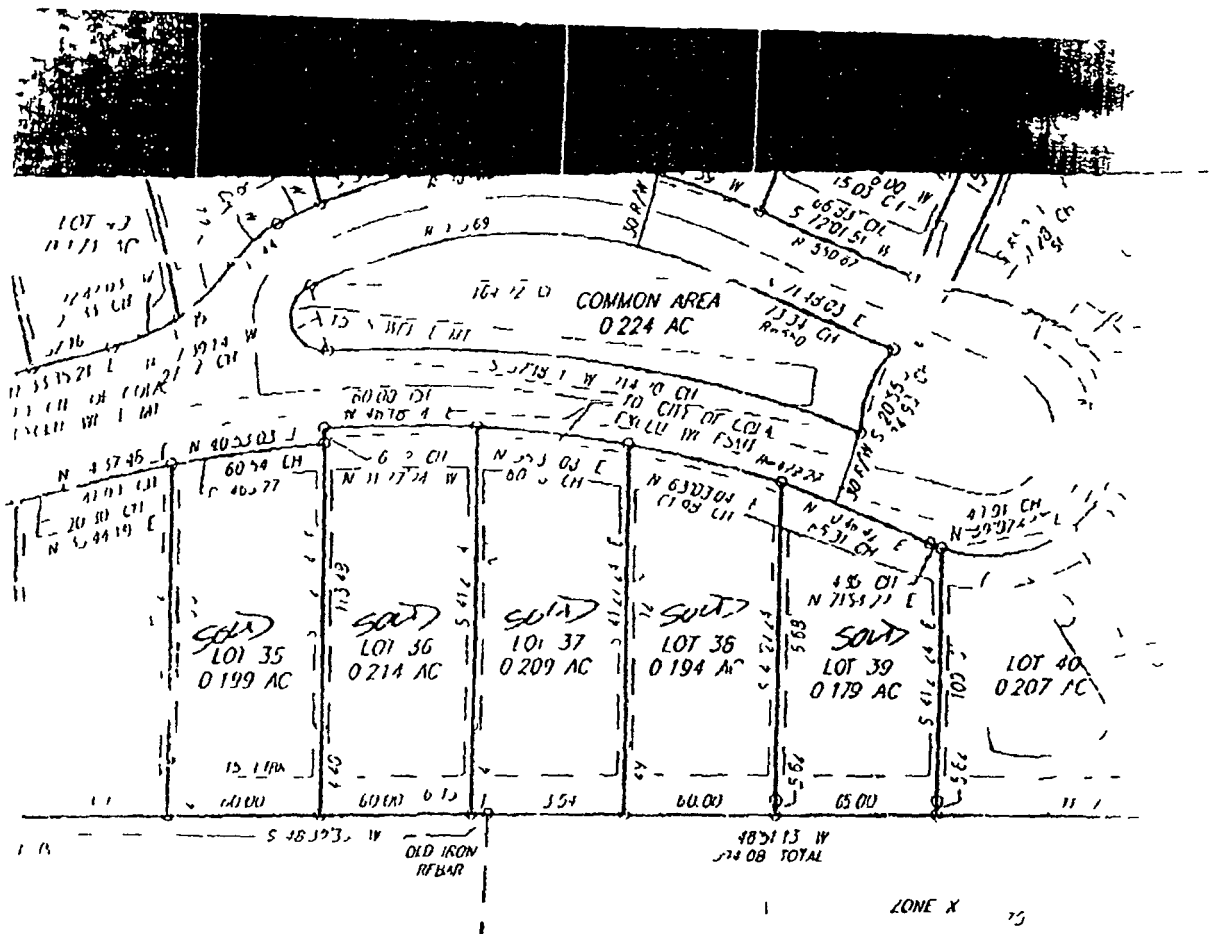
Janet Folkins 7/7/04
(Seller or Buyer) (Date)

_____ _____
(Seller or Buyer) (Date)

(Brokerage Company/Licensee Copy)

5184

Robby Milam 803-345-9225



THE COURTYARDS

PRE-

DUTCH FORK

SITE LOCATED IN RICHLA

SCALE 1" = 60'

REFERENCES

1 RICHLAND COUNTY TAX MAP SH

2 SITE DEVELOPMENT PLANS FOR THE CO

PREPARED FOR DUTCH FORK DEVELOPMENT CO

CERTIFICATIONS

I HEREBY CERTIFY THAT THE PLAN SH

TO THE ACCURACY REQUIRED BY T

SHOWN HAVE BEEN PLACE TO THE

I HEREBY STATE THAT TO THE BEST O

RECORD

DEVELOPMENT

DUTCH FORK DEVELOPMENT GROUP

P O BOX 510 WINNSBORO S C 29180

803 635 6471

ENGINEER

H ASSOCIATES INC

P O BOX 212527

COLUMBIA S C 29221

803 772-1562

SURVEYOR

WOLFE

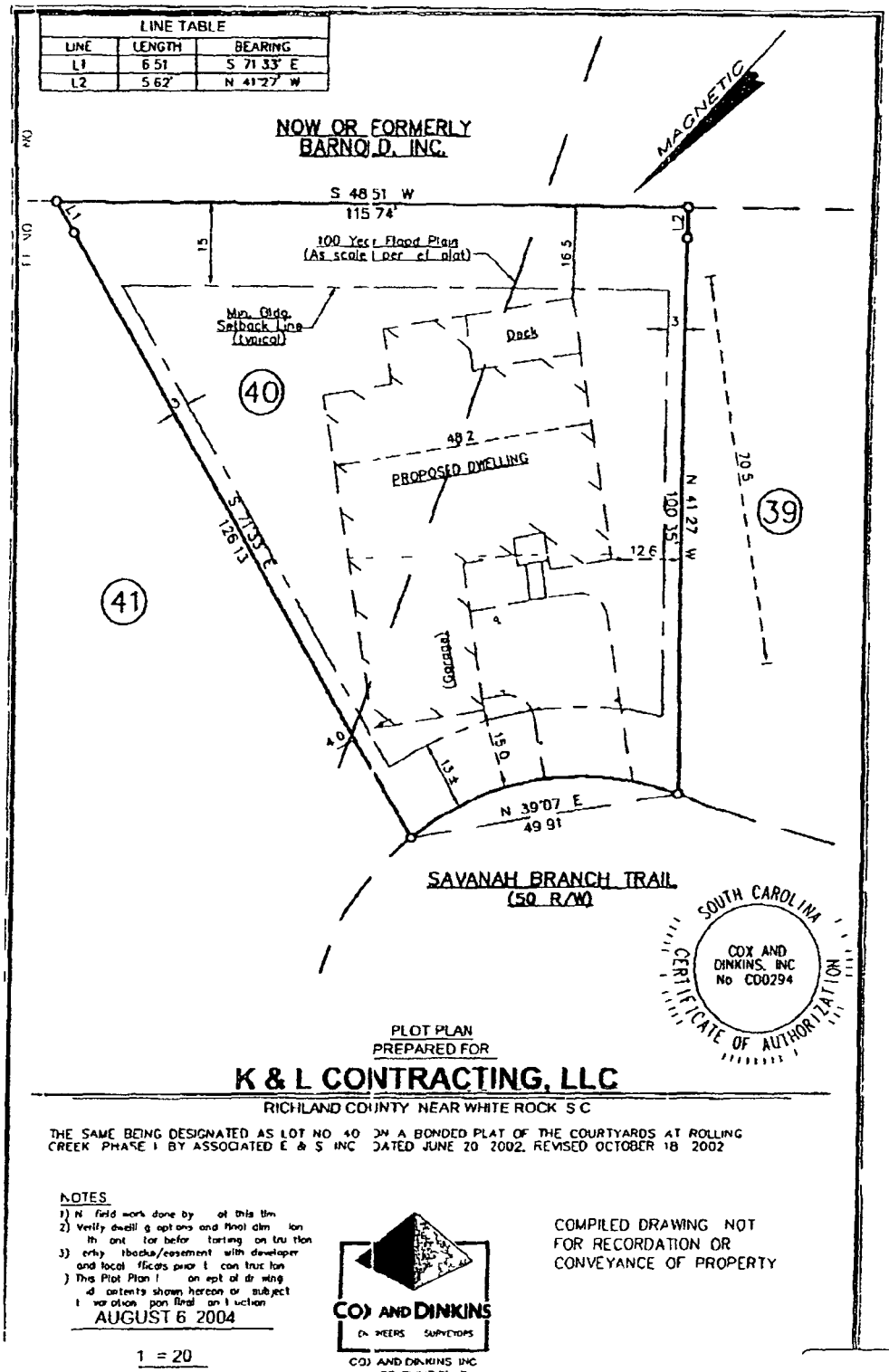
COLUMBIA INC

COLUMBIA S C 29169

803-345-9225

SOUTH CAROLINA

5185



PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 40 ON A BONDED PLAT OF THE COURTYARDS AT ROLLING CREEK PHASE I BY ASSOCIATED E & S INC DATED JUNE 20 2002, REVISED OCTOBER 18 2002

NOTES
1) N field work done by at this tim
2) Verify dwell g opt ons and finol dim ion th ont tor befor tarting on tru tion
3) erby tbacks/easement with developer and local ficals prior t con truc tion
) This Plot Plan i on ept al dr wing d ontents shown hereon or subject t vor otion pon final an l uction

AUGUST 6 2004

1 = 20

0 10 20 40

COX AND DINKINS
ENGINEERS SURVEYORS

COX AND DINKINS INC
DE TLINE BL D
COLUMBIA SOUTH CAROLINA 29205
803 2544 518 F 803 765-0953
E tail c hnc@coxanddin com

COMPILED DRAWING NOT FOR RECORDATION OR CONVEYANCE OF PROPERTY

PROF LAND SURVEYOR NO 13517
J. DON RAWLS, JR.

5169

BOOK	CHK S	TMS. 2600-4-2 (Por)	SF NO.. 310	NO 20	PROJ 4T40-CY dwg	BY 1

AUG-30-2004 MON 04 55 PM COX AND DINKINS FAX NO 8037650993 P 01/0

OMB NO 2502-0265

A	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	1 ☐FHA 2 ☐FmHA 3 ☐CONV UNINS 4 ☐VA 5 ☐CONV INS 6 FILE NUMBER POMCREEK | 7 LOAN NUMBER 8 MORTGAGE INS CASE NUMBER

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. 0 3/98 (POMCREE FDUPOMC EXH

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
POMCREEK BUILDERS INC 344 CAROLA LANE LEXINGTON SC 29072	SEL PROPERTIES LLC 1105 PULASKI STREET COLUMBIA SC 29201	MIDLAND MORTGAGE CORPORATION 1500 RICHLAND ST COLUMBIA, SC 29201

G PROPERTY LOCATION	H SETTLEMENT AGENT	I SETTLEMENT DATE
LOT 41 THE COURTYARD AT ROLLING ROCK 214 SAVANAH BRANCH TRAIL	George E Lafaye III PLACE OF SETTLEMENT 2711 Middleburg Drive Columbia SC 29204	March 15 2006

J SUMMARY OF BORROWER'S TRANSACTION			K SUMMARY OF SELLER'S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			400 GROSS AMOUNT DUE TO SELLER		
101 Contract Sales Price		40 000 00	401 Contract Sales Price		40 000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		4 114 05	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in Advance			Adjustments For Items Paid By Seller in Advance		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 County Taxes	to		407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		44 114 05	420 GROSS AMOUNT DUE TO SELLER		40 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500 REDUCTIONS IN AMOUNT DUE TO SELLER		
201 Deposit or earnest money			501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)			502 Settlement Charges to Seller (Line 1400)		247 10
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204 Draw		44,068 66	504 Payoff of 1st Mortgage to NBSC		32 000 00
205 Construction Loan $270 600 00			505 Payoff of second Mortgage		
206			506		
207			507		
208			508		
209			509		
Adjustments For Items Unpaid By Seller			Adjustments For Items Unpaid By Seller		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Taxes	01/01/06 to 01/16/06	45 39	511 County Taxes	01/01/06 to 01/16/06	45 39
212 Assessments	to		512 Assessments	to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		44 114 05	520 TOTAL REDUCTION AMOUNT DUE SELLER		32 292 49
300 CASH AT SETTLEMENT FROM/TO BORROWER			600 CASH AT SETTLEMENT TO/FROM SELLER		
301 Gross Amount Due From Borrower (Line 120)		44 114 05	601 Gross Amount Due To Seller (Line 420)		40 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(44 114 05)	602 Less Reductions Due Seller (Line 520)		(32 292 49)
303 CASH (FROM) (TO) BORROWER		0 00	603 CASH (X TO) (FROM) SELLER		7 707 51

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

Borrower POMCREEK BUILDERS INC
BY _____
Its President

Seller SEL PROPERTIES LLC
BY _____
Its President

5189

0002876

L SETTLEMENT CHARGES

700 TOTAL COMMISSION Based on P ce $ @ %		A D FRO BORROWER'S F NDS SETT EME T	D FROM SELLER'S UNDS T SET LEMENT
Division of Commission (l ne 700) as Follows			
701 $ to			
702 $ to			
703 Comm ssio Paid at Settlement			
704 to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Lo nO g t F 1 0000 % to MIDLAND MORTGAGE CORPORATION		2 706 00	
802 Loan Discount % to			
803 Appra sal Fee to MIDLAND MORTGAGE CORPORATION		225 00	
804 Credit Rep rt to MIDLAND MORTGAGE CORPORATION		250 00	
805 Le de s Inspecti o F e to			
806 Mortgage Ins App Fee to			
807 Assumpt o Fee to			
808 Flood Cert fication to		25 00	
809			
810			
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Inte est F om to @ $ /day (days /)			
902 MIP Tolins for LifeOfLoan for months to			
903 Hazard Insurance Prem m f 1 0 yea s to			
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insu ance months @ $ pe month			
1002 Mortgage Insurance months @ $ per month			
1003 C ty/Town Taxes mo ths @ $ per month			
1004 Co ty Ta es months @ $ per month			
1005 Assessments months @ $ per month			
1006 months @ $ pe month			
1007 months @ $ pe month			
1008 months @ $ per month			
1100 TITLE CHARGES			
1101 Settleme t o Clo g Fee to			
1102 Abstract o Tle Search to Absolute Title LLC		165 75	
1103 Tle E am to			
1104 Tle Insurance B nder to			
1105 Docume t Preparat on to Timothy G Quinn			75 00
1106 Notary Fees to			
107 Attorney s Fees to Geo ge E Lafaye III		350 00	
(ncludes above item numbe s)			
1 08 Title Insu ance to Lawye s Title		356 00	
(cl d abo e tem numbe s)			
1109 Le der s Coverage $ 270 600 00			
1110 Owner's Co e age $			
1111			
1112			
1113 EXPRESS PAY OFF FEE to George E Lafaye III			18 00
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Reco ding Fees Deed $ 10 10 Mortgage $ 20 10 Releases $ 6 10		30 20	8 10
1202 City/County Tax/Stamps Deed Mortgage			
1203 State Tax/Stamps Reve ue Stamps Mortgage			148 00
1204 RECORDING ASSIGNMENT to Richland County Reg ster of Deeds		6 10	
1205			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 S rvey to			
1302 P t t spect to			
1303			
1304			
1305			
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		4 114 05	247 10

By s gn ng p ge 1 of th stat em nt e ack nowledge receip of completed copy ge of this two p g stat ment

George E Lafaye III
Settlement Agent

Cert fied to be a true copy

5190

I OMC EE OM E

The Courtyards
at
Rolling Creek
Phase I

This Contract made between POMCREEK BUILDERS, INC, purchaser(s) and SEL Properties LLC seller

Purchaser agrees to buy and the seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 76 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot 41 Block 1 Phase 1 The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following
- -Prorata taxes and assessments not yet due and payable
- -All matters which would be revealed by an accurate survey or inspection of the property
- -Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules regulations and ordinances
- -The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyards at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- $ 40,000
To be paid as follows
Deposit (Cash__ or Check__)--- $ N/A (See note below)
Balance upon Delivery of Deed as hereinafter provided— $ 40,000

$4,000.00 shall be paid to Pomcreek Builders Inc by SEL Properties LLC at Closing for partial reimbursement for drain field BB 2/22/06

Seller does hereby reserve the right, due to final engineering and survey requirements partially change, alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape, or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder, that Dutch Fork Realty LLC shall receive as additional compensation six percent (6 0%) or a three (3%) split with the Selling Brokerage for the real estate

BB 2/22/06

5193

sales commission, based upon the new home construction final sales price, which shall include the contract price of the lot, payable upon closing of the construction loan, or the final sales closing on the home (if spec built) whichever occurs first.

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of DOMCREEK BUILDERS INC
And be delivered at the office of George Lafaye, Attorney
Or other stipulated place of closing and the transaction shall be closed on or before MAR 10TH, 2006

Assessments (if any), taxes, and interest will be prorated as of the date of the delivery of the Deed Tax prorations pursuant to this contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser, then Seller will be responsible for all costs of collection, including reasonable attorney's fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS and the Seller makes no warranty as to merchantability as it applies to the lot and any implied warranty relating thereto Seller hereby expressly disclaims fitness for a particular purpose

The Seller its successor and assigns, or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects, with no guarantee to Purchaser those subsequent phases will be developed

BB 2/22/06

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The Development Plan is conceptual in nature and subject to change at any time at the Sellers sole discretion without notice to Purchaser

Should any provision of this contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal on the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads, which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This contract cannot be altered, changed or amended, except in writing signed by the party to by charge

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty (10%) for this Lot Sale as set forth in this Contract, payable at the time of the lot closing
The Purchaser has read the entire contract and understands the terms thereof.

In Witness whereof, the undersigned have set their hands and seals
Signed, Sealed and Delivered

In the Presence of:

Pomarok Builders, Inc

Witness as to Purchaser | by [signature] **Purchaser(s)** | 2/22/2006 **Date**

344 Carola Lane Lexington, SC 29072
Purchaser's Address

City, State and Zip Code | 315-4569 **Telephone-Home**

Witness As to Seller | By [signature] **SEL Properties, LLC**

For Dutch Fork Realty, LLC

5195

DUTCH FORK REALTY LLC COPIES

L41

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement into on FEBRUARY 3 20 06

between Buyer(s) Edward and Donna Elinski (hereinafter called **"BUYER"**) and

Seller(s), Pomcreek Builders Inc (hereinafter called **SELLER**") The

property shall be deeded in the name(s) of EDWARD ELINSK TTEE, DONNA ELINSKI TTEE U/A DTD. 6/26/92 BY EDWARD + DONNA ELINSKI TR

2 **CONSTRUCTION OF HOUSE** Subject to terms and conditions herein Seller shall complete construction of a single-family

dwelling and related improvements (hereinafter called **"HOUSE"**) on the property known as

Lot 41 Block 1 Section 1 Subdivision COURTYARDS @ ROLLING CREEK

Address 214 Savannah Branch Trail

Tax Map # TBD City Irmo Zip 29063

County of Richland, State of South Carolina in accordance with the plans and specifications agreed to by Seller and Buyer and described as follows (list or describe all site plans drawings floor plans landscape plans, description of materials and specification lists)

BILL GRISSOM PLAN NO. 1955 AS MODIFIED IN "1) RED-LINED" PLANS AND SPECIFICATIONS (SEE ADDENDUM TWO) AND SITE PLAN-FOOTPRINT (SEE ADDENDUM THREE).

(hereinafter collectively "Plans and Specifications")

(a) Seller shall construct the House (i) in accordance with the Plans and Specifications (ii) in compliance with all laws regulations codes and ordinances applicable to the construction of the House and (iii) in a good and workmanlike manner with new good quality materials and components

(b) Seller shall not make any material deviation or change in the Plans and Specifications without prior written consent of Buyer

3 **COST OF CONSTRUCTION** **Seller** shall provide and pay for all labor materials equipment, tools clean-up utilities transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with or related to the construction of the House **Seller** shall pay all costs and other expenses of any nature whatsoever for Seller's construction financing of the House including real estate commissions or fees, if applicable

4 **PURCHASE PRICE** shall be $ $338 300 00 THREE HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED AND XX/100 dollars

5 **METHOD OF PAYMENT** Purchase price shall be paid as follows [X] Cash or [N/A] Subject to Financing Financing to be obtained by [X] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Other terms. N/A

6 **EARNEST MONEY** This offer is accompanied by an earnest money deposit of $ ~~$13000 deposit~~ 101,000.00 BE 6/8

Buyer and Seller authorize Pomcreek Builders as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by [ ] Cash [X] Check or [ ] Other Broker does not guarantee payment of a check or checks accepted as earnest money All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale the earnest money deposit shall be credited to the Buyer

[EE] BUYER, [JS] BUYER, [DSA] SELLER, [ ] SELLER HAVE READ THIS PAGE

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT

7 **LOAN PROCESSING AND APPLICATION** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan Buyer shall apply for a maximum ____% loan (loan-to-value ratio) within _____ days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ days **Time is of the essence** The written loan approval shall contain no stipulations and shall be subject only to the provisions of Paragraph 20 of this agreement Should the Buyer fail to make loan application or receive approval within said period and to diligently pursue the application the Seller shall have the option to terminate this Agreement, with written notice Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner Buyer will take any action that is needed or requested by Lender to process the loan application Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s) If Buyer fails to comply with these above conditions Buyer shall be in default of this agreement subject to the terms of paragraph 16
FHA Mortgage Insurance [ ] will [ ] will not be added to the mortgage VA funding fee [ ] will [ ] will not be added to the mortgage

8 **CONVEYANCE SHALL BE MADE** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and deliver a proper general warranty deed if applicable free of encumbrances except as herein stated Seller agrees to pay all statutory deed recording fees The deed shall be delivered at the stipulated place of closing and transaction closed on or before 9-15-2006, 20____, no later than 9 00 p m **Time is of the essence** Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing

9 **CLOSING COSTS** Unless otherwise agreed closing costs including all loan charges and prepaid recurring items shall be paid as follows
(a) SELLER shall provide or pay for preparation of deed any recording charge based on value of property and all costs necessary to deliver a marketable title including recording of satisfactions and property taxes to the day of closing
(b) BUYER shall pay unless otherwise agreed herein the cost of the Buyer s credit report property insurance appraisal, survey cost of obtaining loan discount points title examination escrow deposits and prepaid expenses The Buyer shall also pay if applicable interim interest and mortgage insurance premium or VA funding fee Buyer's hazard insurance policy shall provide coverage as required by lender Other terms THIS CONTRACT IS CONDINGENT THE SELL AND CLOSING OF BUYERS' HOME AT 1641 SAN SILVESTRO DRIVE, VENICE, FLORIDA 34285 ON/BEFORE SEPT 13, 2006

10 **HOME PROTECTION PLAN COVERAGE** Both parties understand that a third party home warranty Plan [X] will [ ] will not be issued at closing If applicable the warranty premium will be paid ~~at closing~~ by the [ ] Buyer or [X] Seller not to exceed $ 200.00 OUTSIDE CLOSING

11 **COMPLETION OF CONSTRUCTION** Seller shall diligently pursue the construction of the House and shall complete construction of the House as a "turn-key" job on or before the closing If Seller is delayed at any time in the progress of construction by (1) any act or neglect of Buyer (2) any changes ordered in construction (3) material shortages adverse weather conditions or delays in transportation which were not reasonably anticipated or (4) acts of God then the time for completion of construction of the House and the closing shall be extended automatically by a reasonable time to account for the delay experienced Seller shall notify Buyer in writing within ten (10) days after the commencement of the delay otherwise the right to an extension shall be waived The construction of the House shall be deemed completed when (i) the House has been completed in accordance with the Plans and Specifications and is broom-clean and (ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the House If not closed by OCT 15, 2006 a penalty of $ 50.00 per day will be due from Builder

12 **PURCHASE PRICE AND ALLOWANCES** The purchase price in Paragraph Four (4) above includes the purchase price of the House and all allowances stated on the reverse side hereof Whenever the final cost for allowances is more or less than the allowances stated on the reverse side the difference shall be adjusted between the parties at or prior to closing

[ ] BUYER, [ ] BUYER, [ ] SELLER, [ ] SELLER **HAVE READ THIS PAGE**

13 **INSPECTIONS** Buyer or Buyer's designated representative may enter and inspect the House at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms with the Plans and Specifications and the terms of this offer to purchase In the event that during construction the Buyer shall reasonably determine that such construction is not proceeding in accordance with this offer to purchase Buyer shall give written notice to Seller specifying that particular deviation deficiency or omission and the Seller shall forthwith correct such deviation deficiency or omission Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the House in accordance with the Plans and Specifications and this offer

14 **INSURANCE** Seller shall purchase and maintain "All Risks" Builders Risk Insurance coverage including Theft and Vandalism and Malicious Mischief upon the House on a "Completed Value" basis while the House is in the course of construction "Completed Value" shall mean the full value of the House as of the date that all construction is completed including the Seller's total cost plus profit, but excluding the cost of land In the event that construction is fully completed prior to sale of the Property Seller shall purchase and maintain Permanent "All Risks Property Insurance coverage on the House including Theft and Vandalism and Malicious Mischief on a "Replacement Cost" basis "Replacement Cost" shall mean the full cost of replacement of structure or structures at the same site with new material of like kind and quality without deduction for depreciation

In addition Seller shall purchase and maintain Third Party Liability Insurance coverage on the premises of the Property during the course of construction and after construction is completed Seller shall assume the obligation and cost of restoring rebuilding repairing and replacing the House Such risk of loss or damage assumed by Seller shall continue until the closing in accordance with the terms of this offer

15 **CHANGE ORDERS** The Buyer without invalidating this offer may order changes in the construction of the House within the general scope of the Plans and Specifications consisting of additions deletions or other revisions and the purchase price and closing shall be adjusted accordingly All such changes shall be made only by a change order which shall be in writing and signed by both Buyer and Seller

16 **WARRANTIES LIMITED WARRANTY OF CONSTRUCTION** Unless otherwise provided for herein Seller hereby warrants that for a period of one (1) year from the date of closing or the date Buyer occupies the House whichever comes first, Seller will make all necessary repairs and corrections to the House either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non-conformity of construction to the Plans and Specifications At Seller's sole option Seller may either (1) make such repairs or corrections, (2) replace any faulty or non-conforming item or condition or (3) pay to Buyer the reasonable cost of such repair correction or replacement This limited warranty (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity (2) shall survive closing and the delivery of the deed, and (3) is in lieu of all other warranties oral or written express or implied except such other express written warranties as Seller may provide to Buyer and the warranties described below

WARRANTIES OF COMPONENTS Seller shall assign and deliver to Buyer at closing all guarantees and warranties of all components comprising the House to the extent the same are assignable Buyer shall be responsible for compliance with any notice and claim procedures set forth therein

17 **DISCLAIMER BY BROKERS AND AGENTS** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s) (1) Give no guaranty or warranty of any kind express or implied as to the physical condition of the House (2) Give no warranty express or implied as to the habitability or workmanlike service of the House and any implied warranty hereby disclaimed (3) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the House, and (b) the accuracy of the published square footage of the property (4) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer

[EZ] BUYER, [MG] BUYER, [SA] SELLER, [___] SELLER HAVE READ THIS PAGE

18 **SCHEDULE OF ALLOWANCES**

NOTE Reference should be made to the Plan and Specifications for a more detailed description of the items and allowances and where the items are to be located The amount of the allowance indicated below includes the labor and materials to install them unless otherwise indicated

	ITEM	AMOUNT OF ALLOWANCE
1	Wallpaper	
	A. Kitchen	$____ per roll
	B Bathrooms	$____ per roll
	C Other _____	$____ per roll
2	Carpet and Pad	$____ per sq yd
3	Marble or Ceramic tile	$____ per sq ft.
4	Vinyl/floor covering	$____ per sq yd
5	Light fixtures (includes fixtures bulbs spots floods door chimes and recessed fixtures)	$____
6	Hardware for doors	$____
7	Cabinets	
	A. Kitchen	$____
	B Bathrooms	$____
	C Other _____	$____
8	Paneled walls	$____ per 4x8 sheet
9	Appliances	SEE ADDENDUM ONE, PAGES ONE THROUGH FOUR
	A. Stove	$____
	B Refrigerator	$____
	C Dishwasher	$____
	D Disposal	$____
	E	$____
	F	$____
	G	$____
10	Bathrooms	
	A. Mirrors and Medicine Cabinets	$____
	B Accessories (such as paper and towel bars)	$____
11	Ceiling Fan(s)	$____
12	Landscaping to include trees and shrubs	$____
13	Other (Attach addendum if necessary) SEE ADDENDUM ONE, PAGES 1-4	$____

18 **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this Agreement pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any agreement signed by the parties pursuant to the mediation conference shall be binding This mediation clause shall survive for a period of 120 days after the date of the closing

The following matters are excluded from mediation hereunder (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; (b) an unlawful detainer action (c) the filing or enforcement of a mechanic s lien (d) any matter which is within the jurisdiction of a probate court (e) the filing of a interpleader action to resolve earnest money disputes The filing of a judicial action to enable the recording of a notice of pending action for order of attachment, receivership injunction or other provisional remedies shall not constitute a waiver of the right to mediate under this provision nor shall it constitute a breach of the duty to mediate

[ ] BUYER, [ ] BUYER, [X] SELLER, [ ] SELLER HAVE READ THIS PAGE

19 **ENTIRE BINDING AGREEMENT** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included expresses the entire agreement and all promises covenants and warranties between the Buyer and Seller It can be changed only by a subsequently written instrument signed by both parties Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein The benefits and obligations shall inure to and bind the parties hereto and their heirs assigns successors executors or administrators Whenever used singular includes plural and use of any gender shall include all

20 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed kept or performed

21 **FACSIMILE AND OTHER ELECTRONIC MEANS** The parties agree that the offer any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means including but not limited to electronic mail and the internet, and the signatures initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

22 **EXTENSION AGREEMENT** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date Closing shall occur within this time extension but in no event shall closing occur later than the above extension date **Time is of the essence**

THIS IS A LEGALLY BINDING AGREEMENT BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED

IN WITNESS WHEREOF this Agreement has been duly executed by the parties

BUYER Edward Elinski	Date 2/8/06	Time 9 00AM
WITNESS Edward Elinski	Date 2/8/06	Time 9 05AM
BUYER Donna Elinski	Date 2/8/06	Time 9 00AM
WITNESS Donna Elinski	Date 2/8/06	Time 9 05 A.M
SELLER by. Pemcreek Builders, Inc	Date 2/6/2006	Time 7:05 pm
WITNESS Brian Asbil	Date 2/6/2006	Time 7.05PM
SELLER	Date	Time
WITNESS	Date	Time

LISTING AGENT AND COMPANY D Melton Dutch Fork Realty LLC

SELLING AGENT AND COMPANY Robby Milam Asset Realty, Inc

SELLING AGENT IS PRESENTING THIS OFFER AS A [✓] BUYER S AGENT OR [ ] SUBAGENT OF THE SELLER

ESCROW ~~AGENT~~ DEPOSIT ACKNOWLEDGMENT 2/10/2006

The foregoing form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS® The foregoing form may not be edited revised or changed without the prior written consent of the South Carolina Association of REALTORS®

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Contract Ratified 2/10/2006 @ 5PM
Written Robby Milam By Seller & Buyer

Assessor Data View

The information provided on this page reflects data as of **December 31 2006** and should be used for reference only For official assessment information please contact the Richland County Assessor's Office

Information presented on the Assessor's Database is collected organized and provided for the convenience of the user and is intended solely for informational purposes **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION RISK AND RESPONSIBILITY OF THE USER** While every attempt is made to provide information that is accurate at the date of publication portions of such information may be incorrect or not current **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED AS TO ITS ACCURACY COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE** All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at tho e offices

Owner Information

Tax Map Number	R02611 06 09
Owner	ELINSKI EDWARD & DONNA
Address 1	/SURVIVORSHIP
Address 2	
Address 3	
City/State/Zip	IRMO SC 29063
Property Location/Code	

Tax Information

Year	2006
Property Tax Relief	($66 30)
Local Option Sales Tax Credit	($18 70)
Tax Amount	$303 69
Paid	Yes
Homestead	No
Assessed	$490 00

Assessment Information

Year Of Assessment	2007	Legal Residence	Yes
Tax District	6UD	Sewer Connection	CITY
Acreage Of Parcel	0	Water Connection	CITY
Non Agriculture Value	$42 000 00	Agriculture Value	$0 00
Building Value	$299 700 00	Improvements	$0 00
Market Value	$341 700 00		
Zoning as of December 31 2006	RS LD	SINGLE FAMILY RESIDENTIAL	

Property Information

Legal Description	LOT 41	
	40 2X120X74 3X79 3X132 6	#SU THE COURTYARDS @ ROLLINC
Land Type	RESIDENTIAL LAND	CREEK PHASE I
Area	THE COURTYARDS @ ROLLING CRE	(HWY 176 BROAD RIVER RD)

Sales History

	1			
Current Owner Name	**Sale Date**	**Vacant or Improved**	**Deed Book/Page**	**Sale Price**
ELINSKI EDWARD & DONNA	12/06/2006	I	R1259/ 1158	$349 960 00
POMCREEK BUILDERS INC	03/22/2006	V	R1164/ 1617	$40 000 00
SEL PROPERTIES LLC	10/06/2000		R0449/ 37	$0 00

Structure Information

1

Building Number	Year Structure Was Assessed	Building Description	Actual Year Built	Number Of Bathrooms	Number Of Bedrooms	Total Number Of Rooms	Total Number Of Stories	Heated Square Footage	Total Square Footage

Structure Details

Building Number	Structure Type	Structure Description
1	Building Element	EXTERIOR WALL 1 FACE BRICK VENEER
1	Misc Improvement	FIREPLACE 2 STY/1DBL RESI

Exemptions

Exemption Year	Exemption Description

Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576 2190 Tel
(803) 576-2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0402990	07/02/2004	$ 187330 00	$	

NAMES & ADDRESSES

LOCATION **209 Savannah Branch Trl Irmo SC 29063**
TMS# **04-02**
USEZONE **RS LD** FLOODZONE **No**
MOBILEDECAL
MOBILEMODEL

SUBDIVISION **COURTYARDS @ ROLLING CREEK**
LOT **45**
UTILITIES
Electn
Sewer
Gas

OWNER **K and L Contracting ()**
APPLICAN **Data Unavailable**

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR **Data Unavailable Record Default**

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTIONOFWORK
NEW HOME

NATUREOFWORK
New Construction

REPORTCODE
101 New Res Single family houses attached or detached

OCCUPANCYTYPE
BR

CONSTRUCTIONTYPE
VIU

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUAREFOOTAGE	2993 Sq Ft

SINGLEFAMILYONLY

#BATHROOMS	0
#BEDROOMS	0
TOTALROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 07/02/2004

WEBADDRESS
http //BuildingDepartment com/projects
PERMITNUMBER
0402990
PERMITPIN
255189
Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com
printed July 17 2007

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ %		
Division of Commission (line 700) as Follows				
701 $ to				
702 $ to				
703. Commission Paid at Settlement				
704 Development Fee		to Dutch Fork Development Group		4 000 00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801 Loan Origination Fee 1 0000 %		to First Citizens Bank & Trust Co of SC	3,277 50	
802 Loan Discount %		to		
803 Appraisal Fee		to First Citizens Bank & Trust Co of SC	300 00	
804 Credit Report		to First Citizens Bank & Trust Co of SC	17 00	
805 Underwriting Fee		to First Citizens Bank & Trust Co of SC	240 00	
806 Tax Service Fee		to First Citizens Bank & Trust Co of SC	65 00	
807 Flood Certification Fee		to First Citizens Bank & Trust Co of SC	12 00	
808 Administration Fee		to First Citizens Bank & Trust Co of SC	500 00	
809 Closing Fee		to First Citizens Bank & Trust Co of SC	40 00	
810 Application Fee		to First Citizens Bank & Trust Co of SC	48 00	
811 Construction Funds Held		to First Citizens Bank & Trust Co of SC	305 000 00	
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901 Interest From 05/21/04 to 06/01/04	@ $	/day (11 days %)		
902 Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for 1 0 years to				
904				
905				
1000 RESERVES DEPOSITED WITH LENDER				
1001 Hazard Insurance	months @ $	per month		
1002 Mortgage Insurance	months @ $	per month		
1003 City/Town Taxes	months @ $	per month		
1004 County Taxes	months @ $	per month		
1005 2003 County Taxes	months @ $	per month		
1006	months @ $	per month		
1007	months @ $	per month		
1008 Aggregate Adjustment	months @ $	per month		
1100. TITLE CHARGES				
1101 Settlement or Closing Fee	to			
1102 Abstract or Title Search	to True Title		195 00	
1103 UPS FEE (Docs)	to The Harrell Law Firm		15 00	
1104 Title Insurance Binder	to Three Kings Title Insurance Agency		100 00	
1105 Document Preparation	to The Harrell Law Firm			125
1106. ALTA Endorsements	to Three Kings Title Insurance Agency		50 00	
1107 Attorney's Fees	to The Harrell Law Firm		425 00	
(includes above item numbers				
1108. Title Insurance	to Three Kings Title Insurance Agency		944 70	
(includes above item numbers				
1109 Lender's Coverage	$ 328 000 00	75 00		
1110 Owner's Coverage	$ 357 000 00	869 70		
1111 Copies Postages Fax Fees	to The Harrell Law Firm		35 00	
1112 UPS Fee (Loan Package)	to The Harrell Law Firm		25 00	
1113 UPS Fee (Payoff)	to The Harrell Law Firm			25
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201 Recording Fees: Deed $ 10 00	Mortgage $ 31 00	Releases $ 6.00	41 00	
1202 City/County Tax/Stamps: Deed		Mortgage		
1203 State Tax/Stamps: Revenue Stamps		148 00 Mortgage		148 148 00
1204 Satisfactions				
1205 Assignment				
1300 ADDITIONAL SETTLEMENT CHARGES				
1301 Survey	to			
1302 Pest Inspection	to			
1303 HVAC				
1304 Home Warranty				
1305 Water and Sewer				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			311 328 20	4,304

By signing ge of this statement, the signatorie acknowledge receipt of completed copy of page 2 of this two page statement

Certified to be a true copy
Seller Form 1099-S

SELLER'S TAX ID SOLICITATION THE INFORMATION IN BLOCKS E, G, H, I AND ON LINES 401, 406, 407 and 409 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate's proceeds to the Internal Revenue Service and must furnish this statement to you. If you have to report the sale or exchange of your main home on your tax return, see the 2004 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property. Form 8582, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if: 1) you sell or dispose of your home at a gain during the first 9 years after you received the Federal mortgage subsidy. This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

You have already paid the real estate tax for the period that includes the sale date. Subtract the amounts on Lines 406, 407, & 409 from the amounts already paid to determine your deductible real estate tax. But if you already deducted the real estate tax in a prior year, generally report this refund as income on the Other Income line of Form 1040, or more information, see Pub. 523.

For Paperwork Reduction Act Notice, see the 2004 Instructions for Forms 1099, 1098, 5498, and W-2G.
Department of the Treasury - Internal Revenue Service

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

Seller's Signature	Seller Signature	Seller Signature	Seller's Signature
Tax ID/SSN:	Tax ID/SSN:	Tax ID/SSN:	Tax ID/SSN:

(RE 04-582 / RE 04-582 / 11

3602

OMB NO 2502-0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN: 1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS.

6. FILE NUMBER: RE 04 582

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

COPY

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.*

1.0 358 (SPRAYBERRY JOSEPH PFDRE04-582/1)

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
Joseph A. Sprayberry [illegible] SC 29063	SEL Properties LLC CRC	First Citizens Bank & Trust Co 1314 Park Street Columbia SC 29201

G. PROPERTY LOCATION	H. SETTLEMENT AGENT 57 0999504	I. SETTLEMENT DATE
[illegible] SC 29063 Richland County South Carolina	The Harrell Law Firm PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	May 21 2004

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		**400. GROSS AMOUNT DUE TO SELLER**	
101. Contract Sales Price	40,000.00	401. Contract Sales Price	40,000.0
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	311 328.20	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. 2003 County Taxes to		408. 2003 County Taxes to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	351 328.20	*420. GROSS AMOUNT DUE TO SELLER*	40 000
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500. REDUCTIONS IN AMOUNT DUE TO SELLER**	
201. Deposit or earnest money	3,000.00	501. Excess Deposit (See instructions)	
202. Principal Amount of New Loan(s)	327 750.00	502. Settlement Charges to Seller (Line 1400)	4 304
203. Existing loa (s) take subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage to NBSC	32 000
205.		505. Payoff of second Mortgage	
206.		506. Deposit retained by seller	3 000
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/04 to 05/22/04	102.67	511. County Taxes 01/01/04 to 05/22/04	10
212. 2003 County Taxes to		512. 2003 County Taxes 01/01/03 to 01/01/04	37
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	330 852.67	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	39 78
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	351 328.20	601. Gross Amount Due To Seller (Line 420)	40,00
302. Less Amount Paid By/For Borrower (Line 220)	(330 852.67)	602. Less Reductions Due Seller (Line 520)	(39 7
303. CASH (X FROM) (TO) BORROWER	20 475.53	*603. CASH (X TO) (FROM) SELLER*	21

102.67
374.31
476.98
39780.15
219.02

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

I HAVE CAREFULLY REVIEWED THE HUD-1 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 CER THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT

Borrower: Joseph A. Sprayberry

Seller: SEL Properties LLC

TO THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

The Harrell Law Firm
Settlement Agent

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES U CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S. CODE SECTION 1001 & SECTION 1010

3601

ASSET REALTY, INC.

REALTOR®

NEW CONSTRUCTION
CONTRACT OF SALE

Rev 12/02

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation **Purchaser and Builder/Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Builder/Seller prior to its presentation and serves as written confirmation to the agreed upon agency status**

1 DATE A contract to purchase is offered this 12TH day of March 20 04
by Joseph P Sprayberry Purchaser(s)
to K & L ~~Builders~~ CONTRACTING, LLC Builder/Seller(s)

2 PROPERTY DESCRIPTION Subject to terms and conditions herein Builder/Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon
Lot ~~47~~ 45 Block 1 Section _____ Subdivision Courtyards at Rolling Creek
Address Savannah Branch Trail
Tax Map # _____ City Irmo Zip 29063
County of Richland State of South Carolina

3 PRICE The sales price is $ ~~$275 000~~ $240000 & HOME VA 260,000 to be paid as follows
A $ 3000.00 Earnest money paid by [ ] cash [X] check, [ ] other held in trust by ~~Asset Realty Inc~~ K & L CONTRACTING
B $ _____ Additional earnest money to be deposited with _____ prior to _____
C $ _____ Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING A If applicable construction financing to be obtained by [ ] Builder/Seller [X] Purchaser Permanent financing shall be [ ] FHA, [ ] VA (see addendum for FHA/VA) [X] CONVENTIONAL, [ ] BUILDER/SELLER [ ] CASH (No Financing Required) OTHER TERMS _____

B In a cash transaction Purchaser agrees to provide Builder/Seller or Builder/Seller's agent within ten (10) business days of acceptance of this Contract written verification that sufficient funds are available for closing

5 CLOSING COSTS DISCOUNT POINTS If a new loan is obtained Purchaser's closing costs and/or discount points to be paid by the Purchaser and the Purchaser's prepaid items by the Purchaser PMI FHA-MIP VA or FMHA Funding Fee to be paid by the Purchaser If Builder/Seller pays closing costs prepaid items (PMI FHA-MIP VA or other funding fees) and/or discount points on behalf of Purchaser Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ N/A

6 LOAN PROCESSING APPLICATION FINANCING Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Builder/Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser s Agent must notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract. Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser as per Section 15 of this Contract Loan approval to be obtained by April 1, 2004 (date) Construction to begin N/A days after loan approval (if applicable)

7 ADDITIONAL CONTINGENCIES [X] Complete the sale and closing of Purchaser's property located at 12 Wessex Blvd Irmo SC 29063
It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this agreement, remains in effect Should Builder/Seller be presented another Contract and if accepted this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded as per section 15 of this Contract Purchaser or agent will be notified of this Contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Builder/Seller or his agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser s property Any documentation regarding the sale of Purchaser's property to be furnished upon request
[ ] Complete the closing of the sale of Purchaser's property currently under contract, on or before _____
_____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request
[ ] Other _____

Purchaser's Initials ( ) ( ) DATE 3/12/04 HAVE READ THIS PAGE. Builder/Seller's Initials (PK) ( ) DATE 3/15/04 HAVE READ THIS PAGE.

8 CONDITIONS

A PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS

(1) Purchasers and Builder/Seller to approve plans and specifications by April 15 2004 (date)

(2) House to be completed in a workmanlike manner according to the building codes of Richland County and/or Irmo (city) and in accordance with the approved plans and specifications

(3) Builder/Seller represents that property [X] is [ ] is not subject to restrictive covenants or the jurisdiction of a homeowners association/regime which may impose restrictions or assessments Purchaser represents that the documents pertaining t such restrictions or associations [ ] have [ ] have not, been made available to him/her

(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ 850 per year (month/quarter/year) and that such fee will be prorated at closing

(5) Any special assessments levied prior to closing will be paid by the [X] Builder/Seller [ ] Purchaser Builder/Seller represent that the property is connected to [X] public/community sewer system or to [ ] a septic tank and to [X] public/communit water system or to [ ] well system Property [ ] is [X] is not located in flood zone

B COST OF CONSTRUCTION Builder/Seller shall provide and pay for all labor materials equipment tools clean up utilitie transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with c related to the construction Builder/Seller shall pay all costs and other expenses of any nature whatsoever for Builder/Seller' construction financing including real estate commissions or fees if applicable

C ALTERATIONS CHANGES OR ADDITIONS None shall be made to approved plans or specifications nor shall any extr work be performed or materials be provided or added by the Purchaser unless approved by the Builder/Seller or its dul authorized agent in a written change order Purchaser shall pay the added cost of the change or alteration at the time th request is agreed upon by both parties

D (1) WARRANTIES LIMITED WARRANTY OF CONSTRUCTION Unless otherwise provided for herein Builder/Seller hereb warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House whichever come first Builder/Seller will make all necessary repairs and corrections either interior or exterior structural or nonstructural tha shall become necessary by reason of faulty construction labor or materials or non-conformity of construction to the Plans an Specifications At Builder/Seller's sole option Builder/Seller may either make such repairs or corrections replace any fault or non-conforming item or condition or pay to Purchaser the reasonable cost of such repair correction or replacement Thi limited warranty is for the benefit of Purchaser only and may not be assigned nor shall it inure to the benefit of any other perso or entity shall survive closing and the delivery of the deed and is in lieu of all other warranties oral or written express c implied except such other express written warranties as Builder/Seller may provide to Purchaser and the warranties describe below

(2) WARRANTIES OF COMPONENTS Builder/Seller shall assign and deliver to Purchaser at closing all guarantees an warranties of all components to the extent the same are assignable Purchaser shall be responsible for compliance with an notice and claim procedures

(3) HOME PROTECTION PLAN COVERAGE All parties understand that a third party home protection plan [X] wil [ ] will not be issued at closing If applicable the warranty premium will be paid at closing by the SELLER in the amount of $ 1000 and provided by 2 10 Home Buyers Warranty Co

E OTHER CONDITIONS

Buyer to choose hardwood and tile floor colors colors in final painting and carpet with allowances by Seller, BEDROOM 2 HARDWARE, LIGHTING, CABINET HARDWARE AND OTHER TYPICAL INCLUDED BACK YARD AND DRIVEWAY TO CHOOSE TREES FOR REMOVAL IN CONSULTATION WITH CONTRACTOR - BUILDER

9 BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES This sale and the purchase price includes all improvements fixtures and appurtenances An overages will be paid by Purchaser at time of selection Builder/Seller shall notify Purchaser or Purchaser's agent 48 hours pri to closing of additional funds needed for overages and change orders not already paid by Purchaser

(a) Carpet 18 00 sq yd installed including pad

(b) Other Floor covering _____ installed

(c) Light fixtures provided by seller's allow excluding installation cost (Installation cost is included in sales price)

(d) Wallpaper na installed

(e) Kitchen Appliances $1800

(f) Landscaping provided by seller

(g) Other per seller allowances

Purchaser's Initials ( ) DATE 3/12/04 HAVE READ THIS PAGE Builder/Seller's Initials (PK) DATE 3/15/04 HAVE READ THIS PAGE

10 CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Builder/Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed recording fees shall be the responsibility of Builder/Seller The deed shall be prepared in the name of Joseph P Sprayberry and delivered to the stipulated place of closing This transaction shall be closed on or before on/before June 15 2004 (date) DEADLINE DEC 20 04

11 POSSESSION

The Builder/Seller will give possession of the herein described property to the Purchaser after the title to this property has passed to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition Builder/Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing This inspection is to ascertain that the property conforms to the terms of this contract Any non-conforming items (Punch List) and their completion times shall be agreed upon by Purchaser and Builder/Seller in writing prior to closing

12. INSPECTIONS

The Purchaser or Purchaser's Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction can be dangerous and that hazards may exist which are not observable Any entry shall be solely at the Purchaser's own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompanying Purchaser or entering at his direction Purchaser shall defend and hold Builder/Seller harmless from and against any injury loss damage or expense to persons or property arising out of such entry Purchaser may not interfere stop alter direct or influence employees subcontractors suppliers vendors or similar workers while on the job site Third party inspections shall not be binding upon the Builder/Seller Buyer's rights under this paragraph shall not release Builder/Seller from any of Builder/Seller's obligations for the construction in accordance with the Plans and Specifications and this offer

13 EXTENSION OF AGREEMENT

Time is of the essence If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date In a cash transaction If terms and conditions of section 4B have been met both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date

14 BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement Commission Agreement with Builder/Seller or in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

15 EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of this Contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable attorney's fees and court costs the same to be charged and assessed against Purchaser or Builder/Seller or both as the court may decide Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it was written

N/A DEPOSIT PK BUILDER

The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership The earnest money so noted ___ will _X_ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

16. ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowner's association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Builder/Seller when the current year's taxes are determined

17 ROLLBACK TAXES

If applicable rollback taxes shall be the responsibility of Purchaser

18 NON-RESIDENT TAXES

Builder/Seller agrees to comply with the provisions of South Carolina Code Section 12 8-580 (as amended) regarding withholding requirements of Sellers who are not residents of South Carolina as defined in the said statute

19 FIRE OR CASUALTY

In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed, Purchaser or Builder/Seller shall have the right for ten (10) business days after the notice of such damage to terminate this Contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Builder/Seller elects to terminate the Contract the parties shall proceed according to the terms of this Contract.

20 DEFAULT

If Purchaser shall default under this Contract, Builder/Seller shall have the option of suing for damages or rescinding this Contract In the event the Contract is rescinded one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to Builder/Seller Upon default by Builder/Seller Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract Upon default by Builder/Seller If Purchaser elects to rescind this Contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report, appraisal fee survey and cost of title examination In any action to enforce the provisions of this Contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

Purchaser's Initials (PR, ____) DATE 3/12/04 HAVE READ THIS PAGE Builder/Seller's Initials (PK, ____) DATE 3/15/04 HAVE READ THIS PAGE

21 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Contract the breach of this Contract or the services provided in relation to this Contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Builder Seller(s) or any real estate Broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this Contract pertains, including without limitation allegations of concealment misrepresentation negligence and/or fraud Any Contract signed by the parties pursuant to the mediation conference shall be binding

Any dispute not resolved by mediation in connection with the sale of the property or improvements or arising out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act

22 SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

23. ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that this Contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

24. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 00 o clock p m (ET) on March 15 2004 (date) unless accepted or countered by Builder/Seller in written form prior to such time

25 FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

26 SURVIVAL If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the parties hereto until fully observed kept or performed

27 DEFINITIONS In this Contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this Contract, excluding Saturdays Sundays and South Carolina legal holidays

28. HUD/CLOSING STATEMENT RELEASE Builder/Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

29 DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind express or implied as to the physical condition of the property or as to condition of or existence of improvements services or systems thereto including but not limited to termite damage roof basement, appliances, heating and air conditioning systems plumbing, sewage/septic electrical systems, or to the structure (B) Give no warranty express or implied, concerning the condition of the property any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract, Purchaser and Builder/Seller should seek legal advice if the contents are not understood. Both Purchaser and Builder/Seller acknowledge the receipt of a copy of this Contract Signatures below signify acceptance of all terms and conditions stated herein

IN WITNESS THEREOF this Contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser Joseph P. Shaughnessy	Date 3/12/04	SSN 262-35-562
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Builder/Seller	Builder/Seller Pat Kirk	Date 3/15/04	SSN 251-61-547
Witness as to Builder/Seller	Builder/Seller	Date	SSN

D Melton	Dutch Fork Realty	803-622-2080
Listing Agent	Office	Telephone Number
Robert A Milam III	Asset Realty Inc	803-237-4885
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 1:20 **O'CLOCK** P **M (ET) ON** 3/15/04 **(DATE)**

ASSET REALTY, INC.

BUYER'S CHECKLIST

PROPERTY ADDRESS Lot 45, Courtyards at Rolling Creek

Following are some items which Buyer may wish to have inspected or researched, at Buyer's expense, prior to making an offer to purchase a home

- Review the Seller's Property Disclosure form through the listing Agent
- Review with Buyer's Agent availability of Home Warranty Programs
- Ask about existing termite bond
- Verify age of structure
- Ask about property assessments
- Acquire subdivision/zoning restrictions Subdivision By Laws & Covenants & Restrictions
- Locate well and septic tanks and have inspected
- Locate any underground storage tanks
- Check square footage for accuracy (See Buyer's Acknowledgment of Square Footage)
- Verify lot size through previous plat, county records
- Check for flood plain, easements, encroachments on recorded plat
- Check for proximity to high voltage power lines
- Check for sources of potential pollution or potential hazardous conditions
- Check local planning authority for future development plans in area
- Check for future street expansion
- Check for commercial development nearby or proposed
- Verify neighborhood regime fee/assessments
- Check real property tax and assessments
- Check for farm run off nearby
- Check for proximity to shooting range or other noise hazards
- Verify building permits used for any prior modifications
- Some of the professional property inspections to consider include

Structural condition of property	Synthetic stucco
Roof condition and remaining life	Radon
HVAC system	Condition of appliances
Electrical capacity	Presence of termites or excess moisture
Plumbing systems	Presence of lead based paint
Pool pump and liner	Formaldehyde insulation
Well capacity / water purity	Asbestos in ceiling or around plumbing
Septic system	Fireplace(s)
Survey	Review local sex offender registries

- Inquire about Owner s Title Insurance (especially with higher equity)
- Have Buyer's Attorney review documents before they are signed
- Re-key new property after close

Buyer acknowledges that should any of the above (or any other) items be of sufficient importance, Buyer should direct his/her Agent to insert wording into the offer to purchase which will allow Buyer to perform these inspections PRIOR to being obligated to close the transaction

x _____ 3/12/04 _____

Buyer Joseph P Sprayberry **date** **Buyer** **date**

REV 03-21 03 ARI form S-008

ASSET REALTY, INC

BUYER'S ACKNOWLEDGMENT OF SQUARE FOOTAGE

SUBJECT PROPERTY Lot 45 (Plan 47), Courtyards at Rolling Creek

ASSET REALTY, INC has advised me that ALL INSPECTIONS, REPAIRS, OR VERIFICATIONS SHOULD BE DONE BY COMPETENT LICENSED PROFESSIONALS since these matters are outside of the Company's areas of expertise

I have indicated below the importance of the square footage measurements as it affects my decision to purchase said property

✓ I ACCEPT THE GENERALIZED SQUARE FOOTAGE MEASUREMENTS ACCOMPANYING THE MARKETING MATERIALS AVAILABLE ON SUBJECT PROPERTY, AND AM **NOT BASING MY DECISION TO PURCHASE THIS PROPERTY ON THE SQUARE FOOTAGE FIGURES PRESENTED TO ME BY THE LISTING BROKER OR THE SELLING BROKER**

___ I WOULD LIKE TO INDEPENDENTLY VERIFY THE SQUARE FOOTAGE OF THE SUBJECT PROPERTY I REALIZE MY AGENT MAY MEASURE THE PROPERTY ON MY BEHALF, OR I MAY HIRE A LICENSED APPRAISER OF MY CHOICE TO FURTHER VERIFY SUCH FIGURES **ANY SUCH VERIFICATION SHOULD BE DONE PRIOR TO MY MAKING AN OFFER TO PURCHASE SAID PROPERTY**

In either case, I realize that as Buyer I have the ULTIMATE RESPONSIBILITY of accepting or rejecting such figures and hold listing Broker/Agents and selling Broker/Agents harmless of any discrepancies arising out of such measurements and comparisons

BUYER _____ DATE 3/12/04 Joseph P Sprayberry

BUYER _____ DATE _____

REV 03 21-03

ARI form S 006

ASSET REALTY, INC

ADVICE OF COVENANTS & DEED RESTRICTIONS
FOR SUBDIVISION OR CONDOMINIUM ASSOCIATION

The Purchaser(s) listed below acknowledge that they have been advised by Purchaser s Agent of the potential existence of COVENANTS & DEED RESTRICTIONS (CC&R's) BY-LAWS and /or OTHER PERTINENT DOCUMENTS for the subdivision or condominium association relative to the property located at

Lot 45, Courtyards at Rolling Creek

Property Address

Purchaser(s) understands that it is their responsibility to obtain a copy and approve of the terms and conditions of said COVENANTS & DEED RESTRICTIONS, BY-LAWS and/or ANY OTHER DOCUMENTS PERTAINING TO THE USE OF SAID PROPERTY and that Purchaser's Agent/Broker may not interpret such documents on the Purchaser s behalf Purchaser acknowledges that once a contract is entered into between Seller and Purchaser subsequent exceptions to the CC&Rs by Purchaser(s) will not be grounds to terminate the contract

(X) I have received a copy of the CC&Rs BY-LAWS and/or RELATED DOCUMENTS prior to making an offer to purchase this property and hereby approve of the terms therein

( ) I have NOT received a copy of the CC&Rs, BY-LAWS and/or RELATED DOCUMENTS and wish to make my offer to purchase this property subject-to my approval of their terms within 5 business days of the Effective Date of the contract and hereby instruct my Agent to write my offer accordingly

( ) I DO NOT require a copy of the CC&Rs BY LAWS or any other RELATED DOCUMENTS in order to purchase this property

( ) Property IS NOT covered by CC&R s, by-laws or other neighborhood restrictions as disclosed by home seller

Joseph P Sprayberry 3/12/04

Purchaser Date Purchaser Date

Joseph P Sprayberry

REV 03-21-03 ARI form S 007

EXCLUSIVE RIGHT TO BUY
BUYER AGENCY CONTRACT

1 APPOINTMENT OF BROKER By this contract JOSEPH P. SPRAGGINS ("Buyer") appoints Broker in Charge of ASSET REALTY, LLC Company ("Broker") as Buyer's exclusive agent subject to the terms and conditions stated in this Contract. By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for the types of property described in Section 2 below through Broker and refer to Broker all inquiries made to Buyer about such properties from other brokers salespersons sellers and others during the term of this contract "Negotiation" as used in this agreement shall mean property shown negotiated or information requested by Buyer through Broker

2 PURPOSE OF AGENCY Buyer desires to purchase or lease real property (which may include items of personal property) described as follows
Type [X] Residential [ ] Commercial [ ] Industrial [ ] Vacant Land [ ] Other
General Description LOT 45 WITH MODEL 2500 SQFT CONSTRUC
Approximate Price Range $ 300,000 LOT & HOME
General Location COMPTAKES AT ROLLING CREEK
Preferred Terms CONVENTIONAL LOAN
Other

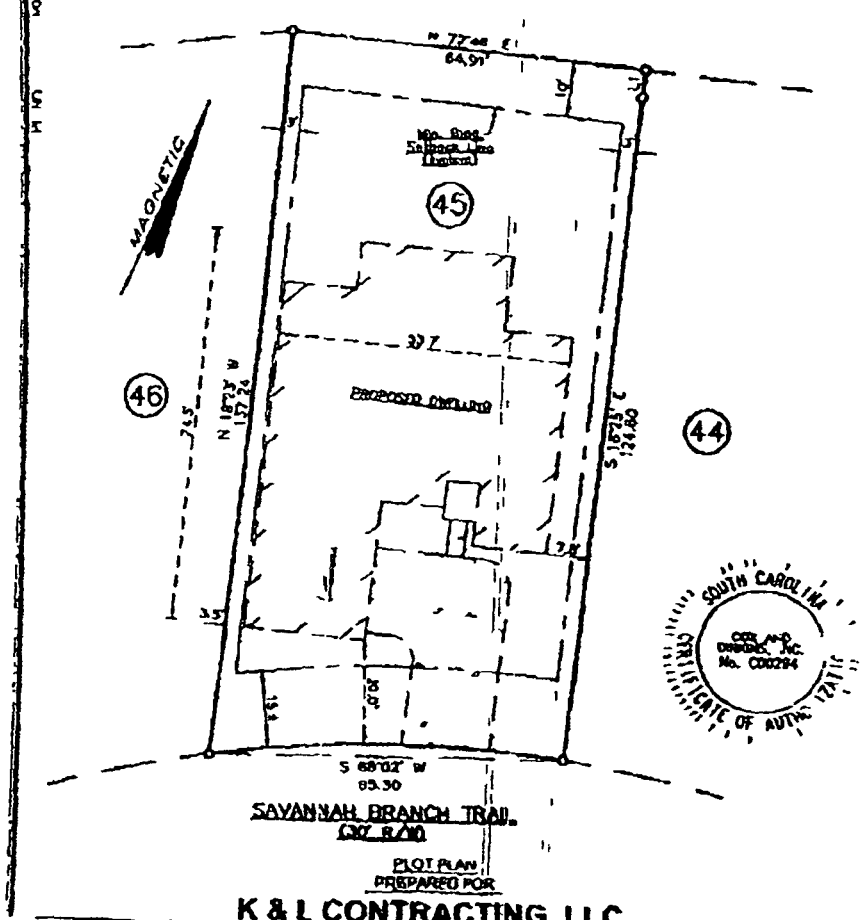
3 BROKER S DUTIES (a) The Broker shall provide to Buyer a meaningful explanation of agency and shall use Broker's professional real estate knowledge and skills to represent the Buyer in a diligent and effective manner and to locate property which is available for purchase or lease and suitable to the Buyer (b) if the Broker is not representing the seller the Broker shall represent solely the interest of the Buyer in all negotiations and transactions regarding the acquisition of real property and repudiate any agency or subagency relationship with the seller or the company representing the seller and shall not claim the subagency compensation offered to the selling broker in the Multiple Listing Service (c) if the Broker represents the seller as well as the Buyer (i e disclosed dual agency) the Broker shall **not** disclose to the Buyer information obtained within the confidentiality and trust of the fiduciary relationship with the seller nor disclose to the seller information similarly obtained from the Buyer without the consent of the party adversely affected by the disclosure (d) the Broker may represent other buyers who may be interested in the same property as the Buyer

At the latest Broker shall present to Buyer a completed Agency Disclosure Form as prescribed by the South Carolina Real Estate Commission and the law of South Carolina at the time this Buyer Agency Agreement is signed Broker represents that Broker is duly licensed under the laws of the State of South Carolina as a real estate broker Broker will use his best efforts as Buyer's agent to locate property of the type described in Section 2 of this contract and to negotiate acceptance of any offer by Buyer to purchase or lease such property During the term of this Contract, Broker will give Buyer information describing and identifying properties which appear to Broker to substantially meet the conditions set forth in Section 2

4 BUYER S DUTIES BUYER AGREES TO
(A) Work exclusively with Broker and its Affiliated licensees during the term of this agreement by (1) viewing any property (previewing etc) only with Broker or Broker's designated representative and not with another real estate broker salesperson or seller and (2) exclusively allowing Broker or Salesperson to identify property negotiate for Buyer and otherwise to represent Buyer and (3) referring to Broker all inquiries received in any form from any other real estate broker or affiliated licensees and (4) holding Broker harmless from liability as a result of incomplete/inaccurate information provided to Broker by Buyer or Seller (5) holding Broker harmless from liability as a result of Seller's failure to provide a complete Seller's Property Condition Disclosure statement, and (6) indemnifying Broker against all claims damages losses expenses or liability arising from the handling of earnest money by anyone other than Broker
(B) Assist Broker and its Affiliated Licensees in the process of identifying negotiating and contracting to purchase lease or otherwise acquire by (1) providing Broker with reliable information (including financial information and written authorization to obtain verification of funds) that Broker deems necessary for the performance of this Agreement and (2) making himself available to meet with Broker and to see properties in order that the Broker will be able to perform the promises of the Brokerage Engagement
(C) Provide Broker and its Affiliated Licensees the following information (1) general nature location and requirements of desired property and (2) price range and other terms and conditions relating to desired property
(D) To authorize Buyer's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date

[ ] BUYER [ ] BUYER [ ] BROKER HAVE READ THIS PAGE

COMMON AREA



SAVANNAH BRANCH TRAIL
CR7 R/W0

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

5219

10 DISCLOSURE OF BUYER S IDENTITY The Broker [✓] does or [ ] does not have the Buyer's permission to disclose Buyer's identity to all property owners and other third parties

11 NONDISCRIMINATION Broker and Buyer agree that all actions carried out under this contract shall be in full compliance with local state and federal fair housing laws against discrimination on the basis of race creed color religion national origin sex familial status marital status age or disabilities

12 PROFESSIONAL COUNSEL Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney tax advisor lender appraiser surveyor structural engineer home inspector or other professional service provider Buyer agrees to seek professional advice concerning the condition of the property legal tax and other professional service matters

13 MEDIATION CLAUSE Any dispute or claim arising out of or relating to this Agreement the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by Buyer or Broker in connection with the services to which this Agreement pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any agreement signed by the parties pursuant to the mediation conference shall be binding This mediation clause shall survive for a period of 120 days after the date of the closing

14 SEX OFFENDER REGISTRY INFORMATION The Buyer and Broker agree that during the course of the agency relationship referred to in the above mentioned agreement, the Broker and all affiliated agents shall not be responsible for obtaining or disclosing any information contained in the official South Carolina Sex Offender Registry The Buyer understands that no course of action may be brought against the Broker or his affiliates for failing to obtain and disclose information contained in the official South Carolina Sex Offender Registry The Buyer understands and agrees that the Buyer shall be responsible for obtaining any such information The Buyer understands that Sex Offender Registry information may be obtained from the local Sheriff's Department or other appropriate law enforcement officials

15 ENTIRE BINDING AGREEMENT This written instrument including the additional terms and conditions set forth on the reverse expresses the entire agreement and all promises covenants and warranties between the Buyer and Broker It can be changed only by a subsequently written instrument signed by both parties

16 LIMITATIONS _____

_____

17 FACSIMILE AND OTHER ELECTRONIC MEANS The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means including but not limited to electronic mail and the internet and the signatures initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

THIS IS A LEGALLY BINDING AGREEMENT BUYER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD BUYER AND BROKER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT

_____ 3/12/04 12:30pm Email _____
BUYER Date Time

_____ 3/12/04 12:30pm Email _____
BUYER Date Time

_____ BY _____
BROKER/BUYER S AGENT COMPANY Broker/Licensee Date Time

The foregoing form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS® The foregoing form may not be edited revised or changed without the prior written consent of the South Carolina Association of REALTORS®

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Richland County
Building Permit - Residential

Planning & Development Services
2020 Hampton Street
P O Box 192
Columbia SC 29202
(803) 576-2190 Tel
(803) 576 2181 Fax

PERMIT NUMBER	ISSUED DATE	JOB COST	PERMIT COST	ISSUED BY
0402257	05/14/2004	$ 186450 00	$	

THIS PERMIT MUST BE POSTED ON JOB SITE

LOCATION 207 Savannah Branch Trl
Irmo SC 29063
TMS# 02600-04-02
USEZONE RS-LD FLOODZONE No
MOBILEDECAL
MOBILEMODEL

SUBDIVISION COURTYARDS @ ROLLING CREEK
LOT 46
UTILITIES
Electn
Sewer
Gas

OWNER K and L Contracting Llc ()
APPLICAN Data Unavailable

SUB-CONTRs
Electrical
Plumbing
Mechanical

CONTRACTOR Data Unavailable
Record Default

LICENSES
General
Electrical
Mechanical
Plumbing

CHARACTERISTICS OF WORK

DESCRIPTIONOFWORK
SINGLE FAMILY RESIDENCE

NATUREOFWORK
New Construction

REPORTCODE
101 New Res Single-family houses attached or detached

OCCUPANCYTYPE
R 3 and IRC Residential
one and two family

CONSTRUCTIONTYPE
VB

SETBACKS

	ZONING	CUSTOM
Front	25	
Back	20	
Sides	5	
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUAREFOOTAGE	2993 Sq Ft

SINGLE FAMILY ONLY

#BATHROOMS	0
#BEDROOMS	0
TOTALROOMS	0

NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started Demolition Permits and permits issued on unsafe properties are null and void after 30 days of issuance

I hereby certify that I have read and examined this document and know the same to be true and correct All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction

Signature of Contractor or Authorized Agent — Date

Approved By — Date 05/14/2004

WEBADDRESS http //BuildingDepartment.com/projects
PERMITNUMBER 0402257
PERMITPIN 253023

Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com

printed July 17 2007

SETTLEMENT STATEMENT

and Urban Development

OMB No. 2502 0265

B Type of Loan
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Uninsured
4 [ ] VA 5 [ ] Conv Ins

6 File Number: 2004171 TGQ

7 Loan Number:

8 Mortgage Ins Case #

COPY

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 (p o c) were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D Name and Address of Borrower
K&L CONTRACTING LLC
PO BOX 11641
COLUMBIA, SC 29211

E Name and Address of Seller
SEL PROPERTIES, LLC
PO BOX 11641
COLUMBIA, SC 29211

F Name and Address of Lender
FIRST PALMETTO SAVINGS BANK
3932 FOREST DRIVE
COLUMBIA, SC 29204

G Property Location
LOT 46 COURTYARDS
ROLLING CREEK TMS#2611-06-04

H Settlement Agent
TIM QUINN, ATTORNEY AT LAW

Place of Settlement
1421 CALHOUN ST
COLUMBIA, SC 29201

I Settlement Date
07/22/04
DISB DATE: 07/22/04

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	40,000.00	401 Contract sales price	40,000.00
102 Personal property		402 Personal property	
103. Settlement charges to borrower (line 1400)	3,754.40	403	
104		404	
105.		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	43,754.40	420 Gross Amount Due To Seller	40,000.00
200 Amounts Paid By or In Behalf of Borrower		500 Reduction in Amount Due To Seller	
201 Deposit or earnest money	0.00	501 Excess deposit (see instructions)	0.00
202 Principal amount of new loan(s)	0.00	502 Settlement charges to seller (line 1400)	605.41
203. Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 CONST LOAN 252000.00	0.00	504 Payoff of first mortgage loan	
205. 1ST DRAW	43,606.91	505. Payoff of second mortgage loan	
206		506	
207		507	
208		508 NBSC	32,000.00
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510. City/town taxes to	
211 County taxes 1/1/04 to 07/22/04	147.49	511. County taxes 1/1/04 to 07/22/04	147.49
212. Assessments to		512. Assessments to	
213		513	
214.		514.	
		515	
		516	
		517	
		518	
		519	
Total Paid By/For Borrower	43,754.40	520 Total Reduction Amount Due Seller	32,752.90
300 Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	43,754.40	601 Gross amount due to Seller (line 420)	40,000.00
302 Less amt paid by/for borrower (line 220)	(43,754.40)	602. Less reduction in amt due seller (ln 520)	(32,752.90)
303. Cash [X] From [ ] To Borrower	0.00	603. Cash [X] To [ ] From Seller	7,247.10

REPORTER TAX ID #

The amount on line 401 on this form is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. This is a substitute form 1099-S.

SEL PROPERTIES, LLC TAX ID # 57-1039150

(46)

A Settlement Statement

U S Department of Housing and Urban Development

OMB No 2502-0265

B Type of Loan			
1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	6 File Number 207CARSO	7 Loan Number 6104504060	8 Mortgage Insurance Case Number

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D NAME OF BORROWER Maurice P Carson and Ingrid K Carson

ADDRESS OF BORROWER 20

E NAME OF SELLER K & L Contracting, LLC

ADDRESS OF SELLER

F NAME OF LENDER Bank of America, N A

ADDRESS OF LENDER 900 W Trade Street, Charlotte North Carolina 28255

G PROPERTY LOCATION IRMO SC 29063

H SETTLEMENT AGENT HANSON LAW FIRM P.A

PLACE OF SETTLEMENT 6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212

I SETTLEMENT DATE 4/1/2005

J SUMMARY OF BORROWER S TRANSACTION		K. SUMMARY OF SELLER S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract sales price	346,000.00	401 Contract sales price	346,000 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3,217.44	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109 to		409 to	
110 to		410 to	
111 to		411 to	
112 to		412 to	
120 GROSS AMOUNT DUE FROM BORROWER ▶	349 217 44	420 GROSS AMOUNT DUE TO SELLER ▶	346 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or earnest money	10,000.00	501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)	200,000.00	502 Settlement charges to seller(line 1400)	21,443.09
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Lender paid Closing Cost Credit	500.00	504 Payoff of first mortgage loan	
205 Lender Premium Pricing Credit	422.00	505 Payoff of second mortgage loan	
206 Principal amount of seller financing		506 Principal amount of seller financing	
207		507	
208		508	
209		509	
209a		509a	
209b		509b Deposit Directly to Seller	10,000.00
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/2005 to 4/1/2005	66.02	511 County taxes 1/1/2005 to 4/1/2005	66.02
212 Assessments to		512 Assessments to	
213 to		513 to	
214 to		514 to	
215 to		515 to	
216 to		516 to	
217 to		517 to	
218 to		518 to	
219 to		519 to	
220 TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	210 988 02	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	31 509 11
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	349,217 44	601 Gross amount due to seller (line 420)	346,000 00
302 Less amounts paid by/for borrower (line 220)	210,988 02	602 Less reductions in amount due seller (line 520)	31,509 11
303 CASH ☒ From ☐ To BORROWER ▶	138,229 42	603 CASH ☒ To ☐ From SELLER ▶	314 490 89

©2004 Dis lay Syst ms, I (863) 763-5555 Laser Cruer d

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	Commission @ 6.000 % based on price $ 40,000.00 @ .00 %			
	Division of Commission (line 700) as follows:			
701	$	to		
702	$	to		
703	Commission paid at settlement			
704				
800	Items Payable in Connection With Loan			
801	Loan origination Fee .00 %	FIRST PALMETTO SAVINGS BANK	2,520.00	
802	Loan Discount %			
803	Appraisal Fee	to THOMAS W WATTS APPRAISAL	300.00	
804	Credit report	to		
805	Lender's Inspection Fee			
806	Mortgage Insurance Application Fee	to		
807	Assumption Fee			
808	FLOOD SEARCH FEE TO FIRST PALMETTO		18.00	
809				
810				
811				
812				
813				
814				
815				
900	Items Required By Lender To Be Paid In Advance			
901	Interest from to	@$ /day		
902	Mortgage Insurance Premium for	months to		
903	Hazard Insurance Premium for	years to		
904				
905				
1000	Reserves Deposited With Lender			
1001	Hazard Insurance	months @$ per month		
1002	Mortgage Insurance	months @$ per month		
1003	City Property Taxes	months @$ per month		
1004	County Property Taxes	months @$ per month		
1005	Annual Assessments	months @$ per month		
1006	Flood Insurance	months @$ per month		
1007	Sanitary Tax	months @$ per month		
1008	AGGREGATE ACCOUNTING ADJ	months @$ per month	0.00	
1100	Title Charges			
1101	Settlement or closing fee	to		
1102	Abstract or title search	to PERPETUAL TITLE	50.00	
1103	Title examination	to		
1104	Title insurance binder	to PERPETUAL TITLE	50.00	
1105	Document preparation	to DOC PREP		75.00
1106	Notary fees	to		
1107	Attorney's fees	to TIM QUINN, ATTORNEY AT LAW	250 00	
	(includes above item numbers	1101-1107)		
1108	Title insurance	to PERPETUAL TITLE	541.00	
	(includes above item numbers	)		
1109	Lender's coverage	$ 252,000.00		
1110	Owner's coverage	$ 40,000.00		
1111	ADDITIONAL 75 00 FOR OWNERS POLICY		0 00	
1112				
1113				
1200	Government Recording and Transfer Charges			
1201	Recording fees Deed $ 10.20	Mortgage $ 15 20 Releases $ 8.10	25.40	8 10
1202	City/county tax/stamps: Deed $	Mortgage $		
	State tax/stamps: Deed $ 148 00	Mortgage $ 00		148 00
1300				
1301	Additional Settlement Charges			
1302	Survey to			
1303	Pest inspection to			374.31
1304	RICHLAND COUNTY TREASURER			
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		3,754 40	605 41

e carefully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate ement of all receipt and disbursements made on my account or by me in this transaction I further certify that I have ved a copy of the HUD-1 Settlement Statement

E&L CONTRACTING, LLC

SEL PROPERTIES, LLC

wers Sellers

HUD 1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will the funds to be disbursed in accordance with this statement

07/22/04

ement Agent TIM QUINN ATTORNEY AT LAW Date

AG It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon tion can include a fine or imprisonment For details see: Title 18 U S Code Section 1001 and Section 1010

3604

Settlement Charges		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER S COM. based on price 346,000.00 @ / = 19,760.00			
Division of Commission (line 700) as follows.			
701. 9,880.00	to Asset Realty, Inc.		
702 9,880.00	to Dutch Fork Realty		
703. Commission paid at Settlement			19,760.00
704	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to Homefocus Services, LLC $248.00 POC L		
804. Credit Report	to First American CREDCO $.80 POC L		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807	to		
808. Tax Service Fee	to Homefocus Tax Services, LLC	75.00	
809 Flood Certification Fee	to Homefocus Services, LLC	11.00	
810 Application Fee	to Bank of America, N.A. $200.00	*P.O.C.*	
811 Lender Closing Fee	to Bank of America, N.A.	619.00	
812. Courier Fee	to Bank of America, N.A. $5.65 POC L		
813.	to		
814.	to		
815	to		
900 Items Required By Lender To Be Paid In Advance			
901. Interest from 4/1/2005 to 4/1/2005 @ /day for 0 days			
902 Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for 1 years to Irmo Insurance Agency, Inc.		768.00	
904 years to			
905 years to			
1000 Reserves Deposited With Lender			
1001. Hazard insurance 3 months@ 64.00 per month		192.00	
1002 Mortgage insurance months@ per month			
1003. City property taxes months@ per month			
1004. County property taxes 6 months@ 33.34 per month		200.04	
1005. Annual assessments months@ per month			
1006. months@ per month			
1007. months@ per month			
1008 months@ per month			
1009 Aggregate Adjustment		(100.10)	
1100 Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to St. Andrews Abstract Co.	165.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to Hanson Law Firm, P.A.		95.00
1106. Notary fees	to		
1107. Attorney s fees	to Hanson Law Firm, P.A.	475.00	
(includes above items numbers.		[redacted]	[redacted]
1108. Title insurance	to St. Andrews Title Insurance Agency	780.50	
(includes above items numbers		[redacted]	[redacted]
1109 Lender s Coverage.	INS AMT. 200,000.00	[redacted]	[redacted]
1110. Owner s Coverage.	INS AMT. 346,000.00	[redacted]	[redacted]
1110a			
1111.	to		
1112	to		
1113	to		
1200 Government Recording and Transfer Charges			
1201. Recording Fees. Deed $10.00, L-Mortgage(s) $22.00, S Mortgage(s) , Releases		32.00	
1202 City/county tax/stamps Deed $380.60, L-Mortgage(s) , S Mortgage(s)			380.60
1203. State tax/stamps. Deed $899.60, L-Mortgage(s) , S-Mortgage(s)			899.60
1204			
1205			
1300 Additional Settlement Charges			
1301. Survey	to		
1302 Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		
1305	to		
1306	to		
1307.	to		
1308 2004 Property Taxes	to Richland County Treasurer		307 89
1309	to		
1310 Total Settlement Charges (enter on lines 103 Section J and 502 SectionK)		3,217 44	21 443 09

CERTIFICATION DATE 4/1/2005

ve carefully reviewed the HUD 1 Settlement St tement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and ursements made on my account or by me in this transaction I further certify that I have received a copy of the HUD 1 Settlement Statement.

Maurice P Carson — Borrower
ce P Carson

Gaynell K Carson — Borrower
d K Carson

K & L Contracting, LLC
By: Larry C Cooke
Stephen F Liberoni, Member
LARRY C COOKE — Seller

Seller

HUD 1 S ttlement Statement which I have prepared is a true and accurate account of this transaction I have caused the funds to be disbursed in accord- with this statement

Kenneth C Hanson — HANSON LAW FIRM, P.A
Settlement Agent — 4/1/2005 Date

RNING It is a cr me to knowingly make false statements to the United States on this or any other similar form Penalties upon conviction can include a and imprisonment Fo deta l see Title 18 U S Code Section 1001 and Section 1010

207CARSO

ASSET REALTY INC.
Real Estate for the 21st Century

REALTOR®

NEW CONSTRUCTION CONTRACT OF SALE

Rev 12/02.

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

Agency Confirmation Purchaser and Builder/Seller acknowledge that a S.C. Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Builder/Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

1 DATE A contract to purchase is offered this 3 day of NOVEMBER 20 02
by MARLICE R CARSON & INGRID K. CARSON Purchaser(s)
to K & L CONTRACTING LLC Builder/Seller(s)

2. PROPERTY DESCRIPTION Subject to terms and conditions herein, Builder/Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon
Lot 46 Block 1 Section 1 Subdivision COMPTON'S AT ROWLAND CREEK
Address 207 SAVANNAH BRANCH TRAIL IRMO
Tax Map # _____ City IRMO Zip 29063
County of RICHLAND State of South Carolina

3. PRICE The sales price is $ 346,000 ($500 EACH FROM LENDER) to be paid as follows.
A. $ 10,000 Earnest money paid by [X] cash [ ] check [ ] other held in trust by _____
B $ _____ Additional earnest money to be deposited with _____ prior to _____
C $ $336,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds
D $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING A. If applicable construction financing to be obtained by [ ] Builder/Seller [X] Purchaser Permanent financing shall be [ ] FHA, [ ] VA (see addendum for FHA/VA) [ ] CONVENTIONAL, [ ] BUILDER/SELLER, [ ] CASH (No Financing Required) OTHER TERMS _____

B In a cash transaction Purchaser agrees to provide Builder/Seller or Builder/Seller's agent within ten (10) business days of acceptance of this Contract, written verification that sufficient funds are available for closing.

5. CLOSING COSTS DISCOUNT POINTS If a new loan is obtained, Purchaser's closing costs and/or discount points to be paid by the PURCHASER and the Purchaser's prepaid items by the PURCHASER PMI FHA-MIP VA or FMHA Funding Fee to be paid by the SELLER If Builder/Seller pays closing costs, prepaid items (PMI FHA-MIP VA or other funding fees) and/or discount points on behalf of Purchaser Builder/Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ _____

6. LOAN PROCESSING APPLICATION FINANCING Purchaser agrees to apply for financing as stated above from the institution of his choice and agrees to provide Builder/Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this Contract Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Builder/Seller shall then have the option to void Contract. Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser as per Section 15 of this Contract. Loan approval to be obtained by _____(date) Construction to begin _____ days after loan approval (if applicable)

7 ADDITIONAL CONTINGENCIES [X] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Builder/Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this agreement, remains in effect. Should Builder/Seller be presented another Contract, and if accepted, this Contract will be voided without notification of the Purchaser or agent and all earnest money refunded as per section 15 of this Contract. Purchaser or agent will be notified of this Contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Builder/Seller or his agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed. Upon the Purchaser's acceptance of a bona fide contract, clear of contingencies other than financing, the Builder/Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request.
[X] Complete the closing of the sale of Purchaser's property currently under contract, on or before _____
_____ Property is located at _____ All documentation pertaining to this sale will be provided by Purchaser upon request.
[X] Other _____

Purchaser's Initials (MRC, IKC) DATE 11/3/14 HAVE READ THIS PAGE. Builder/Seller's Initials (SBH) DATE 11-3-2002 HAVE READ THIS PAGE.

8. CONDITIONS

A. PROPERTY IS BEING SOLD WITH THE FOLLOWING STIPULATIONS

(1) Purchasers and Builder/Seller to approve plans and specifications by NOV 15 TH 04 (date)

(2) House to be completed in a workmanlike manner according to the building codes of Putnam County and/or N/A (city) and in accordance with the approved plans and specifications

(3) Builder/Seller represents that property [ ] is, [X] is not, subject to restrictive covenants or the jurisdiction of a homeowners association/regime which may impose restrictions or assessments. Purchaser represents that the documents pertaining to such restrictions or associations [X] have [ ] have not, been made available to him/her

(4) Builder/Seller represents that the property is subject to a mandatory association/regime fee of $ 850 per YR (month/quarter/year) and that such fee will be prorated at closing.

(5) Any special assessments levied prior to closing will be paid by the [X] Builder/Seller [ ] Purchaser Builder/Seller represents that the property is connected to [X] public/community sewer system or to [ ] a septic tank, and to [X] public/community water system or to [ ] well system Property [ ] is, [X] is not located in flood zone

B COST OF CONSTRUCTION. Builder/Seller shall provide and pay for all labor materials, equipment tools clean-up utilities transportation, facilities, permits, fees licenses and all other costs, charges and expenses whatsoever in connection with or related to the construction Builder/Seller shall pay all costs, and other expenses, of any nature whatsoever for Builder/Seller's construction financing including real estate commissions or fees, if applicable

C ALTERATIONS, CHANGES OR ADDITIONS None shall be made to approved plans or specifications nor shall any extra work be performed or materials be provided or added by the Purchaser unless approved by the Builder/Seller or its duly authorized agent in a written change order Purchaser shall pay the added cost of the change or alteration at the time the request is agreed upon by both parties.

D (1) WARRANTIES LIMITED WARRANTY OF CONSTRUCTION Unless otherwise provided for herein Builder/Seller hereby warrants that for a period of one (1) year from the date of closing or the date Purchaser occupies the House whichever comes first, Builder/Seller will make all necessary repairs and corrections either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non-conformity of construction to the Plans and Specifications At Builder/Seller's sole option Builder/Seller may either make such repairs or corrections replace any faulty or non-conforming item or condition or pay to Purchaser the reasonable cost of such repair correction or replacement This limited warranty is for the benefit of Purchaser only and may not be assigned nor shall it inure to the benefit of any other person or entity· shall survive closing and the delivery of the deed, and is in lieu of all other warranties, oral or written, express or implied except such other express written warranties as Builder/Seller may provide to Purchaser and the warranties described below

(2) WARRANTIES OF COMPONENTS: Builder/Seller shall assign and deliver to Purchaser at closing all guarantees and warranties of all components to the extent the same are assignable Purchaser shall be responsible for compliance with any notice and claim procedures

(3) HOME PROTECTION PLAN COVERAGE All parties understand that a third party home protection plan [ ] will [ ] will not, be issued at closing. If applicable the warranty premium will be paid at closing by the _____ in the amount of $_____ and provided by _____

E OTHER CONDITIONS. SEE ADDENDUM ONE, TWO AND THREE ATTACHED TO THIS CONTRACT

9. BUILDER SPECIFICATIONS

FIXTURES ALLOWANCES: This sale and the purchase price includes all improvements fixtures and appurtenances. Any overages will be paid by Purchaser at time of selection. Builder/Seller shall notify Purchaser or Purchaser's agent 48 hours prior to closing of additional funds needed for overages and change orders not already paid by Purchaser

(a) Carpet _____ installed including pad.

(b) Other Floor covering _____ installed

(c) Light fixtures _____ excluding installation cost. (Installation cost is included in sales price)

(d) Wallpaper _____ installed

(e) Kitchen Appliances _____

(f) Landscaping _____

(g) Other _____

SEE ADDENDUMS ONE, TWO & THREE

See Addendums

Purchaser's Initials (_____, _____) DATE 11/3/04 HAVE READ THIS PAGE. Builder/Seller's Initials (_____) DATE 11-3-2004 HAVE READ THIS PAGE.

10. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances, rules and regulations Builder/Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances, except as herein stated All statutory deed recording fees shall be the responsibility of Builder/Seller The deed shall be prepared in the name of MAURICE AND INEZ CARTER and delivered to the stipulated place of closing This transaction shall be closed on or before APRIL 1ST 2005 (date)

11 POSSESSION

The Builder/Seller will give possession of the herein described property to the Purchaser after the title to this property has passed to the Purchaser Builder/Seller agrees to deliver the property free of debris and in a clean condition. Builder/Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection prior to closing. This inspection is to ascertain that the property conforms to the terms of this contract. Any non-conforming items (Punch List) and their completion times shall be agreed upon by Purchaser and Builder/Seller in writing prior to closing.

12. INSPECTIONS

The Purchaser or Purchaser's Licensed Inspector may inspect the property Purchaser understands and acknowledges that entry upon the project or the property during construction can be dangerous and that hazards may exist which are not observable Any entry shall be solely at the Purchaser's own risk Purchaser does hereby waive any and all claims against Builder/Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompanying Purchaser or entering at his direction Purchaser shall defend and hold Builder/Seller harmless from and against any injury loss, damage or expense to persons or property arising out of such entry Purchaser may not interfere, stop alter direct, or influence employees, subcontractors, suppliers, vendors or similar workers while on the job site Third party inspections shall not be binding upon the Builder/Seller Buyer's rights under this paragraph shall not release Builder/Seller from any of Builder/Seller's obligations for the construction in accordance with the Plans and Specifications and this offer

13. EXTENSION OF AGREEMENT

Time is of the essence. If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract, both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date In a cash transaction if terms and conditions of section 4B have been met, both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date

14 BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement, Commission Agreement with Builder/Seller or in the Buyer's Brokerage Representation Agreement, if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein.

15. EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account, upon acceptance by both parties of this Contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent, or in any action wherein the funds, held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable attorney's fees and court costs the same to be charged and assessed against Purchaser or Builder/Seller or both as the court may decide. Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it was written

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership. The earnest money as noted _____ will __X__ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker "

16. ADJUSTMENTS

Taxes, water sewer charges, fuel oil, propane electricity natural gas, rents when applicable, and all other assessments including homeowner's association fees regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustment by Purchaser and/or Builder/Seller when the current year's taxes are determined

17 ROLLBACK TAXES

If applicable rollback taxes shall be the responsibility of PURCHASER

18 NON-RESIDENT TAXES

Builder/Seller agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of Sellers who are not residents of South Carolina as defined in the said statute

19. FIRE OR CASUALTY

In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed, Purchaser or Builder/Seller shall have the right for ten (10) business days after the notice of such damage to terminate this Contract. Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Builder/Seller elects to terminate the Contract, the parties shall proceed according to the terms of this Contract.

20. DEFAULT

If Purchaser shall default under this Contract, Builder/Seller shall have the option of suing for damages or rescinding this Contract. In the event the Contract is rescinded one-half of the earnest money shall then be paid to the Broker(s), not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to Builder/Seller Upon default by Builder/Seller Purchaser shall have the option of suing for damages or specific performance or rescinding this Contract. Upon default by Builder/Seller If Purchaser elects to rescind this Contract, he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Builder/Seller for actual costs incurred including but not limited to credit report, appraisal fee, survey and cost of title examination In any action to enforce the provisions of this Contract, the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

Purchaser's Initials (MC, IC) DATE 11/3/04 HAVE READ THIS PAGE. Builder/Seller's Initials (R,) DATE 11-3-2004 HAVE READ THIS PAGE.

21 MEDIATION/ ARBITRATION Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Purchaser(s) Builder/ Seller(s) or any real estate Broker or other person or entity in connection with the sale, purchase financing, condition or other aspect of the property to which this Contract pertains including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any Contract signed by the parties pursuant to the mediation conference shall be binding.

Any dispute not resolved by mediation in connection with the sale of the property or improvements or arising out of the deed to be delivered pursuant hereto shall be resolved by final and binding arbitration by three arbitrators (one selected by each party who shall mutually select the third) in accordance with the South Carolina Uniform Arbitration Act.

22. SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing.

23. ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that this Contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

24. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 o'clock 8 m (ET) on 11/3/2004 (date) unless accepted or countered by Builder/Seller in written form prior to such time

25. FAX Both Purchaser and Builder/Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

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

27 DEFINITIONS In this Contract, a single business day is defined as a twenty-four (24) hour period beginning at the time of acceptance of this Contract excluding Saturdays Sundays and South Carolina legal holidays.

28. HUD/CLOSING STATEMENT RELEASE Builder/Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction.

29 DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto including but not limited to termite damage, roof basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure, (B) Give no warranty express or implied, concerning the condition of the property any matters which would be reflected by a current survey of the property, or the accuracy of the square footage heated or unheated; (C) Give no warranty express or implied, as to title (D) Give no warranty express or implied, as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied, that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied, as to projected income, value or other possible benefits to the Purchaser**

This is a legally binding contract, Purchaser and Builder/Seller should seek legal advice if the contents are not understood. Both Purchaser and Builder/Seller acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all terms and conditions stated herein.

IN WITNESS THEREOF this Contract has been duly executed by the parties hereto			
Witness as to Purchaser	Maurice P Carson Purchaser	11/3/4 Date	521-58-9366 SSN
Witness as to Purchaser	Ingrid Carson Purchaser	11/3/4 Date	029-36 8426 SSN
Witness as to Builder/Seller	Builder/Seller	11-3-2004 Date	SSN
Witness as to Builder/Seller	Builder/Seller	Date	SSN
D. Melton Listing Agent	Dutch Fork Realty Office	803-622-2080 Telephone Number	
Robby Mclam Selling Agent	Asset Realty Inc Office	803-237-4885 Telephone Number	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 1135 **O'CLOCK** AM **M (ET) ON** 11-3-2004 **(DATE)**

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv. Unins. 4 ☐ VA 5 ☐ Conv. Ins.

6. File Number: LOI48CRC

7. Loan Number:

8. Mortgage Insurance Case Number:

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 (p.o.c.) were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Dutch Fork Development Group II

ADDRESS OF BORROWER: 203 Savannah Trail Irmo, SC 29063

E. NAME OF SELLER: SEI Properties, LLC

ADDRESS OF SELLER:

F. NAME OF LENDER: Branch Banking & Trust Company of South Carolina

ADDRESS OF LENDER: 1901 Assembly Street 1st Flo[illegible]mbia SC 29201

G. PROPERTY LOCATION: [illegible]

H. SETTLEMENT AGENT: HANSON LAW FIRM P.A.

PLACE OF SETTLEMENT: 6156 ST. ANDREWS ROAD SUITE 101 COLUMBIA SC 29212

I. SETTLEMENT DATE: 11/6/2003

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	40,000.00	401. Contract sales price	40,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,770.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 11/6/2003 to 12/31/2003	39.87	407. County taxes 11/6/2003 to 12/31/2003	39.87
108. Assessments to		408. Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120. GROSS AMOUNT DUE FROM BORROWER ▶	41,809.87	420. GROSS AMOUNT DUE TO SELLER ▶	40,039.87
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,567.62
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Loan/Closing Cost Advance	41,809.87	504. Payoff of first mortgage loan NBSC	32,000.00
205. Construction Loan $1,000.00		505. Payoff of second mortgage loan	
206. Principal amount of seller financing		506. Principal amount of seller financing	
207.		507.	
208.		508.	
209.		509.	
209a.		509a.	
209b. Adjustments for items unpaid by seller		509b. Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. to		513. to	
214. to		514. to	
215. to		515. to	
216. to		516. to	
217. to		517. to	
218. to		518. to	
219. to		519. to	
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	41,809.87	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	36,567.62
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	41,809.87	601. Gross amount due to seller (line 420)	40,039.87
302. Less amount paid by/for borrower (line 220)	41,809.87	602. Less reductions in amt. due seller (line 520)	36,567.62
303. CASH ☒ From ☐ To BORROWER ▶		603. CASH ☒ To ☐ From SELLER ▶	3,472.25

5274

FACT

HUD-1 (3/86) RESPA, HB 4305

0002910

U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

PAGE 2

L. Settlement Charges		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER'S COMM based on price 40,000.00 @ 10.00 % =	4,000.00		
Division of Commission (Line 700) as Follows			
701 4,000.00 to Dutch Irish Realty			
702 to			
703. Commission paid at Settlement			4,000.00
704 to			
800 Items Payable In Connection With Loan			
801 Loan Origination Fee % to Branch Banking & Trust Company of South		960.00	
802 Loan Discount % to			
803. Appraisal Fee to Crumpton & Hydrick		175.00	
804. Credit Report to			
805. Flood Certification to Branch Banking & Trust Company of South		9.00	
806. Mortgage Insurance Application Fee to			
807 to			
808 to			
809 to			
810 to			
811 to			
812 to			
813 to			
814 to			
815 to			
900 Items Required By Lender To Be Paid In Advance			
901. Interest from 11/6/2003 to 12/1/2003 @ /day for 25 days			
902 Mortgage Ins. Premium for months to			
903 Hazard Insurance Premium for years to			
904 years to			
905 years to			
1000 Reserves Deposited With Lender			
1001 Hazard insurance months @ per month			
1002 Mortgage insurance months @ per month			
1003 City property taxes months @ per month			
1004. County property taxes months @ per month			
1005. Annual assessments months @ per month			
1006 months @ per month			
1007 months @ per month			
1008 months @ per month			
1009		<30.00>	
1100 Title Charges			
1101. Settlement or closing fee to			
1102. Abstract or title search to St. Andrews Abstract Company		110.00	
1103 Title examination to			
1104 Title insurance binder to			
1105 Document preparation to Hanson Law Firm, P.A.			95.00
1106 Notary fees to			
1107. Attorney's fees to Hanson Law Firm, P.A.		275.00	
(includes above items numbers)			
1108 Title insurance to St. Andrews Title Insurance Company		217.00	
(includes above items numbers)			
1109 Lenders Coverage INS AMT			
1110 Owners Coverage INS AMT 40,000.00			
1110			
1111 to			
1112 to			
1113 to			
1200 Government Recording and Transfer Charges			
1201 Recording Fees. Deed $10.00. L. Mortgage(s) $14.00. S Mortgage(s) . Releases $10.00		24.00	10.00
1202 City/County Tax/Stamps Deed $44.00. L. Mortgage(s) . S Mortgage(s)			44.00
1203 State tax/stamps Deed $104.00. L. Mortgage(s) . S Mortgage(s)			104.00
1204 Tax at Release Hanson Law Firm, P.A.			50.00
1205			
1300 Additional Settlement Charges			
1301 Survey to			
1302 Pest Inspection to			
1303 Roof Inspection to			
1304 to			
1305 to			
1306. County Taxes to Richland County Treasurer			764.62
1307 to			
1308 to			
1309 to			
1400 Total Settlement Charges (enter on Lines 103 Section J and 502 Section K)		1,770.00	4,567.62

CERTIFICATION DATE 11/6/2003

I (We) certify that I (we) have carefully read the foregoing and know the contents thereof and that the receipts and disbursements made on my (our) account or by me (us) in this transaction and the charges and credits to be made to the HUD-1 Settlement Statement are true and correct to the best of my (our) knowledge and belief.

SELLER(S)

By: _____ Borrower By: _____ Seller

By _____ Borrower By _____ Seller

5275

I (We) HUD-1 Settlement Statement which I (We) have prepared is true and accurate to the best of my knowledge and belief, and that I have received a copy of the HUD-1 Settlement Statement.

HANSON LAW FIRM, P.A.

_____ Settlement Agent 11/6/2003 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S.C. Section 1001 and Section 1010.

FORM HUD-1 (3/86) FOT48CRC

The Courtyards
At
Rolling Creek
Phase I

This contract made between Dutch Fork Development Group III purchaser and

SEL Properties LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County, State of South Carolina, and being described as follows

Lot 48 37 Block ____, Phase I, The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes, rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 40,000 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$ ~~_____~~

Balance upon Delivery of Deed as hereinafter provided $ 40,000.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages, alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Duck Fork Development Graysill
And be delivered at the office of Ken Hanson
Or other stipulated place of closing and transaction closed on or before Oct 10-2003,
But not later than Oct 20-2003, 2002, as extended for events or occurrences beyond Seller s control, such as acts of God, casualty losses or material shortages

Assessments (if any), taxes, and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years' taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller's prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall, at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys fees and cost

No officer, agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser's purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller, its successor and assigns or any persons owning adjoining property may at their sole discretion phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal, on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads, which will be inspected during construction by Richland County, shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof. This Contract is entered into after full investigations, neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered, changed or amended, except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof, the undersigned have set their hands and seals

Signed, Sealed and Delivered
In the Presence of

_____	_____ 9-4-03
	Purchaser Date
_____	_____
(As to Purchaser)	Purchaser Date
_____	_____
Address	Telephone – Home
_____	_____
City, State, Zip Code	SEL Properties, LLC
_____	By _____
(As to Seller)	Its _____

A Settlement Statement

U S Department of Housing and Urban Development

OMB No 2502-0265

B Type of Loan

1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv Unins.	6 File Number	7 Loan Number	8 Mortgage Insurance Case Number
4 ☐ VA 5 ☐ Conv Ins	LOT48CRC	7680050044 00003	

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 (p.o.c.) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D NAME OF BORROWER Dutch Fork Development Group II

ADDRESS OF BORROWER 203 Savannah Trail Irmo SC 29063
E NAME OF SELLER SEL Properties I LC

Lot 48 Phase I

ADDRESS OF SELLER
F NAME OF LENDER Branch Banking & Trust Company of South Carolina

ADDRESS OF LENDER 1901 Assembly Street 1st Floor Columbia SC 29201
G PROPERTY LOCATION 203 Savannah Trail Irmo SC 29063

H SETTLEMENT AGENT HANSON LAW FIRM P A
6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212
PLACE OF SETTLEMENT 6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212
I SETTLEMENT DATE 11/6/2003

J SUMMARY OF BORROWER'S TRANSACTION		K SUMMARY OF SELLER'S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract sales price	40,000.00	401 Contract sales price	40,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	1,770.00	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes 11/6/2003 to 12/31/2003	39.87	407 County taxes 11/6/2003 to 12/31/2003	39.87
108 Assessments to		408 Assessments to	
109 to		409 to	
110 to		410 to	
111 to		411 to	
112 to		412 to	
120 GROSS AMOUNT DUE FROM BORROWER ▶	41,809.87	420 GROSS AMOUNT DUE TO SELLER ▶	40,039.87
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or earnest money		501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)		502 Settlement charges to seller(line 1400)	4,567.62
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Lot/Closing Cost Ad	41,809.87	504 Payoff of first mortgage loan	32,000.00
		NBSC	
205 Construction Loan $192,000.00		505 Payoff of second mortgage loan	
206 Principal amount of seller financing		506 Principal amount of seller financing	
207		507	
208		508	
209		509	
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes to		511 County taxes to	
212 Assessments to		512 Assessments to	
213 to		513 to	
214 to		514 to	
215 to		515 to	
216 to		516 to	
217 to		517 to	
218 to		518 to	
219 to		519 to	
220 TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	41,809.87	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	36,567.62
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	41,809.87	601 Gross amount due to seller (line 420)	40,039.87
302 Less amounts paid by/for borrower (line 220)	41,809.87	602 Less reductions in amount due seller (line 520)	36,567.62
303 CASH ☒ From ☐ To BORROWER ▶		603 CASH ☒ To ☐ From SELLER ▶	3,472.25

Site dev Cost 49,03 42
Infrastructure 25883 23
COS - -30,786 65

3528

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HUD 1 (3-86) RESPA HB 4305.2

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

L. Settlement Charges			
700 TOTAL SALES/BROKER'S COM based on price 40,000.00 @ 10.00 % = 4,000.00			
Division of Commission (line 700) as follows			
701 4,000.00	to Dutch Fork Realty		
702.	to		
703. Commission paid at Settlement			4,000.00
704	to		
800 Items Payable In Connection With Loan			
801 Loan Origination Fee %	to Branch Banking & Trust Company of South	960.00	
802 Loan Discount %	to		
803. Appraisal Fee	to Crainshaw & Hydrick	175.00	
804. Credit Report	to		
805. Flood Certification	to Branch Banking & Trust Company of South	9.00	
806. Mortgage Insurance Application Fee	to		
807	to		
808	to		
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815	to		
900 Items Required By Lender To Be Paid In Advance			
901. Interest from 11/6/2003 to 12/1/2003 @ /day for 25 days			
902 Mortgage Insurance Premium for months to			
903 Hazard Insurance Premium for years to			
904. years to			
905 years to			
1000 Reserves Deposited With Lender			
1001. Hazard insurance months@ per month			
1002 Mortgage insurance months@ per month			
1003. City property taxes months@ per month			
1004. County property taxes months@ per month			
1005. Annual assessments months@ per month			
1006 months@ per month			
1007 months@ per month			
1008 months@ per month			
1009		<$0.00>	
1100 Title Charges			
1101 Settlement or closing fee	to		
1102 Abstract or title search	to St. Andrews Abstract Company	110.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to Hanson Law Firm, P.A.		95.00
1106 Notary fees	to		
1107. Attorney's fees	to Hanson Law Firm, P.A.	275.00	
(includes above items numbers,			
1108 Title insurance	to St. Andrews Title Insurance Company	217.00	
(includes above items numbers,			
1109. Lender's Coverage	INS AMT.		
1110 Owner's Coverage	INS AMT. 40,000.00		
1110			
1111.	to		
1112	to		
1113	to		
1200 Government Recording and Transfer Charges			
1201 Recording Fees Deed $10.00; L. Mortgage(s) $14.00; S. Mortgage(s) . Releases $10.00		24.00	10.00
1202. City/county tax/stamps. Deed $44.00; L. Mortgage(s) . S. Mortgage(s)			44.00
1203 State tax/stamps Deed $104.00; L. Mortgage(s) . S. Mortgage(s)			104.00
1204 Partial Release Hanson Law Firm, P.A.			50.00
1205			
1300 Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304	to		
1305.	to		
1306. County Taxes	to Richland County Treasurer		264.62
1307	to		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103 Section J and 502 Section K) ▶		1,770.00	4,567.62

CERTIFICATION

DATE 11/6/2003

I/We certify that I/we received the HUD-1 Settlement Statement and that to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Dutch Fork Development Group II

By: _____ Borrower

SLL Properties, LLC

By: _____ Seller

By: _____ Borrower

By: _____ Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

HANSON LAW FIRM, P.A.

Kenneth C. Hanson Settlement Agent 11/6/2003 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Sec. 1001 and Sec. 1010.

LOT48CRt

3529

OMB NO 2502 0265

A

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN

1 [ ] [ ] 3 [ ] CONV UNINS 4 [ ] VA 5 [ ] CONV INS

6 F[illegible]ER L 4697WA 7 LOAN NUMBER

8 MORTGAGE INS CASE NUMBER

COPY

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.*

10 3/98 (L-4697 WARD PFD/L-4697 WARD/5)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
ELIZABETH MATTOS WARD Irmo South Carolina 29063 7835	DUTCH FORK DEVELOPMENT GROUP II LLC	

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 0889283 Todd & Ward PC PLACE OF SETTLEMENT 1709 Devonshire Drive Columbia SC 29204	I SETTLEMENT DATE
Irmo SC 29063 7835 Richland County South Carolina		September 30 2005

J SUMMARY OF BORROWER S TRANSACTION			K SUMMARY OF SELLER S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER.			**400. GROSS AMOUNT DUE TO SELLER.**		
101 Contract Sales Price		270 800 00	401 Contract Sales Price		270 800 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		1 215 35	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 County Taxes	to		407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
1 2			412		
120 GROSS AMOUNT DUE FROM BORROWER		272 015 35	*420 GROSS AMOUNT DUE TO SELLER*		270 800 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit or earnest money		5 000 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)			502 Settlement Charges to Seller (Line 1400)		12 405 70
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to BB&T		172 737 82
205			505 Payoff of second Mortgage		
206			506 Deposit retained by broker		5 000 00
207			507		
208 Credit for cabinets		6 500 00	508 Credit for cabinets		6 500 00
209 Late fee for delays		310 25	509 Late fee for delays		310 25
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Taxes	01/01/05 to 09/30/05	679 43	511 County Taxes	01/01/05 to 09/30/05	679 43
212 Assessments	to		512 Assessments	to	
213 Credit for countertops		3 500 00	513 Credit for countertops		3 500 00
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		15 989 68	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		201 133 20
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
30 Gross Amount Due From Borrower (Line 120)		272 015 35	601 Gross Amount Due To Seller (Line 420)		270 800 00
302 Less Amount Paid By/For Borrower (Line 220)		(15 989 68)	602 Less Reductions Due Seller (Line 520)		(201 133 20)
303 CASH (X FROM) (TO) BORROWER		256 025 67	*603 CASH (X TO) (FROM) SELLER*		69 666 80

HUD- 3-8) RESPA HB- 0 2

L SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 270,800.00 @ 6.0000 % 16,248.00		
	Division of Commission (line 700) as Follows.		
701	$ 8 124 00 to Dutch Fork Realty LLC — Less Deposit Retained 5 000 00		
702	$ 8 124 00 to Chicora Real Estate		
703	Commission Paid at Settlement		11 248 00
704	to		
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801	Loan Origination Fee % to		
802	Loan Discount / to		
803	Appraisal Fee to		
804	Credit Report to		
805	Lender's Inspection Fee to		
806	Mortgage Ins App Fee to		
807	Assumption Fee to		
808			
809			
810			
811			
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901	Interest From to @ $ /day (days %)		
902	MIP Tothns for LifeOfLoan for months to		
903	Hazard Insurance Premium for 1 0 years to Allstate	371 00	
904			
905			
1000	**RESERVES DEPOSITED WITH LENDER**		
1001	Hazard Insurance months @ $ per month		
1002	Mortgage Insurance months @ $ per month		
1003	City/Town Taxes months @ $ per month		
1004	County Taxes months @ $ per month		
1005	Assessments months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008	months @ $ per month		
1100	**TITLE CHARGES**		
1101	Settlement or Closing Fee to		
1102	Abstract or Title Search to F Thomas Abstract Inc	210 00	
1103	Title Examination to		
1104	Title Insurance Binder to Park Title Agency Inc	50 00	
1105	Document Preparation deed to Todd & Ward PC		150 00
1106	Notary Fees to		
1107	Attorney s Fees to		
	(includes above item numbers.)		
1108	Title Insurance to Park Title Agency, Inc.	574 25	
	(includes above item numbers)		
1109	Lender's Coverage $		
1110	Owner's Coverage $ 270 800 00 574 25		
1111			
1112			
1113			
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201	Recording Fees Deed $ 10 10 Mortgage $ Releases $	10 10	
1202	City/County Tax/Stamps Deed 298 10 Mortgage		298 10
1203	State Tax/Stamps Deed 704 60 Mortgage		704 60
1204	Mortgage Satisfaction Fee to Richland County Register of Deeds		5 00
1205			
1300	**ADDITIONAL SETTLEMENT CHARGES**		
1301	Survey to		
1302	Pest Inspection to		
1303			
304			
1305			
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)	1 215 35	12 405 70

By signing page 1 of this statement the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Todd & Ward PC
Settlement Agent

(L-4697 WARD / L-4697 WARD / 2)

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement entered into on April 5 2005 between Buyer(s) Jesse B. and Elizabeth Mattos-WARD (hereinafter called **BUYER**") and Seller(s) Dutch Fork Development Group II / G. I Smoak (hereinafter called "**SELLER**") The property shall be deeded in the name(s) of Jesse B and Elizabeth Mattos - Vncl

2 **CONSTRUCTION OF HOUSE** Subject to terms and conditions herein Seller shall complete construction of a single-family dwelling and related improvements (hereinafter called **HOUSE**") on the property known as

Lot 48 Block _____ Section Ph I Subdivision The Courtyards at Rolling Creek

Address 203 Savannah Branch Trail

Tax Map # _____ City Irmo Zip 29063-7835

County of Richland , State of South Carolina in accordance with the plans and specifications agreed to by Seller and Buyer and described as follows (list or describe all site plans drawings floor plans landscape plans description of materials and specification lists)

See attach plans for home - Rearrange the master bath as red lined, Also add additional phone & cable as marked on plans - Book case next to fireplace.

(hereinafter collectively Plans and Specifications)

(a) Seller shall construct the House (i) in accordance with the Plans and Specifications (ii) in compliance with all laws regulations codes and ordinances applicable to the construction of the House and (iii) in a good and workmanlike manner with new good quality materials and components

(b) Seller shall not make any material deviation or change in the Plans and Specifications without prior written consent of Buyer

3 **COST OF CONSTRUCTION** **Seller** shall provide and pay for all labor materials equipment tools clean up utilities transportation facilities permits fees licenses and all other costs charges and expenses whatsoever in connection with or related to the construction of the House **Seller** shall pay all costs and other expenses of any nature whatsoever for Seller's construction financing of the House including real estate commissions or fees if applicable EMW JBW 4/19/05

4 **PURCHASE PRICE** shall be $ ~~269,000.00~~ #270,800.00 dollars

5 **METHOD OF PAYMENT** Purchase price shall be paid as follows ☑ Cash or ☐ Subject to Financing Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other Terms _____

6 **EARNEST MONEY** This offer is accompanied by an earnest money deposit of $ 5,000.00 non-refundable Buyer and Seller authorize Dutch Fork Realty LLC as Escrow Agent to hold and disburse earnest money according to the terms of this agreement Earnest money paid by ☐ Cash ☑ Check or ☐ Other Broker does not guarantee payment of a check or checks accepted as earnest money All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations At the consummation of this sale the earnest money deposit shall be credited to the Buyer

[EMW] BUYER, [JBW] BUYER [SMK] SELLER, [____] SELLER HAVE READ THIS PAGE

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THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT

7 **LOAN PROCESSING AND APPLICATION** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan Buyer shall apply for a N/A % loan (loan to-value ratio) within N/A days from the execution of this Agreement and shall provide Seller with satisfactory loan approval within N/A days **Time is of the essence.** Should the Buyer fail to make loan application or receive approval within said period and to diligently pursue the application the Seller shall have the option to terminate this Agreement with written notice Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner Buyer will take any action that is needed or requested by Lender to process the loan application Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s) If Buyer fails to comply with these above conditions Buyer shall be in default of this agreement subject to the terms of paragraph 6
FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage VA funding fee ☐ will ☐ will not be added to the mortgage

8 **CONVEYANCE SHALL BE MADE** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and deliver a proper general warranty deed if applicable free of encumbrances except as herein stated Seller agrees to pay all statutory deed recording fees The deed shall be delivered at the stipulated place of closing and transaction closed on or before July 1st 2005 no later than 9 00 p m **Time is of the essence.** Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD 1 settlement statement for the transaction for their review prior to closing

9 **CLOSING COSTS** Unless otherwise agreed closing costs including all loan charges and prepaid recurring items shall be paid as follows
(a) SELLER shall provide or pay for preparation of deed any recording charge based on value of property and all costs necessary to deliver a marketable title including recording of satisfactions and property taxes to the day of closing
(b) BUYER shall pay unless otherwise agreed herein the cost of the Buyer's credit report property insurance appraisal survey cost of obtaining loan discount points title examination escrow deposits and prepaid expenses The Buyer shall also pay if applicable interim interest and mortgage insurance premium or VA funding fee Buyer's hazard insurance policy shall provide coverage as required by lender Other terms _____

_____

_____

10 **HOME PROTECTION PLAN COVERAGE** Both parties understand that a third party home warranty Plan ☐ will ☑ will not be issued at closing If applicable the warranty premium will be paid at closing by the ☐ Buyer or ☐ Seller not to exceed $ _____

11 **COMPLETION OF CONSTRUCTION** Seller shall diligently pursue the construction of the House and shall complete construction of the House as a turn-key' job on or before the closing If Seller is delayed at any time in the progress of construction by (1) any act or neglect of Buyer (2) any changes ordered in construction (3) material shortages adverse weather conditions or delays in transportation which were not reasonably anticipated or (4) acts of God then the time for completion of construction of the House and the closing shall be extended automatically by a reasonable time to account for the delay experienced Seller shall notify Buyer in writing within ten (10) days after the commencement of the delay otherwise the right to an extension shall be waived The construction of the House shall be deemed completed when (i) the House has been completed in accordance with the Plans and Specifications and is broom clean and (ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the House If not closed by N/A a penalty of $ N/A per day will be due from Builder

12 **PURCHASE PRICE AND ALLOWANCES** The purchase price in Paragraph Four (4) above includes the purchase price of the House and all allowances stated on the reverse side hereof Whenever the final cost for allowances is more or less than the allowances stated on the reverse side the difference shall be adjusted between the parties at or prior to closing

[EMS] BUYER [JDW] BUYER, [____] SELLER [____] SELLER HAVE READ THIS PAGE

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13 **INSPECTIONS** Buyer or Buyer's designated representative may enter and inspect the House at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms with the Plans and Specifications and the terms of this offer to purchase In the event that during construction the Buyer shall reasonably determine that such construction is not proceeding in accordance with this offer to purchase Buyer shall give written notice to Seller specifying that particular deviation deficiency or omission and the Seller shall forthwith correct such deviation deficiency or omission Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the House in accordance with the Plans and Specifications and this offer

14 **INSURANCE** Seller shall purchase and maintain All Risks Builders Risk Insurance coverage including Theft and Vandalism and Malicious Mischief upon the House on a Completed Value basis while the House is in the course of construction Completed Value shall mean the full value of the House as of the date that all construction is completed including the Seller's total cost plus profit but excluding the cost of land In the event that construction is fully completed prior to sale of the Property Seller shall purchase and maintain Permanent All Risks Property Insurance coverage on the House including Theft and Vandalism and Malicious Mischief on a Replacement Cost basis Replacement Cost shall mean the full cost of replacement of structure or structures at the same site with new material of like kind and quality without deduction for depreciation

In addition Seller shall purchase and maintain Third Party Liability Insurance coverage on the premises of the Property during the course of construction and after construction is completed Seller shall assume the obligation and cost of restoring rebuilding repairing and replacing the House Such risk of loss or damage assumed by Seller shall continue until the closing in accordance with the terms of this offer

15 **CHANGE ORDERS** The Buyer without invalidating this offer may order changes in the construction of the House within the general scope of the Plans and Specifications consisting of additions deletions or other revisions and the purchase price and closing shall be adjusted accordingly All such changes shall be made only by a change order which shall be in writing and signed by both Buyer and Seller

16 **WARRANTIES LIMITED WARRANTY OF CONSTRUCTION** Unless otherwise provided for herein Seller hereby warrants that for a period of one (1) year from the date of closing or the date Buyer occupies the House whichever comes first Seller will make all necessary repairs and corrections to the House either interior or exterior structural or nonstructural that shall become necessary by reason of faulty construction labor or materials or non conformity of construction to the Plans and Specifications At Seller's sole option Seller may either (1) make such repairs or corrections (2) replace any faulty or non-conforming item or condition or (3) pay to Buyer the reasonable cost of such repair correction or replacement This limited warranty (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity (2) shall survive closing and the delivery of the deed and (3) is in lieu of all other warranties oral or written express or implied except such other express written warranties as Seller may provide to Buyer and the warranties described below

WARRANTIES OF COMPONENTS Seller shall assign and deliver to Buyer at closing all guarantees and warranties of all components comprising the House to the extent the same are assignable Buyer shall be responsible for compliance with any notice and claim procedures set forth therein

17 **DISCLAIMER BY BROKERS AND AGENTS** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s) (1) Give no guaranty or warranty of any kind express or implied as to the physical condition of the House (2) Give no warranty express or implied as to the habitability or workmanlike service of the House and any implied warranty hereby disclaimed (3) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the House and (b) the accuracy of the published square footage of the property (4) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer

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18 SCHEDULE OF ALLOWANCES

NOTE Reference should be made to the Plan and Specifications for a more detailed description of the items and allowances and where the items are to be located The amount of the allowance indicated below includes the labor and materials to install them unless otherwise indicated

	ITEM	AMOUNT OF ALLOWANCE
1	Wallpaper	
	A Kitchen N/A	$ _____ per roll
	B Bathrooms	$ _____ per roll
	C Other _____	$ _____ per roll
2	Carpet and Pad	$ 18.00 per sq yd
3	~~Marble or~~ Ceramic tile	$ 2.50 per sq ft material only
4	Vinyl/floor covering N/A	$ _____ per sq yd
5	Light fixtures (includes fixtures bulbs spots floods door chimes and recessed fixtures)	$ 2,000.00
6	Hardware for doors N	$ 500.00
7	Cabinets	
	A Kitchen	$ 6,500.00 for All
	B Bathrooms	$ _____
	C Other _____	$ _____
8	Paneled walls N/A	$ _____ per 4x8 sheet
9	Appliances	
	A Stove	$ Total # 1,800.00
	B Refrigerator	$ _____
	C Dishwasher	$ _____
	D Disposal	$ _____
	E	$ _____
	F	$ _____
	G	$ _____
10	Bathrooms	
	A Mirrors and Medicine Cabinets	$ Total # 250.00
	B Accessories (such as paper and towel bars)	$ _____
11	Ceiling Fan(s) IN lighting Allowance	$ _____
12	Landscaping to include trees and shrubs	$ # 3,500.00
13	Other Plumbing fixtures 1,000.00	$ _____
	Kitchen Tops to be granite with	$ _____
	builder's choices.	$ _____

18 MEDIATION CLAUSE Any dispute or claim arising out of or relating to this Agreement the breach of this Agreement or the services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by the Buyer(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this Agreement pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any agreement signed by the parties pursuant to the mediation conference shall be binding This mediation clause shall survive for a period of 120 days after the date of the closing

EMW BUYER, [ ] BUYER, [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

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Gas line to Deck EMW 4/19/05

The following matters are excluded from mediation hereunder (a) judicial or non judicial foreclosure or other action or proceeding to enforce a deed of trust mortgage or land contract (b) an unlawful detainer action (c) the filing or enforcement of a mechanic's lien (d) any matter which is within the jurisdiction of a probate court (e) the filing of an interpleader action to resolve earnest money disputes The filing of a judicial action to enable the recording of a notice of pending action for order of attachment receivership injunction or other provisional remedies shall not constitute a waiver of the right to mediate under this provision nor shall it constitute a breach of the duty to mediate

19 **ENTIRE BINDING AGREEMENT** This written instrument including the additional terms and conditions set forth on the reverse expresses the entire agreement and all promises covenants and warranties between the Buyer and Seller It can be changed only by a subsequently written instrument signed by both parties Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein The benefits and obligations shall inure to and bind the parties hereto and their heirs assigns successors executors or administrators Whenever used singular includes plural and use of gender shall include all

20 **SURVIVAL** If any provision herein contained which by its nature and effect is required to be observed kept or performed after the closing it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed kept or performed

21 **FACSIMILE AND OTHER ELECTRONIC MEANS** The parties agree that the offer any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means including but not limited to electronic mail and the internet and the signatures initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

22 **EXTENSION AGREEMENT** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party then both parties agree to extend this agreement for a period not to exceed 30 consecutive days from the original closing date Closing shall occur within this time extension but in no event shall closing occur later than the above extension date **Time is of the essence.**

THIS IS A LEGALLY BINDING AGREEMENT BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED

IN WITNESS WHEREOF this Agreement has been duly executed by the parties

BUYER Edwardrick Matteo-Ward	Date 4/5/05	Time 12:30PM
WITNESS Heather Melton	Date 4/5/05	Time
BUYER Jesse B Ward Jr.	Date 4/5/05	Time 12:34PM
WITNESS Heather Melton	Date 4/5/05	Time
SELLER	Date	Time
WITNESS	Date	Time
SELLER	Date	Time
WITNESS	Date	Time

The foregoing form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics Expressly prohibited is the duplication or reproduction of such form or the use of the name South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS® The foregoing form may not be edited revised or changed without the prior written consent of the South Carolina Association of REALTORS®

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A Settlement Statement

U S D partme t of Housi g nd Urb n Development

COPY

B Type of Loan

1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Uni 4 [ ] VA 5 [ ] Conv Ins

6 F l Number: PONCREEK INC

7 Loan Numb r

8 Mortgage I [illegible] Numb

C Note Thi form i furn sh d o give you a statement of ct l ttl men ts to be Amounts paid to and by th ettlement agent ar shown Items marked (POC) were paid out de th losing th y re shown here for information purposes nd are not includ d in th tot l

0 01 92 (/PONCREEK INC)

D Name and Addr ss of Borrower:
PONCREEK BUILDERS INC
344 CAROLA LANE
LEXINGTON SC 29 72

E Name d Addr of Sell r:
SEL PROPERTIES LLC
1105 PULASKI STREET
COLUMBIA SC 29201
CRC

F Name and Address of Lender

G P op rty Location:
LOTS 49 50 & 51
THE COURTYARDS @ ROLLING CREEK
PHASE I

$12,000 REBATE BY CK

H S ttl ment Agen
GEORGE E LAFAYE III

Pl ce of S ttlem nt:
2711 Middl burg Drive Suite 210
Columbia SC 29204

I Settl ment D t
May 28 2004

J Summ ry of Borrower Tran ction		K Summary of Seller Tran ction	
100 Gross Amount Du From Borrower		400 Gro Amount Du To Seller	
101 Contra t Sal Price	120 0 0 00	01 Co t t Sal Price	120 000 00
1 2 Personal Property		402 Per on l Property	
103 S ttlem nt harges to borrower (line 1400)	575 85	403	
104		404	
105		405	
Adju tments for item paid by sell r in ad ance		Adjustment for it ms paid by ller in advance	
106 City/town taxe to		406 City/ own tax s to	
107 Coun y taxe to		407 Cou ty t xes to	
108 As s m nts to		408 As ment to	
1 9		409	
110		410	
111		411	
112		412	
120 Gro s Amou t Due From Borrower	120 575 85	420 Gro s Amount Due To S ller	12 000 00
200 Amount Paid By Or In Behalf Of Borrower		500 R duction In Amount Due Seller	
201 D po t or rnest money	1 000 00	501 Exce depo it (e instruction)	
202 Pri cipal amount of new loa ( )		5 3 S ttlem nt ch rges to seller (line 1400)	1 805
203 Existing loan( ) t ken subject to		503 Exi ting loan taken ubj t to	
204		504 Payoff 1 t Mtg to NEGC	96 0
205		505 P yoff of second mortgag loan	
206		506	
207		7	
208		5 8	
209		5 9	
Adjustments for tems unpaid by seller		Adju tme t for items unpaid by ll r	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01 01 04 to 05 28 04	327 08	511 County taxe 01-01 04 to 05 28 0	327 08
212 As ments to		512 A sessment to	
213 1999 Pro R t T x		513 1999 Pro R ta T xes	
214		5 4	
215		515	
216		516	
217		517	
218		518	
219		519	
220 To l Pa d By/For Borrowe	1 327 08	520 Tot l R duction Amount Du S ll r	98 13 11
300 Cash At Settl m nt From/To Borrower		600 Cash At Settlem nt To/From S ller	
301 Gro s mount d from borrower (line 12)	120 575 85	601 Gro amount due to sell r (line 420)	120 00 00
302 Les mount paid by/for borrow r(line 220)	(1 327 08)	602 Le s reduction n mt due s ll r(lin 520)	(98 13 11)
303 C h [X] From [ ] To Borrower	119 248 77	603 Ca h [X] To [ ] From Seller	21 86 89

The undersigned hereby cknowledge r ceipt of a compl ted opy of page 1&2 of this st tem nt & any at achment r ferred to h r

I HAVE CAREFULLY REVIEWED THE HUD 1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIP S AND DISBURSEMENTS MADE ON MY ACCOUNT OR ME IN THIS TRANSACTION. I FURTHER C RTIFY THAT I HAVE RECEIVED A COPY OF THE HUD 1 SETTLEMENT STATEMENT

Buyer/B rrow r POMCREEK U LDERS INC.

Buy r/Borrower by: Bud Lowe, President

ller Joseph E Lipscomb
SEL PROPERTIES LLC

Seller

TO THE BEST OF MY KNOWLEDG THE HUD 1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

George E Lafaye

GEORGE E LAFAYE III

GEORGE E LAFAYE III

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A F NE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

HUD 1 (3 86) RESPA HB 6300

3605

L Settl ment Ch rg — S tl ment Statement Page 2

			Paid From Borrowers Fund t S ttlem nt	Paid From Seller Funds at S ttl ment
700	Total S les/Brokers Commi i n bas d on pr s $			
	D vi ion of Commi ion (line 700) s follow			
701	$ o			
702	$ to			
703	Commi ion paid t Settlement			
704				
	ns Pay ble In Connection With L an			
801	Loan Origination Fee %	to		
802	Loan Di count %	to		
803	Appraisal Fe	to		
804	Credit Report	to		
805	Leader In pection F e	to		
06	Tax S rvice Fee	to		
807	Flood C rtification Fee	to		
808				
8				
810				
811				
900	I em R quir d By Lender To Be Paid I Adv n			
1	Int re t from to @ $ / d y for dny			
902	Mortgage In urance Premium for months to			
903	Ha ard Insurance Premium for 1 year to			
904	to			
905				
1000	Rc rves Depo ited With Lender			
1001	H ard insur nc Months @ $ per month			
1002	Mortgage insuran e Month @ $ per month			
1003	City/town taxes Month @ $ per mon h			
1004	County taxes Month @ $ p r month			
1005	A m t Months @ $ pe mo th			
1006	Months @ $ per month			
1007	Month @ $ per month			
1008	Month @ $ p r month			
1100	Title Charges			
1101	Settl ment or closing f to			
1102	Abstract or title arch to ABSOLUTE TITLE LLC		165 75	
1103	Title examin tion to			
1104	Titl insurance binder to			
1105	Document preparation to			
1106	Notary fees to			
1107	Attorney s fee to GEORGE E LAFAYE III		400 00	
	(incl d above items numbers)			
1108	Title in surnc to			
	(in ludes abov it ms numbers 1104)			
1 09	Lender coverage $			
1110	Owner s coverage $			
1 11	re Tran fer Fee			
1112	Copies Fax and Courier			
1113	Expr s Payoff F e to GEORGE E LAFAYE III			18 00
1200	Gov rnmen Recording and Transfer Charges			
1201	R cording f D d $ 10 10 Mortgag $ R l s $ 10 10		10 10	10 10
1202	City/county tax/ t mps Deed $ Mo tg ge $			
1203	St te t x/ t mps Deed $ 444 00 Mo g g $			44 0
1204				
1205				
1300	Additional S ttlement Ch rges			
1301	Survey to			
1302	Pe t inspection to			
1303	2003 TAXES to RICHLAND COUNTY TREASURER			1 222 93
1304				
1305				
1400	Tot l Settlement Charg (n er o lin 103 S ct on J and 502 Sec ion K)		575 85	1 805 03

By signing pag 1 of this tatement th gn orie cknowl dg ipt of a compl ed copy of p ge 2 of this 2 page t tement

SELLER S TAX ID SOLICITATION THE INFORMATION IN BLOCKS E, G, H, I AND ON LINE 401 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS D TERMINES THAT IT HAS NOT BEEN REPORTED

YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGEN WITH YOUR CORRECT TAX PAYER IDENTIFICATION NUMBER IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAX PAYER IDENT PICATION NUMBER YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW

If thi real estate was your princip l r id nce file FORM 2119, S l o Ex h nge of Pri ipal R sidence for any g in with your income ax eturn For other transac ion compl te h ppli abi p rt o FORM 4797 Sal d L From al or Exch ng of As t U d n Trade or Bu ine and Involu tary on r ion FORM 1 5 Compu tion f I st llm nt s l Income and/o SCHEDULE D (form 1040) Capital Gains and Lose es nd R concili tion of Forms 1099 &

UNDER PENALTIES OF PERJURY I CERTIFY THA THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY C RRECT TAX PAYER IDE TIFICATION NUMBER

ller Signa ur	Seller S gna ure	S l r s Sign tur	S ll r s ignat re
TaxID/SSN	TaxID/SSN	TaxID/SSN	T ID/SSN

Certified to be tru copy (2/POMCREEK INC)

3606

The Courtyards
At
Rolling Creek
Phase I

This contract made between Pomcreek Builders Inc. purchaser and

SEL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo, in Richland County State of South Carolina, and being described as follows

Lot ~~-58~~ 51 ~~-49~~ Block ____, Phase I The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments, not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- $ 108,000.00 This good only of 5 Lot. Close in May 2004
To be paid as follows
Deposit or Reservation Money (Cash___Check___) ~~1998~~ $ 1,000.00

Balance upon Delivery of Deed as hereinafter provided $ 107,000.00

Seller does hereby reserve the right, due to final engineering and survey requirements, to partially change, alter or modify the location, shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser, all closing costs and prepaid items will be paid by Purchaser

6703

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Pomcreek Builders Inc
And be delivered at the office of George Lafaye
Or other stipulated place of closing and transaction closed on or before May 28th 2004,
But not later than June 15 2004 ~~2005~~ as extended for events or occurrences beyond Seller s control such as acts of God, casualty losses or material shortages

Assessments (if any) taxes, and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro-rating taxes at closing, Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel, then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection, including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall at the option of the Seller, be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller, nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS" and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may, at their sole discretion phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

6704

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations, neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Pancake Builders, Inc
by _____ 4/28/04
Purchaser Date

_____ _____
(As to Purchaser) Purchaser Date

_____ _____
Address Telephone – Home

_____ _____
City State Zip Code SEL Properties LLC

_____ By _____
(As to Seller)

Its _____

6705

(49)

OMB NO 2502-0265

S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B TYPE OF LOAN: 1 ☐FHA 2 ☐FmHA 3 ☒CONV UNINS 4 ☐VA 5 ☐CONV INS

6 FILE NUMBER: RE-05-118 | 7 LOAN NUMBER | 8 MORTGAGE INS CASE NUMBER

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*

0 3/98 (STIDHAM ARTHUR 201 PFD/RE-05 118/ 9)

NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
rthur A Stidham and ylvia L Stidham mo SC29003	Pomcreek Builders Inc	American Home Mortgage Acceptance Inc 6320 Fairview Road Suite 211 Charlotte NC 28210

PROPERTY LOCATION	H SETTLEMENT AGENT 57 0999504 The Harrell Law Firm	I SETTLEMENT DATE
mo SC29003 ichland County South Carolina ot 49 Court Yard at olling Creek	PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	February 18 2005

J SUMMARY OF BORROWER S TRANSACTION			K SUMMARY OF SELLER S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			400 GROSS AMOUNT DUE TO SELLER		
101 Contract Sales Price		357 000 00	401 Contract Sales Price		357 000 00
102 Pe sonal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		4 966 76	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 Cou ty Ta es	to		407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		361 966 76	*420 GROSS AMOUNT DUE TO SELLER*		357 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500 REDUCTIONS IN AMOUNT DUE TO SELLER		
201 Deposit or earnest money		5,000 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)		285 600 00	502 Settlement Charges to Seller (Line 1400)		22,708 63
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to First Palmetto Savings		194 158 70
205 Funds from 2nd Mortgage		70 505 00	505 Payoff of second Mortgage		
206			506 Deposit retained by seller		5 000 00
207			507		
208			508		
209			509		
Adjustments For Ite ns Unpa d By Seller			*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Ta es 01/01/05	to 02/19/05	35 94	511 County Taxes 01/01/05	to 02/19/05	35 94
212 Assessments	to		512 Assessme ts	to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		361 140 94	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		221 903 27
300 CASH AT SETTLEMENT FROM/TO BORROWER			600 CASH AT SETTLEMENT TO/FROM SELLER		
301 Gross Amount Due From Borrower (Line 120)		361,966 76	601 Gross Amount Due To Seller (Line 420)		357 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(361 140 94)	602 Less Reductions Due Seller (Line 520)		(221 903 27)
303 CASH (X FROM) (TO) BORROWER		825 82	*603 CASH (X TO) (FROM) SELLER*		135 096 73

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

I HAVE CAREFULLY REVIEWED THE HUD 1 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 THE HUD 1 SETTLEMENT STATEMENT

Borrower Arthur A Stidham

Sylvia L Stidham

Seller Pomcreek Builders Inc

BY _____ President

ATTEST

_____ Secretary/Treasurer

TO THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

The Harrell Law Firm
Settlement Agent

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 351 500 00 @ 6 0000 % 21,090 00		
	Division of Commission (line 700) as Follows		
701	$ 10 545 00 to Dutch Fork Realty		
702	$ 10 545 00 to Asset Realty		
703	Commission Paid at Settlement		21 090 00
704	to		
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801	Loan Origination Fee 0 5000 % to American Home Mortgage Acceptance Inc.	1 428 00	
802	Loan Discount % to		
803	Appraisal Fee to American Home Mortgage Acceptance Inc.	120 00	
804	Credit Report to American Home Mortgage Acceptance Inc.	8 25	
805	Underwriting Fee to American Home Mortgage Acceptance Inc.	375 00	
806	Tax Service Fee to American Home Mortgage Acceptance Inc.	74 00	
807	Flood Hazard Fee to American Home Mortgage Acceptance Inc.	15 00	
808	MERS Registration Fee to American Home Mortgage Acceptance Inc.	3 95	
809			
810			
811			
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901	Interest From 02/16/05 to 03/01/05 @ $ 36 692000/day (11 days /o)	403 61	
902	Mortgage Insurance Premium for months to		
903	Hazard Insurance Premium for 1 0 years to Allstate	584 00	
904			
905			
1000	**RESERVES DEPOSITED WITH LENDER**		
1001	Hazard Insurance 3 000 months @ $ 48 67 per month	146 01	
1002	Mortgage Insurance months @ $ per month		
1003	City/Town Taxes months @ $ per month		
1004	County Taxes 4 000 months @ $ 22 31 per month	89 24	
1005	Assessments months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008	Aggregate Adjustment months @ $ per month	0 00	
1100	**TITLE CHARGES**		
1101	Settlement or Closing Fee to		
1102	Abstract or Title Search to True Title	111 00	
1103	UPS FEE (Docs) to The Harrell Law Firm	15 00	
1104	Title Insurance Binder to Three Kings Title Insurance Agency	75 00	
1105	Document Preparation to		
1106	ALTA Endorsements to Three Kings Title Insurance Agency	50 00	
1107	Attorney s Fees to The Harrell Law Firm	425 00	
	(includes above item numbers)		
1108	Title Insurance to Three Kings Title Insurance Agency	944 70	
	(includes above item numbers)		
1109	Lender s Coverage $ 285 600 00 75 00		
1110	Owner's Coverage $ 357 000 00 869 70		
1111	Copies Posteges Fax Fees to The Harrell Law Firm	35 00	
1112	UPS Fee (Loan Package) to The Harrell Law Firm	25 00	
1113	UPS Fee (Payoff) to The Harrell Law Firm		25 00
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201	Recording Fees Deed $ 10 00 Mortgage $ 29 00 Releases $	39 00	
1202	City/County Tax/Stamps Deed Mortgage		
1203	State Tax/Stamps Revenue Stamps 1,320 90 Mortgage		1 320 90
1204	Satisfactions to Richland County Register of Deeds		5 00
1205	Assignment		
1300	**ADDITIONAL SETTLEMENT CHARGES**		
1301	Survey to		
1302	Pest Inspection to		
1303	2004 Richland County Taxes to Richland County Treasury		267 73
1304	Home Warranty		
1305	Water and Sewer		
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**	4 966 76	22 708 63

By signing pag 1 of this tatement, the signatorie acknowledge receipt of completed copy of page 2 of this two page statement.

Certified to be a true copy
Substitut Form 1099-S

SELLER'S TAX ID SOLICITATION THE INFORMATION IN BLOCKS E G H I AND ON LINES 401 406 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE IF YOU ARE REQUIRED TO FILE A RETURN A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW

For ales or exchanges of certain real estate the person responsible for closing real estate transaction must report the real state proceeds to the Internal Revenue Service and must furnish this statement to you T determin d you have to report the sale or exchange of your main home on your tax return see the 2005 Schedule D (Form 1040) instructions. If the real estate was no your main home report the transaction on Form 4797 Sales of Busines Property Form 6252 Installment Sale Income, and/or Schedule D (Form 1040) Capital Gains and Losses. You may have to recapture (pay back) all or part of Federal mortgage subsidy if all the following apply a) You received loan provided from the proceeds of qualified mortgage bond or you received mortgage credit certificate b) Your original mortgage loan was provided after 1990 and c) You sold or disposed of your home at a gain during the first 9 years after you received the Fede al mortgage subsidy This will increase your tax. See Form 8828 R capture of Federal Mortgage Subsidy and Pub 523 Selling Your Home

If you have already paid the real estate tax for th period that includes the sale date subtract the amounts on Lines 406 407 & 408 from the amount lready p id t et mon your deductibl real at ta But you ave already deducted the real tate tax in prior year generally report this amount Income on the Other Income" line of Form 1040 For more informatio see Pub 523

For Paperwork Reduction Act Notice, se the 2005 Instructions for Forms 1099 1098 5498 and W-G2
Department of the T easury Internal Revenue Service

UNDER PENALTIES OF PERJURY I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER

Seller Signature	Seller's Signature	Seller Signature	Seller Signature
Taxid/SSN	Taxid/SSN	Taxid/SSN	Taxid/SSN

TO CHECKLIST

D. McCain's Coastal Dirt Realty

ASSET REALTY INC.

CONTRACT OF SALE

Revised 8/03

(Standard Form of The Greater Columbia Association of REALTORS®) This form is available for use by the entire real estate industry The use of the form is not intended to identify the user as a REALTOR® REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice

Agency Confirmation Purchaser and Seller acknowledge that a S C Real Estate Commission Agency Disclosure has been executed by the Purchaser prior to making this offer and by the Seller prior to its presentation and serves as written confirmation to the agreed upon agency status.

1 DATE

A contract to purchase is offered this 19th day of December year 2004

by Tony and Sylvia Stidham Purchaser(s)

to Pomcreek Builders Brian Asbill Seller(s)

2 PROPERTY DESCRIPTION

Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon if any located in Richland County South Carolina, and being described as follows

Street 201 Savannah Branch Trail City Irmo Zip 29063

TMS# _____ Subdivision Courtyards at Rolling Creek

3 PRICE

The sales price is $ ~~$351,500~~ 357,000 to be paid as follows

A $ Deposit - $5000 Earnest money paid by [ ] cash [✓] check [ ] other held in trust by _____

B $ _____ Additional earnest money to be deposited with _____ prior to _____

C $ _____ Balance of down payment at closing is to be in the form of a cashier s check or certified funds

D $ _____ Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING

A Financing shall be [ ] FHA [ ] VA (see addendum for FHA/VA) [✓] CONVENTIONAL [ ] SELLER [ ] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS _____

B If Seller financing is included in the financing of this property Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory

C In a cash transaction Purchaser agrees to provide Seller or Seller's Agent within ten (10) business days of acceptance of the contract, written verification of sufficient and available funds for the specified date of closing. Purchaser's failure to comply shall constitute a default under this contract

D This contract is contingent on the property appraising according to the Lender's appraisal or other appraisal as agreed for the selling price or more

5 CLOSING COSTS DISCOUNT POINTS

If a new loan is obtained Purchaser's closing costs to be paid by the purchaser

and the Purchaser's prepaid items to be paid by the purchaser

PMI FHA-MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the purchaser

[ ] To be financed Discount Points (if any) to be paid by purchaser

If Seller pays closing costs prepaid items (PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee) and/ or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ _____

6. LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES

Purchaser agrees to apply for financing as stated above from the Lender of his choice and to provide Seller within five (5) business days from the date of contract acceptance confirmation from Lender that application has been made and any required funds advanced for credit report and appraisal Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner Purchaser's failure to apply as required above shall constitute a default under this contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents If loan is rejected by initial lender Purchaser or Purchaser's Agent must notify the Listing Agent immediately and Seller shall then have the option to void contract. Contract is contingent upon above financing If loan cannot be obtained earnest money will be refunded to Purchaser after earnest money check has cleared the bank.

Purchaser's Initials (TS / ____) DATE 12-19-04 HAVE READ THIS PAGE. Seller's Initials (BSA / ____) DATE 12-19-04 HAVE READ THIS PAGE.

7 ADDITIONAL CONTINGENCIES

[ ] Complete the sale and closing of Purchaser's property located at _____
It is further agreed that Seller will continue to market the property as long as the contingency relating to the sale and closing of Purchaser's property in accordance with this contract remains in effect Should Seller be presented another contract and if accepted this contract will be voided without notification to the Purchaser or Purchaser's Agent and all earnest money refunded after earnest money check has cleared the bank Purchaser or Purchaser's Agent will be notified of this contract being voided as soon as possible For Purchaser to remove this contingency Purchaser must provide documentation to Seller or Seller's Agent that any financing required under this agreement will be granted without the sale or lease of the aforementioned property and the financing contingency is removed Upon the Purchaser's acceptance of a bona fide contract clear of contingencies other than financing the Seller agrees to remove his property from the market and this sale will be contingent upon the close of the Purchaser's property Any documentation regarding the sale of Purchaser's property to be furnished upon request

[✓] Complete the closing of the sale of Purchaser's property currently under contract on or before Feburary 18th 2005 Property is located at 130 LANDSTONE CIRCLE All documentation pertaining to this sale will be provided by Purchaser upon request IRMO, SC 29063

[ ] Other _____

8 INSPECTIONS

A. Home Inspection

The Listing and Selling Broker(s) recommend that Purchaser obtain a home inspection Purchaser has the right within ten (10) business days after acceptance of contract to have home inspected by qualified professional inspectors of his choice including a professional qualified to inspect for hazardous substances Expenses of home inspections to be paid by Purchaser If Seller does not receive Purchaser's written response to the inspection(s) and a copy of the inspection(s) report within the same ten (10) business day period Section 8A is nullified in its entirety

(1) Purchaser has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise Purchaser must notify the Seller or Seller's Agent in writing by signed addendum specifying the defects or conditions Purchaser expects the Seller to remedy Addendum must be accompanied by a copy of the home inspection report

(2) Seller has three (3) business days to accept or reject Purchaser's home inspection repair addendum

(a) If Seller accepts addendum Purchaser agrees to complete this sale according to the terms and conditions of this contract

(b) If Seller modifies addendum Purchaser has two (2) business days from receipt of Seller's written counterproposal to notify Seller or Seller's Agent of his acceptance of Seller s counterproposal and agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(c) If Seller rejects addendum Purchaser has two (2) business days from receipt of Seller's rejection to notify Seller or Seller's Agent in writing that Purchaser agrees to complete this sale according to the terms and conditions of this contract or this contract becomes null and void

(3) Purchaser's failure to notify Seller or Seller's Agent in writing of any defect found by the home inspection within the time limits herein provided or Purchaser's acceptance of the deed at closing shall constitute Purchaser's full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by the home inspection(s)

B Termite Inspection

Notwithstanding the provisions of Section 8A, [ ] Purchaser [✓] Seller shall at his expense furnish a current certification from a licensed and bonded exterminator stating that the herein described property excluding detached garages detached buildings or detached structure(s) of every kind is free and clear of termites water and fungus damage or other wood destroying organisms If any such damage or infestation is found and inspector recommends treatment and/or repairs the Seller agrees to have it corrected at his expense prior to closing

C Heating & Air Inspection

Notwithstanding the provisions of Section 8A [ ] Purchaser [✓] Seller shall furnish at his expense a letter from a heating and air company stating that heating and air conditioning (if applicable) systems are in satisfactory working order Seller agrees to have any required repairs corrected at his expense prior to closing Aforementioned not guaranteed for any period of time after closing

D Lead-Based Paint Inspection

If this home was built prior to 1978 it may contain lead based paint This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead based paint hazards at the Purchaser's expense until midnight on the tenth (10th) business day after acceptance of this contract This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's Agent) a written contract addendum listing the specific existing deficiencies corrections needed and the inspection and/or risk assessment report within the above time limits The Seller may at the Seller's option elect in writing whether to correct the condition(s) prior to settlement If the Seller does not elect to make the repairs the Purchaser may remove this contingency and take the property in inspection report(s) condition within the above time limits or this contract will become void The Purchaser may remove this contingency at any time without cause

If this home was built prior to 1978 a Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards" is hereby made an addendum to this contract and must be signed by both Purchaser and Seller

9 CONDITION OF PROPERTY

(A) Except as a new home being sold by the builder the Purchaser acknowledges that Seller except as provided in below paragraphs of this section gives no guaranty or warranty of any kind express or implied and has made no representation as to the physical condition of the property or the existence of improvements services appliances or systems thereof or as to merchantability or fitness for a particular purpose as to the property or improvements thereof and any implied warranty is hereby disclaimed by the Seller

(B) The Seller warrants the heating air conditioning plumbing and electrical systems well and/or septic systems and all appliances to be in operative condition on the day of closing or the day possession is given whichever occurs first

(C) After any inspection by Purchaser and after repairs if any made as a result of any such inspection the Seller agrees to maintain the property including yard maintenance heating and air conditioning plumbing and electrical systems and all appliances to be conveyed in proper operative condition normal wear and tear excepted until the day of closing or the day possession is given whichever occurs first Seller warrants that to the best of his knowledge information and belief there are no conditions in the residence which would adversely affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

(D) Seller represents that the property is connected to [✔] public/community sewer system or to [ ] a septic tank and to [✔] public/community water system or to [ ] well system and [ ] is located in flood zone or [✔] is not located in flood zone

(E) Seller represents that the property [✔] is or [ ] is not subject to a mandatory association fee (i e homeowner's association/regime or otherwise) If property is subject to a mandatory fee the fee is $ _____ per _____ and the fee [ ] is or [ ] is not current Purchaser [✔] has [ ] has not received copy of restrictions/covenants if applicable

(F) Seller warrants that the property [ ] is or [✔] is not subject to a special assessment of any governing body including but not limited to a homeowner's association or regime or otherwise If the property is subject of a special assessment the assessment [ ] has or [ ] has not been paid

(G) [ ] Purchaser and Seller agree that a Seller's Property Condition Disclosure statement as required by South Carolina Code of Laws has been provided to Purchaser by Seller prior to the ratification of this agreement

[✔] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

10. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes ordinances rules and regulations Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances except as herein stated All statutory deed transfer fees shall be the responsibility of Seller Purchaser shall pay for recording of deed The deed shall be prepared in the name of **Tony and Sylvia Stidham** and delivered to stipulated place of closing This transaction shall be closed on or before **February 4, 2005**

11 POSSESSION

The Seller will not be obligated to give possession or vacate the herein described property to the Purchaser until twenty four (24) hours after the title to this property has passed to the Purchaser Seller agrees to deliver the property free of debris in a clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purposes of a walk through inspection within twenty four (24) hours prior to closing

12 FIXTURES AND PERSONAL PROPERTY

This sale includes all fixtures equipment and improvements of any kind which now exist and are attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts mail boxes TV antennas satellite dishes Seller-owned security systems clothes line poles curtain/drapery rods ceiling fans attached mirrors light bulbs switch plates duct covers and built ins such as equipment appliances cabinets furniture and shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

13 REMARKS

Other conditions **Purchaser requires 1) Cement Pad in rear courtyard for Bar B Q, 2) Plantation Blinds installed in the Master Bath and Office/Sitting Room, and Dining Room,**
3) Additional Driveway Width / Turn Around 12-19-04

SEE ADDENDUM ONE RECOMMENDED VENDORS AND ALLOWANCES FOR.

14. ADJUSTMENTS

Taxes water sewer charges fuel oil propane electricity natural gas rents when applicable and all other assessments including homeowners association fees regime fees or the like shall be adjusted as of the date of closing Tax prorations pursuant to this contract are to be based on the tax information available or projected on the date of closing and are to be prorated on that basis unless otherwise stipulated in this contract

Purchaser's Initials (____/____) DATE 12-19-04 HAVE READ THIS PAGE Seller's Initials (____/____) DATE 12-19-04 HAVE READ THIS PAGE

15 FIRE OR CASUALTY In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed Purchaser or Seller shall have the right for ten (10) business days after notice of such damage to terminate this contract Upon such termination the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the contract, the parties shall proceed according to the terms of the contract

16 DEFAULT If the Purchaser shall default under this contract the Seller shall have the option of suing for damages or rescinding this contract In the event the contract is rescinded one-half of the earnest money shall then be paid to the Broker(s) not to exceed the commission due such Broker and the remaining balance of earnest money shall be paid to the Seller Upon default by the Seller the Purchaser shall have the option of suing for damages or specific performance or rescinding this contract Upon default by the Seller if the Purchaser elects to rescind this contract he will be refunded all sums paid hereunder and in addition shall be reimbursed by the Seller for actual costs incurred including but not limited to credit report, appraisal fee survey and cost of title examination In any action to enforce the provisions of this contract the prevailing party and Broker(s) shall be entitled to the award of their costs including reasonable attorney s fees

17 MEDIATION Any dispute or claim arising out of or relating to this contract the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include represen tations made by the Purchaser(s) Seller(s) or any real estate broker or other person or entity in connection with the sale purchase financing condition or other aspect of the property to which this contract pertains including without limitation allegations of concealment misrepresentation negligence and/or fraud Any contract signed by the parties pursuant to the mediation conference shall be binding South Carolina Code Ann Section 15-48-10 et seq shall not apply to this contract

18. ENTIRE CONTRACT BINDING CONTRACT The parties agree that this written contract expresses the entire agreement between the parties and that there is no other agreement oral or otherwise modifying the terms hereunder and that the contract shall be binding on both parties their principals heirs personal representatives successors and assigns as state law permits

19 ~~EARNEST MONEY~~ Broker does not guarantee payment of check or checks accepted as earnest money Earnest money is to be promptly deposited in Broker's escrow account upon acceptance by both parties of contract In the event of any action wherein Broker is made a party by virtue of acting as escrow agent or in any action wherein the funds held in escrow by Broker are subject to an action in the nature of interpleader and Broker is made a party Broker shall be entitled to recover reasonable Attorney's fees and court cost, the same to be charged and assessed against the Purchaser(s) or Seller(s) or both as the court may decide

DEPOSIT TO THE BUILDER

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest but relinquishes to the broker by this written agreement said right of ownership The earnest money so noted [ ] will [ ] will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker

12-19-04

20 SURVEY TITLE EXAMINATION INSURANCE The Listing and Selling Broker(s) and their Agent(s) recommend that Purchaser have a survey of the subject property made that Purchaser select an attorney to examine the title to the property and that Purchaser obtain all appropriate insurance coverage including that required by the lender effective with the time of closing

21 EXTENSION AGREEMENT **Time is of the essence** If Purchaser or Purchaser's Agent has provided written loan commitment but not closed within the stipulated time limit of this contract both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date In a cash transaction if terms and conditions of section 4C have been met both parties agree to extend this contract for a period not to exceed five (5) business days from the original closing date

22. BROKERAGE FEE All real estate brokerage fees as specified in the Listing Agreement and in the Buyer's Brokerage Representation Agreement if applicable are earned upon the acceptance of this offer and are due and payable at the time of closing subject to any contingencies specified herein

23 NON-RESIDENT TAX Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12 8 580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute

24 HOME WARRANTY COVERAGE Both parties understand that a home warranty ✔ [will will not be provided at closing If applicable the warranty premium will be paid at closing by the Seller in the amount of $ NA and provided by 2-10 Home Warranty Company and written through the NA Broker

25 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 00 o clock P m (ET) on Dec 22 2004 unless accepted or countered by Seller in written form prior to such time

26. FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an original signed contract.

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

12-19-04 12-19-04

28. DEFINITIONS In this contract a single business day is defined as a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays

29 HUD/CLOSING STATEMENT RELEASE Seller and Purchaser authorize the closing attorney to furnish to Listing Broker and Selling Broker copies of the HUD settlement statement for the transaction

30. MEGAN S LAW The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry The Purchaser agrees that the Purchaser has the sole responsibility to obtain any such information The Purchaser understands that Sex Offender Registry information may be obtained from the appropriate law enforcement officials

31 DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s) (A) Give no warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvements, services or systems, thereto, including but not limited to termite damage, roof basement, appliances heating and air conditioning systems plumbing, sewage/septic electrical systems or to the structure (B) Give no warranty express or implied, concerning the condition of the property, any matters which would be reflected by a current survey of the property or the accuracy of the square footage heated or unheated (C) Give no warranty express or implied as to title (D) Give no warranty express or implied as to the fitness for a particular purpose of the property or improvements thereto (E) Give no warranty express or implied that the property being purchased is in compliance with all necessary zoning ordinances and restrictions (F) Give no warranty express or implied as to projected income value or other possible benefits to the Purchaser**

This is a legally binding contract Purchaser and Seller should seek legal advice if the contents are not understood Both Purchaser and Seller acknowledge the receipt of a copy of this contract.

IN WITNESS THEREOF this contract has been duly executed by the parties hereto

Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Seller	Seller Poncreek Builders, Inc by Brad Babb, President	12-19-04 Date	57-1064562 SSN TIN
Witness as to Seller	Seller	Date	SSN
D MELTON Listing Agent	DUTCH FORK REALTY Office	803-622-2080 Telephone Number	
ROBBY MILAM Selling Agent	ASSET REALTY INC Office	803-237-4885 Telephone Number	

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 6 **O CLOCK** P **M. (ET) ON** 12-19-04 **(DATE)**

A Settlement Statement

U S D p rtm t o Hou i g
nd Urban D lopment

OMB No 5 2 265

B Type of Loan

1 [ ] FHA 2 [ ] FmHA [ ] Conv Uni
[ ] VA 5 [ ] Conv Ins

6 Fil Numb r
PONCREEK INC

7 Loan Numbe

8 Mo Mg I n Case Numbe

C No This form i furn sh d o give you tat me t of ctual Settl men co t Amount p id to d by he tlement gent re
hown It m marked (POC) were p i ou de th loving th y hown h e fo inf rma o purpo nd are not
i luded in th t t l

0 01 (J/PONCREEK INC)

D Name and Addr of Borro er

PONCREEK BUILDERS INC
4 CAROLA LANE
LEXINGTON SC 29072

E Nam and Addr of Sll r

SEL PROPERTIES LLC
1 PULASKI STREET
COLUMBIA SC 29201

CRC

Nam an ddres of Lend r

G rop rty Location

LOTS 48 0 & 51
TH E COURTYARDS @ FOLLI G CREEK
PHASE I

$12,000 PAYABLE BY CK

H S t l m t Ag n

GEORGE E LAFAYE III

Pl of S lem n

2711 M ddl burg Dri e S te 210
Columbi SC 29204

I S l m t Dat

May 28 2004

J S mmary of Borrower s T n ction		K Summary of Sell r Tran ction	
100 Gr ss Amount Du From Borrower		400 Gr ss Amount Du T S ller	
101 Co tra t sal s Pri	120 000 00	401 Co t. t S l p ic	120 000 00
102 P rson l Prop rty		402 P rs .al Property	
103 S tt m t harges to borrower (line 1400)	575 85	403	
104		404	
105		405	
Adj men for it ms paid by ll r in dvanc		Adj stme t fo items p id by ll r i dvanc	
106 y/town taxe to		406 City/town t xe to	
107 Co ty t x s to		Coun y tax to	
108 A ssm nts to		408 As e sm nts to	
109		0	
110		410	
111		11	
112		2	
120 G Amount Du From Borrower	120 575 85	420 Gro s Amount Du To S ll	120 000 00
200 Amount Paid By Or In B half Of Borrower		R du tio In Amount Du S ll r	
201 D po t or rn st mo y	1 000 00	502 S d po i (se i truction)	
2 2 ipal mount of new l an( )		5 S tt t harg t ller (l n 1 to)	1 905
2 Exi ti g loa ( ) t ke subject to		503 Exi ing loan k subj o	
204		504 Payo M g NB C	96 0 0
0		505 P yoff of ec d morts o loa	
206		506	
207		5 7	
2 8		5	
209		5 9	
Adj tm nts for tems unp d by s l r		Adjustment for item unpaid by all r	
210 City/town taxes to		510 City/town tax to	
211 County xe 01 01 04 to 05 2 04	27	5 1 Coun y ta 01 01 04 t 05 2e 04	327 0
212 Ass sment to		512 As e sm t o	
213 1999 Pro R a Tax		513 99 Pro Rat Taxe	
2 4		5 4	
215		515	
216		516	
217		5	
2 8		518	
2		519	
220 Total P id By/For Borrowe	327 08	520 Tot l Redu ion Amount Due S ll	98 11 11
300 Cash A Settlem Prom/To Borrower		600 Cash At Set lem nt To/From Seller	
301 Gros mount due from borrower (lin 120)	20 575 8	601 Gro amou t due to S ll r (li 420)	000 00
302 Le mounts paid by/for borrower(lin 2)	(1 327 08)	602 Less reduction mt du ll r(li 520)	(9 1 2 11)
303 C h (X) From [ ] To Borrower	119 248 77	60 C h (X) To [ ] From S ller	23 6 99

Th dersign d h reby cknowl dge re eipt of a compl ted opy of pag 1 2 of thi pt t ent & any t chm nt ref rred to h ein
I HAVE CAREF LLY REVI WED THE HUD 1 SETTLEMENT STATEMENT AND TO THE BEST OF Y KNOWLEDGE AND BELIEF IT IS A TRUE AND ACCURATE STATEMENT OF ALL R CEIP S AND DI BUR EMENTS MADE ON MY ACCOUNT OR BY ME IN T IS TRANS CTION I FURTHER CERTIFY THAT I HAVE BE I VED A COPY OF THE HUD 1 SETTLEMENT STATEMENT

Buyer/Borrow r PONCREEK BUILDERS IN

Buy r/Borrower by: Bud Dodd, President

S ll r SEL PROPERTIES LLC

S ller

TO THE BEST OF MY KNOWLEDGE THE HUD 1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED I A TRUE AND A CURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY ME. THIS UNDERSTANDING AS PART OF THE SETTLEMENT OF THIS TRANSACTION

GEORGE E LAFAYE III

GEORGE E LAFAYE III

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1 & SECTION 01

HUD 1 (3 86) RESPA HB 4300 3

3605

		Paid From Borrowe Fu ds S t lement	P id F om S ller Fund t S ttl ment
L	ttl ment Chary s		
700	Tot l S l /Brokers Commi ion b d o p $		
	Ba l ion of Commi ion (line 700) f llow		
701	$ o		
702	$ to		
703	Commi ion paid at Settl ment		
704			
	em P y ble In Con ection With Lo n		
801	Loa Origin n Fee % a		
802	Loan Discount % a		
803	Appra al F to		
804	Credit Report to		
805	Lend r s Inspection F to		
806	Tax S rvic F to		
807	Flood C tif c tion F to		
808			
809			
810			
811			
900	Items Requir d By Le d r T Be Paid I Ad		
	Int o from to @ $ / d y fo day		
	ortgag Insu P remium f mon h to		
903	H rd Insuran Premium for 1 year to		
	to		
905			
1000	R rves Depos ted With Lender		
1001	H rd I suran Mo th @ $ per month		
1002	Mortgag in urance Mo th @ $ per month		
1003	City/town taxe Mo he @ $ per mon h		
1004	County taxe Mo th @ $ per month		
1005	Assessment Months @ $ pe month		
1006	Month @ $ pe mo th		
1007	Month @ $ per month		
1008	Mon he @ $ p r month		
1100	Titl Cha ges		
1101	S ttl Men or lo ing f to		
1102	Abstract or titl rch o AB OLUTE TIL LLC	165 75	
1103	Titl examina ion to		
	Titl insuran binder to		
1105	Docum t pt par t on to		
1106	Notary fee to		
1107	Attorney f es t GEORGE E LAFAYE III	03 00	
	(include above item number)		
1108	Titl insuranc to		
	(include above i ems numb 1104)		
	Lender o coverag $		
1110	Owne coverage $		
1111	Wire Tran fer F e		
1112	Copies Fax and Couri r		
1113	Expr ss Payoff F to GEORGE E LAFAYE III		18 00
1200	Government Recording and Tran fer Ch rges		
1201	R cording f Deed $ 10 00 Mortgage $ R l as $ 10 00	10 00	1 1
1202	City/county tax/stamps Deed $ M tg g $		
1203	S t tax/stamps De d $ 649 00 Mortgag $		4
1204			
1205			
1300	Addition l S ttlemen Charg		
1302	Survey to		
1303	P s in pection to		
1304	2003 TAXES to RICHLAND COUNTY TREASURER		1 212 93
1305			
1400	Tot l S ttlement Ch rges (enter o li es 103 S t on J nd S 2 Sec ion K)	575 85	1 803

By igning pag of thi t t ment th gnato i ack owledge ceipt of ompl ed copy of p ge 2 f hi 2 page tatement

SELLER S TAX ID SOLICITATION THE INFOR ATION IN BLOCKS E, G, H I AND ON LINE D IS I PORTANT TAX IN ORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED

YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGEN WITH YOUR CORRECT TAX PAYER IDENTIFICATION NUMBER YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW

If th x l t to was your princip l r idenc fil FORM 121 S l or chang of P i ipal R sid c for any g in with your come ax ret urn or oth r t nsaction , ompl be he appli abl p FORM o a Le Fres I c Exchang of As t U d in Tr de or Bu in and Involun ry Con e ion FORM 8 (Comput tion of Ins llm t S le In om and/o SCHEDULE D (form 1040) C pi l Gains and Lo and R ceipts ion of Form 1099 S

UNDER PENALTIES OF PERJURY I CERTIFY THAT THE NUMBE SHOWN HEREON THIS STATEMENT IS MY COR CT TAX PAYER IDENTIFICAI ON NUMBER

Seller Sign ur	S ller S gnatur	S ll r Sign ture	S ll r Signature
TaxID/SSN	TaxID/SSN	" xID/SSN	Ta ID/SSN

Certified to b true copy

(2/POMCREEK INC)

The Courtyards
At
Rolling Creek
Phase I

This contract made between Pomcreek Builders Inc purchaser and

SEL Properties LLC seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek on Highway 126 near the Town of Irmo in Richland County State of South Carolina, and being described as follows

Lot ~~51~~ -50 -49 Block ____ Phase I, The Courtyards at Rolling Creek Subdivision, Irmo S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record including any shown on recorded plats and all governmental statutes rules regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is - --- ------ ---------- --- - - $ 108,000 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___) -- $ 1,000 00
Balance upon Delivery of Deed as hereinafter provided $ 107,000 00

This good only of 5 Lot called in May 2004

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change alter or modify the location shape and dimensions of the lot so long as such damages alterations modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location, shape or dimensions of the lot Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

5282

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Pomcreek Builders Inc
And be delivered at the office of George Lafaye
Or other stipulated place of closing and transaction closed on or before May 28th 2004
But not later than June 15 2004 ~~2003~~ as extended for events or occurrences beyond Seller s control such as acts of God casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract then the said deposit shall, at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold AS IS ' and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

The purchaser has made a personal on the lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Pomcrak Builders Inc
by _____ 4/28/04
Purchaser Date

_____ _____
(As to Purchaser) Purchaser Date

_____ _____
Address Telephone – Home

_____
City State Zip Code

SEL Properties LLC

_____ By _____
(As to Seller)

Its _____

A Settlement Statement

U S Dep rtm nt o Hou ing
d Urban D v l pment

OMB No 2502 265

B Type f Loa

1 [ ] HA 3 [ ] FmHA [ ] Con Uni
[ ] VA 5 [ ] Conv In

6 File Number
POWCREEK c

Loan Numbe

Mo rtg ge Insur nce Numbe

C Not Thi form is furn sh d o give you tat me t of act al settl men co t Amoun p id to d by th ttlement agent ar
eHown Ite m mark d (POC) were p id ou de th l ing th y shown h f r inf rm o purpo e nd are not
includ d in th tot l
0 01 (/POWCR EK INC)

D Name and Addre of Borrower

POWCREEK BUILDERS INC
44 CAROLA LANE
LEXINGTON SC 29 72

E Nam nd Add of S ll r

SEL PROPERTIES LLC
11 S PULASKI STREET
COLUM IA SC 292 1

CRC

Nam and Addr f Lend r

F Property Loca ion

LOTS 49 50 & 51
THE COURTYARDS @ POLLI O CREEK
PHASE I

$12,000 RR BATH BY CK

G Settlement Ag nt
GEORGE E LAFAYE II

I Sett lement Dat
May 28 2004

H Pl ce of S ttlem n
2711 M ddl burg Dri Su te 210
Columbi SC 2920

J Summary of Borrower Tr n ction

100 Gro Amou t Du From Borrower

101 Con ra t S les Pri	2 80 00	
102 P on l Prop rty		
103 S lese chary t borrower (li e 1 80)	57 5	
104		
105		
A j u tment f r items paid by ll r in dvance		
106 C ty/town ax		
107 Co n y taxe to		
108 Ho owent to		
109		
110		
111		
112		
120 Gros Amount Due From Borrower	120 575 85	

200 Amount Paid By Or In Behalf o Borrower

201 Deposit or ne t money	1 000 00	
202 Pr ipal mount of new loan( )		
203 Existing loa ( ) taken subj ct to		
204		
205		
206		
207		
208		
209		
Adjustm nts for it ms unpaid by ller		
210 Ci y/town taxe to		
211 Coun y tax 01 01 to 05 0 0	7 8	
212 A ssements to		
213 999 Pro Ra T x*		
214		
215		
216		
217		
218		
219		
220 To l Paid By/Po Borro	2 7 8	

300 Cash At Settlement From/To B rrower

301 Gross amount due from borrower (line 1)	120 575	
302 Less mounts paid by/for borrower(line 220)	(1 327 08)	
303 C h (X) From [ ] To Borrower	119 248 77	

K Summary of S ll r Tran ction

400 Gro Amount Du To S ll r

401 Co ac l i	00 0
402 P x or l Property	
403	
404	
Adj men f r i ms paid by ller in dvance	
City/town t x to	
407 Cou ty ta	
408 A s t to	
409	
410	
411	
412	
420 Gro Amount D e To S ll	0 0 00

500 Reductions In Amoun Du Seller

501 E d posit (se in stru ion)	
502 Settleme t harg sell r (l n 140)	1 905 03
503 Exi ing loan t k n bj t o	
504 Payoff g to MBSC	0 00
505 P yoff f s c nd mort loan	
506	
507	
508	
509	
Adju tme t for i ems npaid by ll r	
520 Ci y/town t xe to	
521 Cou y tax 01 01 04 o 05 2 08	327 08
522 A ssmen to	
523 1999 Pr Rat Tax @	
524	
525	
526	
527	
528	
529	
530 Tot l R du ion Amount Du S ll	98 133 11

600 Cash At Settlement To/From Seller

601 Gros amoun due to l r (lin)	000 00
602 Le deductions n amt due ll (lin 520)	(98 1 2 11)
603 Cash [X] To [ ] From Sell	21 86 89

Th unde gned hereby cknowledg rec ipt of a compl ed opy of pages 1 2 of thi t tanen & my t chm f r ed to h r i

I HAVE CAREFULLY REVI WED THE HUD 1 SETTL ENT STATEMEN" AND TO THE BEST OF MY KNOWLEDGE AND BEL F IT IS A TRUE AN ACCURATE STATEM NT O ALL RECEIP S AND DIS BURSEMENTS MADE O. MY ACCOUNT OR IN TH S TRANSACTION. I FURT ER CERTIFY THAT I HA B RECEIVED A COPY O THIS H.JD SETTLEMENT STATEMENT

Buy / orrow r POWCREEK BUILDERS INC.
Buyer/Borrower by: Bruce Addis, President

S ll
S EL PROPERTIES LLC
Sell r

TO THE BEST OF MY KNOWLEDGE THE HUD 1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF TH FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEM NT OF THIS TRANSACTION

GEORGE E LAFAYE III

GEORGE E LAFAYE III

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR ORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010

HUD 1 (3) RESPA HB 4305 3

3605

6 lement St t ment Pag 2

L Settlem nt Ch rg

7 0	Tot l 0 l /Brok re Commi i n be d p $		P id Frm Borrower Fu de S lement	id P on 0 ller Funds t S ttlement
	D vision of Commi ion (l ne 7 0) follow			
7 1	$ o			
702	$ to			
03	Commis ion p id t S tlemen			
704				
	I em y le In Connec ion Wi h Loan			
801	Loan o igi i n P % t			
8 2	Loan Di count % ta			
803	App al F to			
8 4	Credit Report to			
805	Lender I pection F to			
	Tax S rvi F to			
807	Flood C rtif c ion P to			
808				
8				
810				
1				
900	I em Requir d By Lender To Be P id I Ad rc			
01	Int re t from o @ $ / d y fo day			
902	Mortgag I sur nc P remium fo Month t			
903	Ha rd I u ance Premi m fo 1 yea s to			
904	t			
905				
10 0	R- rve D posited With Lend r			
1001	Ha rd insura Month @ $ p month			
1002	Mortgag insu anc M nth @ $ p r month			
1003	City/town tax Mo h @ $ per mon h			
1004	County tax Months @ $ per month			
5	A ee ment Months @ $ p mon h			
1006	Month @ $ p x month			
1007	Month @ $ p month			
1008	Month @ $ p month			
1100	Ti le Charg			
1101	Settlemen o clo ing f o			
1102	Abs rac or title ch to ABSOLUTE TITLE LLC		165 75	
1103	Title examin tion o			
	Ti l i ur nc bi der to			
1105	Document preparation o			
1106	Notary fee to			
1	A torney fe to GEORGE S LAFAYE III		00	
	(in lud e above items numbers)			
1108	Ti l insuranc o			
	(ncludes abov Items numbe 1104)			
1109	Lender coverag $			
1110	Own r e ov rag $			
	Wire Tran fer Fee			
1117	Copi s F x and Courier			
1113	Expr s Payoff Fee to GEORGE E LAFAYE III			10 00
1200	Government Reco ding and Tran fer Charg			
1201	R ding f Deed $ 10 10 Mortg ge $ R l ses $ 10 10		10 10	10 1
12 2	City/ ounty ta / tamp Deed $ Mortg g $			
1203	St t tax/ tamps Da d $ 44 0 Mor g g $			66 00
1204				
300	Additional S t lemen Charg			
1301	Survey to			
1302	Pest nsp c io to			
1303	2003 TAXES to RICHLAND COUNTY TREASURER			1 222 93
1304				
305				
1400	To l S lemen Ch rg (en o 11 @ 103 S t on J nd 502 Section K)		576 85	1

By igning p g 1 of thi t t ment th ign ries cknowl dge ipt of ompl ed copy of p ge 2 of thi 2 peg t t m nt

SELLER S TAX ID SOLICITATION THE INFORMATION IN BLOCKS E, G, H I AND ON LINE 01 PO TANT TAX IN RMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED

YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGEN IN OUR CORRECT TAX PAYER IDENTIFICATION NUMB R IF YOU DO NO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAX PAYER IDENTIFICATION NUMBER YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW

If th x l ta was your principal r idence fil FORM 2119 S l o x h ng of Principal R idence for any g in with your i com ax r turn For oth r tran tion compl e he FP I ABI E o OR G nd Lo Fre al q Ex hang of Ass e u d in Trade or Bu in and Involunt ry Con rsion ORM Comput ion of In lumen l Incom and/o SCHEDULE D (form 10) Capital G i and Los es d R cili ion of Form 1099 B

UNDER PENALTIES OF PERJURY I CERTIFY THA THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAX PAYER IDENTIF CATION NUMBER

B ller Signa ur TaxID/SSN	Seller S gnature TAXID/SSN	S ll r Signa ure TaxID/SSN	B ll o Signature TaxID/SSN

Certifi d to be a true copy (2/POWCREEK INC)

3606

57

A Settlement Statement

U S Department of Housing and Urban Development

HUD 1 (3/86) OMB No 2502 0265

B Type of Loan	6 File Number	7 Loan Number	8 Mortgage Insurance Case Numbe
1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	LinderBenT		

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 (p o c) were paid outside the closing they are shown here for informational purposes and are not included in the totals

D Name and Add ess of Borrower	E Name and Address of Seller	F Name and Address of Lender
Ben T Linder and Frances Kay Linder	Pomcreek Builders Inc 344 Carola Lane Lexington SC 29072	Wilmington Finance a division of AIG Federal Savings Bank 11020 David Taylor Drive Suite 405 Charlotte NC 28262

G Property Location	H Settlement Age t	
Irmo SC 29063	Will Rogers Helton Jr Place of Settlement 101 Summer Duck Trail Suite F Lexington SC 29072	I Settlement Date 01/31/05

J Summary of Borrower's Transaction		K Summary of Seller s Transaction	
100 Gross Amount Due From Borrower		**400 Gross Amount Due To Seller**	
101 Contract sales price	319 000 00	401 Contract sales price	319 000 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	5 403 50	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108. Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	**324 403 50**	**420 Gross Amount Due To Seller**	**319 000 00**
200 Amounts Paid By Or In Behalf Of Borrower		**500 Reductions In Amount Due To Seller**	
201 Deposit or earnest money	6 000 00	501 Excess deposit (see instructions)	6 000 00
202 Principal amount of new loan(s)	287 100 00	502 Settlement charges to seller (line 1400)	27 06. 95
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan Regions Bank	236 435 85
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01/05 to 01/31/05	24 21	511 County taxes 01/01/05 to 01/31/05	24 21
212 Assessments to		512 Assessments to	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	**293 124 21**	**520 Total Reduction Amount Due To Seller**	**264 523 01**
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross Amount due from borrower (line 120)	324 403 50	601 Gross amount due to seller (line 420)	319 000 00
302 Less amounts paid by/for borrower (line 220)	(293 124 21)	602. Less reductions in amt. due seller (l ne 520)	(264 523 01)
303 Cash ☒ From ☐ To Borrower	31 279 29	603 Cash ☒ To ☐ From Seller	54 476 99

BTL
FKF

L Settlement Charges

			Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700 Total Sales/Broker's Commission based on price $323 690 00 @ 6 0 % = 19 421 40				
Division of Commission (line 700) as follows				
701 $9 710 70	to Asset Realty Inc			
702 $9 710 70	to Dutch Fork Realty			19 421 40
703 Commission paid at Settlement				
704				
800 Items Payable In Connection With Loan				
801 Loan Origination Fee	/			
802 Loan Discount	%			
803 Appraisal Fee	to John Kent Spehl		150 00	
804 Credit Report	to			
805 Administration Fee to Wilmington Finance			495 00	
806 Underwriting Fee to Wilmington Finance			285 00	
807 Flood Certification Fee to Wilmington Finance			13 00	
808 Broker Processing Fee to Guaranteed Trust Mortgage			400 00	
809 Broker Comp pd by Lender to Guaranteed Trust Mortgage		POC $1 435 50L		
810				
811				
812				
813				
814				
900 Items Required By Lender To Be Paid In Advance				
901 Interest from 01/31/05 to 02/01/05	@ $56 948	/day	56 95	
902 Mortgage Insurance Premium for	months to			
903 Hazard Insurance Premium for	years to USAA		1 170 75	
904 Home Warranty/ 2 10	1 years to Home Buyers Warranty			1 036 75
905				
1000 Reserves Deposited With Lender				
1001 Hazard Insurance	3 months @ $97 56	per month	292 68	
1002 Mortgage Insurance	months @ $	per month		
1003 City property taxes	months @ $	per month		
1004 County property taxes	4 months @ $350 88	per month	1 403 52	
1005 Annual assessments	months @ $	per month		
1006	months @ $	per month		
1007	months @ $	per month		
1008 Aggregate adjustment			350 83	
1100 Title Charges				
1101 Settlement or closing fee	to			
1102 Abstract or title search	to Helton Law Firm		250 00	
1103 Title examination	to			
1104 Title insurance binder	to			
1105 Document preparation	to Helton Law Firm			125 00
1106 Notary fees	to			
1107 Attorney's fees	to Helton Law Firm		400 00	
(includes above items numbers		)		
1108 Title insurance	to The Fund		727 43	
(includes above items numbers		)		
1109 Lender's coverage	$ 287 100 00			
1110 Owner's coverage	$			
1111 Courier/Express & Admin Fees to Helton Law Firm			50 00	
1112 Wire Fee to Helton Law Firm			20 00	
1113				
1200 Government Recording and Transfer Charges				
1201 Recording fees Deed $10 00	Mortgage $ 30 00	Release $ 5 00	40 00	5 00
1202 City/county tax/stamps Deed $350 90	Mortgage $			350 90
1203 State tax/stamps Deed $829 40	Mortgage $			829 40
1204				
1205				
1300 Additional Settlement Charges				
1301 Survey	to			
1302 Pest inspection to				
1303 2004 Real Estate Taxes to County of Richland				294 50
1304				
1305				
1400 Total Settlement Charges (enter on lines 103 Section J and 502 Section K)			5 403 50	22 062 95

I have carefully reviewed this 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 the Settlement Statement

Borrower(s) Ben T. Linder 01/31/05
Ben T Linder

Frances Kay Freeman 01/31/05
Frances Kay Linder
FKF FRANCES KAY FREEMAN

Seller(s) Pomcreek Builders Inc
Pomcreek Builders Inc
by Bob Sale

The Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction

01/31/05 Settlement Agent

WARNING It is a crime to knowingly make false statements to the United States on this form Penalties upon conviction can include a fine and imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

A Settlement Statement

U S D par men of Hou ing
d U ban De lopment

OMB No 2502 0265

B Type of Loan	6 Fil Number	7 Loan Number	8 Mortgag I Cas Number
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unis 4 [ ] VA 5 [X] Cash Sale	2084 230		

C No Thi form is furnished o giv you a ment of ac ual lemen o Amou p id o nd by he se l me agent h w l eme n rk d [POC] w re paid ou id th clo g hey hown here for informational purpo d re ot i l ded in the total 3 0 01 92 (17/PCMCREEK BLD/2004 230)

D Name and Addre of Borrowe	E Name and Addre s of Sell r	P N me and Addr ss of Lende
Pom rock Build rs Inc 344 C ol Lane Le ington SC 29072	SBL P operti LLC 1105 Pulaski St et Columbi SC 29201	CASH

G Prop ty Loc ion	H S l m Ag t	
Lot 52 Th Courty rds @ Rolling Cre k Pha e I A Irmo C 29063	GEORGE E LAFAYE III	
	Pl of Se lemen 2 iddleburg D ive S i 210 Columbi SC 29204	I ment D p emb 2 3 4

J Summary of Bo rower Transaction		K Summary of S ll r Tran action	
		Gro Amoun Due To Sell	
100 Gro s Amount Due From Borrower			
101 Con r S l Price	40 000 00	401 Contr t S les Pric	40 000 00
102 P son l Prop rty		2 P rson l Property	
S leme harge o bo ows (line 140)	6 35	403	
104		04	
05		405	
Adjustments fo ltem paid by ll r in dvan		Adj man s for i ems p id by s lle i advanc	
106 Ci y/ own x to		06 City/town ta o	
107 County t to		407 County taxes o	
108 A s m nt o		408 An sments to	
109		409	
1		1	
11		411	
112		1	
120 G ss Amoun Du From Borrower	40 669 35	420 Gro Amount Due To Sell r	4 0 0 00
2 Amo P id By Or In B half Of Borrower		500 R ductions In Amount Due S ller	
2 1 D po t o earnest mon y	1 000 00	50 Exc depo (see in ruct ons)	
202 Pri pal moun of new loan( )		Se lem n harg to ll r (line 1 00)	696
2 Exi i g loan( ) taken subj t to		503 E i ing loan aken subj ct o	
2 4		5 P yoff of fir t mortgag loa	
2 5		505 P yoff of eco d mortgage loan	
206		5 6 D po it or earnest money	1 000 00
2 7		507 Lot Rel a e Fe to NBSC	
LANDSCAP NG ALLOWANCE	2 0 0	50 LANDSCAPING ALLOWANCE	2 000 00
209		509	
Adju t for i ms unpaid by sell r		Adju s for i m unpaid by ell r	
210 Ci y/ own t s o		51 Ci y/t wn taxes o	
211 Cou y ax 01 01 04 t 09 26 04	193 74	511 County t o	93 74
212 An m nt o		512 Asse s ts to	
213		513	
214		51	
215		515	
216		516	
2 7		517	
21		518	
19		519	
220 Total P id By/Fo Borrowe	3 193 74	520 To l R du ion Amount Du S ll	5 35
C h A S t lement From/To Borrow r		00 C oh A Se l s t To/From Sell r	
01 Gro moun du from borrow r (line 2)	6 35	601 Gro amo nt due to sell (lin 2)	
302 L amou p d by/for bor ow r(line 220)	(3 1 3 7)	02 L r duc ions in mt due ll r(li 52)	(5 0 15)
Cash [X] r om [ ] To Bor ow r	37 475 61	603 C h [X] To [ ] From S ll	4 109 85

Th unde igned h by acknowledg c ipt of compl ted copy of pag 1&2 of thi tatement ny ta lemen fe d o h i

I HAVE CAREFULLY REVIEWED THE HUD 1 SETTLEMENT STATEMENT AND TO THE BEST OF M KNOWLEDGE AND BELIEF IT IS A TRUE AND ACCURATE STATEMENT OF A L RC IPTS AND DISBURSEMENT MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION I FURTHER CERT Y T AT I VE RECEIVED A COPY OF THE HUD 1 SETTLEMENT STATEMENT

Buy r/B rrow PomCr k Build rs Inc

Buy /B rrowe By Brian S Asbill Vic Pr ident

S ll SBL Properti LLC

ll r By S M Lipscomb Pr sident

TO THE BEST OF MY KNOWLEDGE THE HUD 1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACC ATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THI TRAN ACTION

GEORGE E LAFAYE III GEO GE E LAFAYE III

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U COD SECTION 01 & SECTION 1 10

HUD-1 (3 86) RESPA HB 4305 2

3607

0002945

L Sat lemen Charges		Paid From orrower Funds a Settlement	P id F om S ll Fu ds at Settl ment
7 Total al /Broker Commi sio s b sed on price $			
Divi ion of Commi ion (line 700) as follows			
701 $ to			
702 $ to			
3 Commi ion paid Set lement			
704			
800 I ems payabl In Conn tion With Loan			
1 Loa o igina ion Fee % o			
802 Lo Di ount % to			
803 to			
o Cr di R por o			
805 Lenda Inspection Fee o			
806 T x S rvic Fee to			
807 Flood Certific tion Fe to			
809			
10			
811			
90 I ems Requi ed By Le der To B Paid In Advance			
901 Int r t from to @ $ / day for d y			
2 No gage Insuran e Pr mium for mon hs to			
903 Ha ard In urance Premium fo 1 y ar to			
904 to			
905			
1 00 Re rv Depo i d With Lend r			
1001 Ha ard in uranc Mon hs @ $ per month			
1 02 Mortgag i uranc Months @ $ per month			
1003 Ci y/ own t Months @ $ per mon h			
Coun y ax s Mon hs @ $ pe mo h			
1 05 Assessme s Months @ $ per mon h			
1 0 Months @ $ p month			
1007 Months @ $ pe mon h			
1 8 Months @ $ per month			
1100 Titl Charg			
1 1 S t lement or clo ing fe to			
1102 Ab ract o title search to Absolu Ti l LLC		164 25	
1 03 Ti l examin ion to			
11 4 Ti le insur nc bi der to			
5 Document prepara ion to GEORGE E LAFAYE III Deed & R l ase			150 00
1106 Notary fe to			
1107 A torn y f to GEORGE E LAFAYE III		300 00	
(incl des abov items numbers)			
1108 T l i uranc to Lawyer Ti l Insuranc Corporation		195 00	
(include above i ems numbers 1104)			
11 9 Lende s ov rag $			
1110 Owner o rage $ 40 600 00 120 00			
1111 Copy/P x/Cou i r			
1112 Expre s P yoff / UPS o GEORGE E LAFAYE III			20 00
1113			
1200 Gov rnment Recording nd Transf r Ch rg s			
1201 R cordi g f s Deed $ 20 1 Morty ge $ R l se $		10 10	
1202 City/county tax/ tamp D d $ M rtgag $			
1203 Stat tax/ t mps D d $ 148 00 M rtgag $			148 00
12 Recording of Parti l R l o Ri hl nd County R gi t of De ds			6 10
1205			
1300 Add tional S ttlement Ch g			
1301 Su v y to			
1302 P t Inspec ion to			
1303 00 Taxo Le Fe to Richland County Tr a u r TMS 2607 08 06			74 31
1304			
13 5			
1 00 Tot l Settlement Charg (en r on lines 103 S ction J and 502 Section K)		669 35	696 41

By ig i g p g 1 of thi tat me t h gn tori ckn wl dg p of compl d opy of pay 2 of li page en t

SELLER S TAX I SOLICITATIO THE INFORMATION IN BLOCKS E G, H I AND ON LINE 401 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE IF YOU ARE REQUIRED TO FILE A RETURN A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE OSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED

YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAX PAYER IDENTIFICATION NUMBER IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAX PAYER IDENTIFICATION NUMBER YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PE ALTIES IMPOSED BY LAW

If h al e was your princip l r id nce fil FORM 2119, S l or Ex hang of Princip l Resid nc for my gain with your in ome tax re rn For oth r t ansac ion compl te the appli abl parts of FORM 4797 Gains nd Lo s From S l or E ch ng of A set Used i Trade or Busin d T velun ary Co v r i n FORM 23 9, Compu ation of In llm n Sh a ncome n /o SCH D (form 10 0) C pi l Gain and Lo s and R oncili tio f Forms 1099 S

UNDER PENALTIES OF PERJURY I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT TAX PAYER IDENTIFICATION NUMBER

S ll Sig u	S ll r Sign r	ll r Signatur	Sell r Sig u
TaxID/SSN	TaxID/SSN	Ta ID/SSN	T xID/SSN

Cert fi d o be tru copy (/POWCRSEN BLD/20 6 33)

The Courtyards
At
Rolling Creek
Phase I

This contract made between Pomcreek Buildors Inc purchaser and

SEL Properties, LLC, seller

Purchaser agrees to buy and the Seller agrees to sell all that certain lot or parcel of land situated in the community known as The Courtyards at Rolling Creek, on Highway 126 near the Town of Irmo in Richland County, State of South Carolina, and being described as follows

Lot 52 Block ____, Phase 1A, The Courtyards at Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

- Prorata taxes and assessments not yet due and payable
  All matters which would be revealed by an accurate survey or inspection of the property
- Existing easements and restrictive covenants of record, including any shown on recorded plats and all governmental statutes, rules, regulations and ordinances
- The lot will be conveyed subject to the provision of Declaration of Covenants Conditions and Restrictions of The Courtyard at Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- $ 40,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)----$ 1,000.00

Balance upon Delivery of Deed as hereinafter provided $ 39,000.00

Seller does hereby reserve the right, due to final engineering and survey requirements to partially change alter or modify the location, shape and dimensions of the lot so long as such damages alterations, modifications do not substantially vary the square footage of the lot by more than five percent (5%) and so long as the lot still complies with all governmental regulations In the event of an alteration or modification greater than five percent (5%) of the present square footage of the lot or substantial modification of the location shape or dimensions of the lot, Purchaser may either accept the lot as modified or cancel this contract and be refunded all sums paid hereunder

Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation six percent (6%) sale commission based upon the contract price of the home and the contract price of the lot payable upon completion of the construction loan and prior to occupancy

If a lot loan is obtained by Purchaser all closing costs and prepaid items will be paid by Purchaser

** TOTAL PAGE 01 **

Seller agrees to convey by insurable fee simple title and deliver a proper statutory general warranty deed free of encumbrances except as herein stated with all stamps affixed thereto The Deed will be prepared in the name of Pomcreek Builders Inc
And be delivered at the office of George LaFaye
Or other stipulated place of closing and transaction closed on or before sept. 24 2004
But not later than Sept 24 2004 2002 as extended for events or occurrences beyond Seller s control, such as acts of God, casualty losses or material shortages

Assessments (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closing Any increase or decrease to taxes will be subject to an adjustment by Purchaser and/or Seller when the current years taxes are determined

In lieu of pro rating taxes at closing Seller may elect to defer proration of taxes until receipt of current year s property tax notice Upon such receipt, Seller will present to Purchaser a copy of the Notice (or in the event the subject property is taxed as part of a larger parcel then a copy of the notice and a calculation of that portion of the total bill allocated to subject lot based solely on the ratio of the total acreage to the equal to Seller s prorata share of the taxes as set out in such notice from Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible for all costs of collection, including reasonable attorney s fees

It is expressly agreed that upon the default or failure on the part of the Purchaser to comply with the terms and conditions of the Contract, then the said deposit shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him under the common law, including recovering reasonable attorneys fees and cost

No officer agent or employee of the Seller nor any other person has been authorized to make representations regarding the terms of Purchaser s purchase of the lot other than those made in this Contract, and if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold "AS IS and the Seller makes no warranty as to merchantability or fitness for a particular purpose as same applied to the lot and any implied warranty relating thereto is hereby expressly disclaimed by Seller

The Seller its successor and assigns or any persons owning adjoining property may at their sole discretion, phase the development of the community into more than one phase or in separate projects with no guarantee to Purchaser that subsequent phases will be developed

The Development Plan is conceptual in nature and subject to change at any time at Sellers sole discretion, without notice to Purchaser

Should any provision of this Contract be void or become unenforceable by law or in equity, the remaining provisions shall remain in full force and effect and shall not in any manner be affected or impaired thereby

Any assignment without Seller s written consent shall be null and ineffectual

DUTCH FORK COPIED LOT 29

ADDENDUM TWO

Gilbert A. Goodwin Contractor, Inc.
P O Box 119
Ballentine, SC 29002

ESTABLISHED 1959
TELEPHONE
(803) 781 7261

SALES CONTRACT

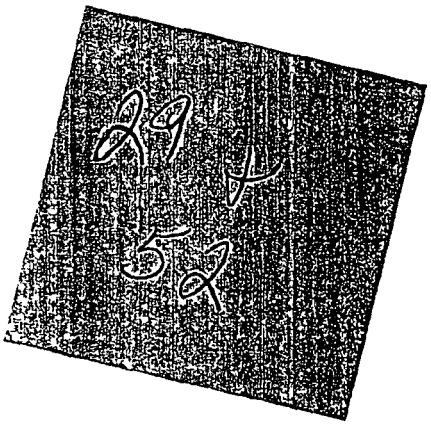
STATE OF SOUTH CAROLINA
COUNTY OF Richland

THIS AGREEMENT is entered into this _____ day of _____, 20____
This contract specifies terms between _____
(hereinafter referred to as **Buyer/Owner**) address
and GILBERT A. GOODWIN CONTRACTOR, INC (hereinafter referred to as **Seller/Contractor**)
to sell/construct a home on the property located at. LOT 29 BLOCK _____
SUBDIVISION Courtyards @ Rolling Creek
STREET 40 Savannah Branch Trail
CITY Elgin, SC, 29063

Subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules, and regulations

CONTRACT PRICE	$ 333,400.00
EARNEST MONEY	5000.00 ESCROW TO GAGC, INC
ESCROW ACCOUNT	
DOWN PAYMENT	
PAID TO	GILBERT A GOODWIN CONTRACTOR INC
REAL ESTATE AGENT/BROKER	Dutch Fork Realty
ADDENDUMS	FOUR TOTAL
CLOSING COSTS SELLER	N/a
BUYER	

3/16/06



Buyer will apply for a loan within a maximum of 7 days. Buyer will present to Contractor a letter of loan commitment from the loan institution before any construction begins. No on site construction will begin for addendums until loan is approved. In the event Buyer is unable to obtain a valid loan commitment in the amount set out above, 10% of sums received by contractor and no less than $500 00 will be retained by contractor. The residual will be returned to Buyer/Owner, and this contract will be null and void.

ALL CLAIMS, DISPUTES, AND CONTROVERSIES OF EVERY KIND AND NATURE BETWEEN THE PARTIES HERETO ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, NOT COVERED OR RESOLVED BY THE ISSUED NATIONAL WARRANTY, SHALL BE SUBJECT TO ARBITRATION. It is the purpose and intent of the parties to make the submission to arbitration of any dispute or controversy arising out of this agreement an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. If this contract is alleged to be or is determined to be void or voidable, this provision to arbitrate shall be severed from the rest of this contract and shall be binding on the parties hereto so that the validity of the rest of the contract shall be determined by arbitration. This arbitration provision shall survive the closing of the transaction which is the subject of the contract and any passage of the title and shall continue indefinitely The arbitration shall be conducted by the American Arbitration Association pursuant to its Construction Industry Arbitration Rules in effect at the time of the Effective Date of Warranty or by Construction Arbitration Services, Inc., pursuant to its applicable rules in effect at the time of the Effective Date of Warranty or by DeMars & Associates, Ltd. pursuant to its applicable rules in effect at the time of the Effective Date of Warranty The choice of arbitration service shall be that of the homeowner if the homeowner is a claimant. If the homeowner is not a claimant, the choice of arbitration shall be that of the Builder. Any dispute concerning the choice of an arbitration service shall be submitted to a court of competent jurisdiction, which shall have authority to enforce this paragraph. The decision of the single arbitrator or the majority of the arbitrators shall be binding on the parties. If it becomes necessary to employ legal services to collect any amount due hereunder whether by mechanics lien or otherwise, including arbitration, the Owner agrees to pay a reasonable sum for attorney s fees and cost incurred in collection. Owner further agrees to pay interest at the legal rate on any amount not paid when due.

CASHIER'S CHECK. Buyer(s) / Owner(s) must have CASH, CASHIER S CHECK, OR CERTIFIED FUNDS when closing this transaction.

BUILDER S PLANS. The Contractor has provided the building plans and specifications used under this contract and makes no representation of accuracy to any specific plans and specifications TO BE PROVIDED UPON RATIFICATION $500 addendum 3+4 3/16/06

CONVEYANCE. Seller agrees to convey by marketable title and deliver a proper warranty deed and free of encumbrances except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of Joyce C Berry

TIME OF SUBSTANTIAL COMPLETION. X Joyce C Berry 3/16/06 4/28/06
Approval of construction as evidenced by the final or temporary final inspection report and issuance of a Certificate of Occupancy by the ruling municipality shall constitute conclusive evidence of the completion of the house. Assuming all conditions precedent are satisfied and weather permits, the work to be performed under this contract shall be substantially completed within the time set forth above. In the event construction is delayed through no fault of the Contractor, including but not limited to strikes, accidents, weather conditions, labor delays, material delays, and other delays beyond the control of the Contractor, then the time of substantial completion will be extended to a time agreed upon by both purchaser and contractor in writing.

POSSESSION. Buyer agrees that he or she will not occupy the dwelling until such time as th dwelling is certified with a Certificate of Occupancy by the ruling muni ipality and the transfer of the title to the property has passed from Seller to Buyer. No personal property of the Buyer shall be stored in the dwelling prior to the time of possession as stated above. No on site improvements shall be done by the Buyer until after transfer of the title to the property and all monies are paid and dispensed.

CHANGE ORDERS. The Buyer agrees to pay to the Contractor the total sum set forth above for the dwelling herein referred. The total price shall be increased only by the sum total of all additions if any or decreased by the sum total of all deletions, if any, or otherwise adjusted by the difference between the additions and deletions all of which must be agreed to by both parties in writing which will be called "CHANGE ORDERS All monies due for change orders and/o extra work shall be due and payable before work commences The Buyer agrees to make any requests concerning any changes, additions, or alterations in the work in writing directly to the Contractor named in this contract and not to any workers, including subcontractors and subcontractors workers on the job. Any workers, including subcontractors and subcontractors workers on the job, performing work for the Buyer will terminate Contractor s warranty All change orders" will be billed on the basis of cost plus a percentage. 20% Cost shall be and mean the following. all costs of labor including but not limited to wages, wage taxes, transportation, subcontractor labo material costs, supplies, rental of equipment, sales taxes, and additional permit fees, cost of removal of debris and all other costs

The purchaser has made a personal on-the-lot inspection of the lot or waives the right to do so prior to signing this contract and acknowledges that the roads which will be inspected during construction by Richland County, shall be deeded to Richland County and the water lines and sewer system shall be dedicated to any independent water company or governmental agency

This Agreement supersedes any and all understanding and agreements between the parties and constitutes the sole and entire agreement between the parties No oral statements or representations whatsoever shall be considered apart hereof This Contract is entered into after full investigations neither party relying upon any statement or representation not embodied in this Contract made by the other This Contract cannot be altered changed or amended, except in writing signed by the party to by charged

Seller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as specified in the Listing Agreement payable at the time of closing

The purchaser has read the entire contract and understands the terms thereof

Seller to give buyer a $3000 Landscaping allowance at clos ing BS 8/24/04

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

8-24-04

Ponderosa Builders, Inc
by. [signature] 8/24/04
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

By [signature]

(As to Seller)

Its

costs related to the change. Any change order shall be subject to all terms and conditions of th s contract

ALLOWANCES. Th base contract price stated herem m ludes certam llowances. These allowances can be set forth in an addendum which becomes part of contract. The Buyer shall select in a timely manner all allowance items and paint colors required during the construction process within 5 days of the execution of this contract. It is the specific understanding of the parties that the allowances ar not to be construed as bids by the Contractor The allowances which have been used to arrive at a base price may vary from the actual cost based on the Buyer s elections If the allowances prove to be insufficient, the Buyer must pay all overages to the Contractor s approved vendor at time of final selections. If the allowances prove to be less, then Contractor will issue a credit at final closing. If Buyer selects a vendor not on Contractor s approved list, then Contractor will issue credit for full allowance of item and delete from warranty All selected vendors must be submitted to Contractor in writing by Buyer All allowances include installation and sales tax

1 Carpet $20/SQ YD 2 Floor covering (a) Ceram tile _____ (b) Vinyl _____
3 Light fixtures 1@ 200 4 Kitchen appliances $1800 5 Cabinet hardware _____
6 Other SEE ADDENDUM ONE OF SALES CONTRACT (AM 1)

WARRANTY. The Contractor shall provide a 2-10 Home Buyers warranty This warra ty shall be the Exclusive warranty and shall be IN LIEU of any other warranty expressed or implied including but not limited to any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE Consequential damages are excluded Rem dies are lim ted to repair replacement, or the reasonable cost of replacing the defective item The above named limited warranty shall be the exclusiv warranty from Contractor Separate warranty(ies) may be provided by the manufacturer(s) of materials fixtures, or appliances furnished. Contractor will provide Owner with any warranty material furnished to Contractor by any such manufa turer but Contractor undertakes no responsibility for the fulfillm nt of any such warranty Owner by gn ng below acknowledges and consents to the terms of the above listed warranty including the binding arb tr tion pro vision contained herein. Joyce C Barry

ACCESS. From time to time and just prior to the closing, the Buyer or the Buyer s agent shall inspect the house However if the Buyer enters upon the property during the course of the construction it is understood that they do so at their own risk, and Buyer hereby releases Contractor and does hereby indemn fy and hold Contractor harmless from any and all claims for injury or damage to their person or property and to the person or property of any agent, employee, or invitee of Buyer or of any other person accompanying Buyer Buyer shall not in any manner interfere with work on the job with any subcontractor or workmen, or with Contractor s progress hereunder Th Buyer w ll not communicat directly w th Contractor s workmen employees, agents, or subcontractors regarding the means method or manner in which they are to perform their work. At th tim of the final inspection, the Buyer will give to the Contractor a signed punch list" that identifies any alleged deficiencies in workmanship or material The Contractor shall correct any items on the Buyer's punch list" that are deficient in workmanship and/or materials according to the Building Code standards of construction relevant to th muni pality/county and the period of time in which the house is built. The Contractor shall correct those defects within a reasonabl period of time The Contractor s obl gation to correct any defects shall not be grounds for postpon g, no delaying the closing, nor for imposing any condit ons upon the closing not specified in this contract.

MULTIPLE OWNERS. Should more than one Buyer be involved in this contract, either party may sign amendments exclusions and their signature binds the other In the use of the words Buyer or Buyers, herein any reference to the singular will mean the plural, if appropriate, and any referenc to th singular will include the plural if appropriate

ADJUSTMENTS. Taxes water rents sewer charges and utilities shall be adjusted as of the date of the delivery of the deed.

INSURANCE. For the benefit of both parties as their interests may appear the Contractor shall maintain fire and general builder s risk insurance upon the entire structure to on hundred (100%) of the insurable value thereof The Contractor shall maintain such insurance as is required by statute to protect him from claims under Workers Compens tion Acts.

FIRE OR CASUALTY. In case the property herein referred to is destroyed wholly or partially by fire other casualty prior to del ery of deed, Buyer or Contractor shall have the option for (10) days after notice of such to terminate this contract Upon such termination the earnest money depos t of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder If neither Buyer or Contractor elects to terminate th contract, the parties shall proceed thereunder

INSULATION. (A) Exterior walls according to the manufacturer s specificat ons Installed (B) Ceilings according to the manufacturer s specifications R-30 (C)Floors according to the manufacturer s specif cations installed

ENTIRE AGREEMENT: This contract (including the documents incorporated by reference pursuant to this contract) constitutes the entire agreement between the parties and it supersedes all prior or contemporaneous agreements and understandings whether written o oral This contract may be changed only by a written contract amendment signed by all parties to this contract. Th contract shall be binding upon each of the parties respective heirs, executors administrators, successors, and assigns However this contract shall not be assigned without the written consent of ll parties Each provision of this contract is separable from every other provision of the ontract, and if any provision is unenforceable or revised, the remainder of the contract will remain valid and enforceable. The provisions of this contract shall survive the execution and deliv ry of th deed and shall not be merged therein.

We, the undersigned, have read and understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT THIS DAY AND YEAR 3/16/06

Signed, Sealed and Delivered in the presenc of

GILBERT A. GOODWIN CONTRACTOR, INC

BY: Gilbert A Goodwin, Jr
GILBERT A GOODWIN ~~PRESIDENT~~ Contractor, Inc

WITNESS AS TO SELLER 11:35PM 3/16/06

Joyce C Barry 3/16/06
PURCHASER SS#

WITNESS AS TO SELLER 3:15PM 3/16/06

WITNESS AS TO PURCHASER

PURCHASER SS#

WITNESS AS TO PUCHASER

(52)

OMB NO 2502-0265

A	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1 ☐FHA 2 ☐FmHA 3 ☐CONV UNINS 4 ☐VA 5 ☐CONV INS 6 FILE NUMBER RE-06 505 / 7 LOAN NUMBER 8 MORTGAGE INS CASE NUMBER

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.*

1D 3/98 (FULCHER WILFRED PFDRE-06-505/12)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Wilfred L. Fulcher and Nancy B Fulcher [redacted]	Pomcreek Builders Inc 344 Carola Lane Lexington SC 29072	Cash Transaction

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 0999504	I SETTLEMENT DATE
[redacted] Richland County South Carolina	Harrell & Associates P A. PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	April 21 2006

J SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER S TRANSACTION		
100 GROSS AMOUNT DUE FROM BORROWER			**400 GROSS AMOUNT DUE TO SELLER**		
101 Contract Sales Price		350 000 00	401 Contract Sales Price		350 000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		1 360 00	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in advance			*Adjustments For Items Paid By Seller in advance*		
106 City/Town Taxes	to		406 City/Town Taxes	to	
107 County Taxes	to		407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		351 360 00	*420 GROSS AMOUNT DUE TO SELLER*		350 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit or earnest money		1 000 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)			502 Settlement Charges to Seller (Line 1400)		18,920 00
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage		
205			505 Payoff of second Mortgage		
206			506 Deposit retained by seller		1 000 00
207			507		
208			508		
209			509		
Adjustments For Items Unpaid By Seller			*Adjustments For Items Unpaid By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 County Taxes	01/01/06 to 04/21/06	229 72	511 County Taxes	01/01/06 to 04/21/06	229 72
212 Assessments	to		512 Assessments	to	
213			513		
214			514		
215			515		
216			516 ESCROW AGREEMENT		30 000 00
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		1 229 72	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		50 149 72
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		351 360 00	601 Gross Amount Due To Seller (Line 420)		350 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(1 229 72)	602 Less Reductions Due Seller (Line 520)		(50 149 72)
303 CASH (X FROM) (TO) BORROWER		350 130 28	*603. CASH (X TO) (FROM) SELLER*		299 850 28

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

I HAVE CAREFULLY REVIEWED THE HUD-1 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 THE HUD 1 SETTLEMENT STATEMENT

Borrower Wilfred L Fulcher

Wilfred L Fulcher

Nancy B Fulcher

Nancy B Fulcher

Seller Pomcreek Builders Inc

BY [signature]
President

ATTEST

Secretary/Treas or

TO THE BEST OF MY KNOWLEDGE THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

Harrell & Associates P A.
Settlement Agent

WARNING IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT FOR DETAILS SEE TITLE 18 U S CODE SECTION 1001 & SECTION 1010