4653

RECEIVED
JUN 01 2009
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 VII of VIII
(Pages 2953 - 3444)

A Camden Lewis
Keith M Babcock
Brady R Thomas
LEWIS & BABCOCK, L L P
1513 Hampton Street
Post Office Box 11208
Columbia, South Carolina 29211
Telephone (803) 771-8000
Facsimile (803) 733-3534

ATTORNEYS FOR THE APPELLANT

Glenn E Bowens Esquire
Anthony S H Catone, Esquire
POPE & BOWENS, P A
Post Office Box 665
Blythewood, SC 29016
Telephone (803) 714-7766
Facsimile (803) 714-0775

ATTORNEYS FOR RESPONDENTS

Glenn E Bowens, Esquire
Post Office Box 665
Blythewood, SC 29016
803 714 7766
803 714 0775

Charles E Carpenter, Jr , Esquire
Carpenter Appeals & Trial Support, LLC
1201 Main Street, Suite 980
Columbia, SC 29201
803 758 2886

ATTORNEYS FOR RESPONDENTS

INDEX

Volume I (pp 1 - 492)

Order Denying Post Trial Motions as to the Cause of Action for Tortious Interference with a Contract 1

Order Denying Post Trial Motions as to the Cause of Action for Breach of Contract Accompanied by a Fraudulent Act dated April 8, 2008 2

Jury Verdict Form 3

Form Order/Judgment filed November 8, 2007 5

Complaint 6

Answer and Counterclaim 11

Amended Complaint 17

Amended Answer and Counterclaims 27

Transcript of Pre-Trial Motions 49

Opening Statements
- Counsel for Respondents, Anthony S H Catone 101
- Counsel for Appellants, Keith M Babcock, 107

Testimony of D Melton
- Direct Examination by Counsel for Respondents, Glenn E Bowens 118
- Cross Examination by Counsel for Appellants, Keith M Babcock 226
- Redirect Examination by Counsel for Respondents, Glenn E Bowens 299
- Recross Examination by Counsel for Appellants, Keith M Babcock 315

Testimony of Margie Simkins
- Direct Examination by Counsel for Respondents, Glenn E Bowens 331
- Cross Examination by Counsel for Appellants, Keith M Babcock 337

Testimony of Darlene Ivey
- Direct Examination by Counsel for Respondents, Glenn E Bowens 340

Testimony of Rick Maxheimer
- Direct Examination by Counsel for Respondents, Glenn E Bowens 348
- Cross Examination by Counsel for Appellants, Brady R Thomas 364
- Redirect Examination by Counsel for Respondents, Glenn E Bowens 377

Recross Examination by Counsel for Appellants, Brady R Thomas 381

Testimony of W P Melton
Direct Examination by Counsel for Respondents, Glenn E Bowens 386
Cross Examination by Counsel for Appellants, Keith M Babcock 402
Redirect Examination by Counsel for Respondents, Glenn E Bowens 416
Recross Examination by Counsel for Appellants, Keith M Babcock 422

Testimony of P Lynn Richards
Direct Examination by Counsel for Respondents, Glenn E Bowens 434
Cross Examination by Counsel for Appellants, Keith M Babcock 455

Volume II (pp 493 - 984)

Testimony of P Lynn Richards (continued)
Redirect Examination by Counsel for Respondents, Glenn E Bowens 504
Recross Examination by Counsel for Appellants, Keith M Babcock 512

Testimony of Allen Wise
Direct Examination by Counsel for Respondents, Glenn E Bowens 523
Cross Examination by Counsel for Appellants, Keith M Babcock 525

Testimony of John Quinn
Direct Examination by Counsel for Respondents, Glenn E Bowens 526
Cross Examination by Counsel for Appellants, Brady R Thomas 560
Redirect Examination by Counsel for Respondents, Glenn E Bowens 605
Recross Examination by Counsel for Appellants, Brady R Thomas 641

Testimony of Ann Melton
Direct Examination by Counsel for Respondents, Glenn E Bowens 643

Motions at Conclusion of Plaintiffs' Case in Chief
Motion for Directed Verdict as to Phase IV Damages 645
Motion for Directed Verdict on Conversion Cause of Action 651
Motion for Directed Verdict on Tortious Interference with a Contract Cause of Action 678
Motion for Directed Verdict on Breach of Contract Accompanied by Fraudulent Act Cause of Action 700
Motion for Directed Verdict as to Phase II and Phase III Damages 711

Testimony of Carrie Hower
Direct Examination by Counsel for Appellants, Brady R Thomas 712
Cross Examination Counsel for Respondents, Glenn E Bowens 734
Redirect Examination by Counsel for Appellants, Brady R Thomas 741

Testimony of Patrick Kirk
Direct Examination by Counsel for Appellants, Brady R Thomas 742
Cross Examination Counsel for Respondents, Glenn E Bowens 757
Redirect Examination by Counsel for Appellants, Brady R Thomas 768

Testimony of Ron Spence
Direct Examination by Counsel for Appellants, Brady R Thomas 772
Cross Examination by Counsel for Respondents, Glenn E Bowens 780

Testimony of Stephen Lipscomb
Direct Examination by Counsel for Appellants, Keith M Babcock 788
Cross Examination Counsel for Respondents, Glenn E Bowens 872

Volume III (pp 985 - 1476)

Testimony of Mary Ouzts
Direct Examination by Counsel for Appellants, Keith M Babcock 1025
Cross Examination Counsel for Respondents, Glenn E Bowens 1071
Redirect Examination by Counsel for Appellants, Keith M Babcock 1097

Motions at Conclusion of Testimony
Plaintiffs' Motion for Directed on Liability for Breach of Contract 1104
Motion for Directed Verdict as to on Phase IV Damages 1111
Motion for Directed Verdict on Tortious Interference with a Contract Cause of Action 1112
Motion for Directed Verdict on Breach of Contract Accompanied by a Fraudulent Act Case of Action 1123
Motion for Directed Verdict as to Phase II and Phase III Damages 1127

Discussion Regarding Verdict Form 1135

Jury Charge Conference 1142

Instructions to Jury Concerning Closing Arguments 1160

Closing Arguments
Counsel for Respondents, Anthony S H Catone 1162
Counsel for Appellants, Keith M Babcock 1196
Counsel for Respondents, Anthony S H Catone 1224

Jury Charge 1237

Objection to Jury Charge 1268

Court's Exhibits

1	Jury Note	1290
2	Jury Note	1291
3	Deposition of Ronnie Colson	1292
4	DVD of Deposition of Ronnie Colson	Will Be Provided to Court
5	Deposition of Stephen Lipscomb	1430

Volume IV (pp 1477 - 1968)

Court's Exhibits (continued)

6	Juror Question	1766

Plaintiffs' Exhibits

1	Development & Marketing Agreement, Courtyards	1767
2	Development & Marketing Agreement, Phase 4	1773
3	Sales Contract dated August 8, 2000	1777
4	Deed	1781
5	Mortgage with Satisfaction	1783
6	Richland County Planning & Development Letter	1784
7	Permits for Courtyards	1785
8	Dutch Fork Development Group List of Services	1791
9	Newman Construction Contract dated October 26, 2001	1793
15	NBSC Loan Spread Sheet	1812
16	Borrower Statement	1813
17	C Lewis Letter dated May 28, 2004	1814
18	C Lewis Fax dated November 1, 2004	1815
19	Newman Construction Company Invoice	1817
20	Revised Proposal for Road Repair dated September 25, 2003	1818
21	Revised Proposal for Road Repair dated August 1, 2003	1819
27	Letts Letter dated June 13, 2002	1820
28	Newman Construction Letter dated October 22, 2001	1824
29	Newman Construction Fax dated August 2, 2002	1825
30	NBSC Construction Draw Check dated January 23, 2003	1826
31	NBSC Construction Draw Check dated January 23, 2003	1827
32	Memo from M Simkins dated January 30, 2002	1828
33	Memo from M Simkins dated January 16, 2002	1829
34	C R Jackson Letter dated September 6, 2002	1830
36	Letts Letter dated September 24, 2002	1831
37	Letts Letter dated October 17, 2002	1832
38	Newman Construction Letter dated September 20, 2002	1833
39	Steve Lipscomb Letter dated October 18, 2002	1834
40	Newman Construction Letter dated October 21, 2002	1835
41	Letts Fax dated April 25, 2002	1836
43	Letts Letter dated October 12, 2002	1837
45	Deed, Lot 14	1838
46	HUD Statement, Lot 15	1842
47	HUD Statement, Lot 57	1844

48	Title to Real Estate	1846
63	Loan Agreement dated November 19, 2001	1850
64	Richland County Inspection Diary dated October 15, 2003	1865
65	Newman Construction Company Fax dated October 27, 2003	1866
66	K&L Profitability Chart of January 1, 2004 to December 31, 2004	1872
68	NBSC Commitment Letter dated August 1, 2001	1873
69	NBSC Promissory Note dated November 19, 2001	1876
70	NBSC Mortgage dated November 19, 2001	1880
71	Richland County Inspection Diary dated December 11, 2001	1894
72	Richland County Inspection Diary dated January 10, 2002	1895
73	Richland County Inspection Diary dated January 17, 2002	1896
74	Newman Construction Fax dated January 29, 2002	1897
75	Richland County Inspection Diary dated January 29, 2002	1901
76	Richland County Inspection Diary dated February 13, 2002	1902
77	Richland County Inspection Diary dated February 5, 2002	1903
78	Richland County Inspection Diary dated February 19, 2002	1904
79	Richland County Inspection Diary dated March 6, 2002	1905
80	Newman Construction Company Fax	1906
81	Richland County Inspection Diary dated March 20, 2002	1909
82	Richland County Inspection Diary dated April 17, 2002	1910
83	Richland County Inspection Diary dated April 23, 2002	1911
84	Richland County Inspection Diary dated April 30, 2002	1912
85	Newman Construction Company Fax dated May 10, 2002	1913
86	Newman Construction Company Fax dated May 17, 2002	1916
87	Richland County Inspection Diary dated May 8, 2002	1918
88	Newman Construction Company Fax dated May 21, 2002	1919
89	PSI Fax dated May 24, 2002	1922
90	Richland County Inspection Diary dated May 28, 2002	1926
91	Richland County Engineering dated May 13, 2002	1927
92	Richland County Engineering dated June 14, 2002	1928
93	Letts Report of June 6, 2002	1929
94	Letter of Newman Construction Company dated August 19, 2002	1930
96	Danny White Letter dated January 24, 2002	1932
97	Danny White Letter dated March 18, 2002	1934
98	Danny White Letter dated March 27, 2002	1936
99	Danny White Letter dated June 21, 2002	1938
101	NBSC Construction Draw Check List dated July 10, 2002	1940
102	Construction Draw CheckList	1941
103	Memo from M Simkins dated January 26, 2002	1942
104	Memo from M Simkins dated March 26, 2002	1943
105	Memo from M Simkins dated June 6, 2002	1944
106	Memo from M Simkins dated July 18, 2002	1945
107	Memo from M Simkins dated August 16, 2002	1946
108	Memo from M Simkins undated	1947
109	NBSC Commitment Letter Dated November 12, 2004	1948
110	AIA Document/Contract	1951
115	Richland County Letter	1958
117	Change Orders Notebook	1960

Volume V (pp 1969 - 2460)

118	Pay Applications	2104
123	Essex Contract	2210
124	Lot Deeds, Phases I and IV	2215
125	Lot Files, Phase I	2362

Volume VI (pp 2461 - 2952)

125	Lot Files, Phase I (continued)	2461

Volume VII (pp 2953 - 3444)

126	Lot Files, Phase IV	3017
127	Accounting Records	3231
128	Accounting Records	3236
129	Accounting Records	3249
129A	Accounting Records	3250
129B	Accounting Records	3251
129C	Accounting Records	3252
129D	Accounting Records	3253
130	Letts Finance Charge Documents	3254
131A	K&L Contracting Records	3297
131B	K&L Contracting Records	3298
131C	K&L Contracting Records	3299
131D	K&L Contracting Records	3300
132	Lewis & Babcock Documents	3301
133	Personal Expense Documents	3310
134	American Amusement Documents	3348
135	John Deere Records	3349
136	Cash Payment Records	3363
137	NBSC Overdraft Charge Records	3411

Volume VIII (pp 3445 - 3843)

138	NBSC Overdraft Charge Records	3590
141	Cost Analysis Chart	Oversized - Will Be Provided to Court
142	DFR Commissions Chart	Oversized - Will Be Provided to Court
143	Schedule of Money Due	Oversized - Will Be Provided to Court
144	Development Chart	Oversized - Will Be Provided to Court
147	Lost Sales Chart	Oversized - Will Be Provided to Court
148	K&L Purchases Chart	3716
149	First Year Sales Chart	3717
151	Phot of Entrance to Courtyards	Oversized - Will Be Provided to Court
152	Photo of Team Builder Sign	Oversized - Will Be Provided to Court
155	Photos of Home	Oversized - Will Be Provided to Court
157	Lipscomb Financial Statement dated March 20, 2006	3718
158	Lipscomb Financial Statement dated September 3, 2004	3724

Defendants' Exhibits

1	Pro Forma	3730
2	Budget Document dated January 18, 2002	3733
3	Budget Document undated	3734
4	Maxheimer Letter dated June 2003	3735
5	CMLS Listings	3737
6	Courtyards at Rolling Creek Depiction	3739
7	Invoice Ron Spence	3740
8	Accounts Chart	3741
9	Summary of Costs Chart	3742
10	Income Phase IV	3743

Special Interrogatories 3744

Motions

As to the Cause of Action for Tortious Interference with a Contract) Defendant Stephen E Lipscomb's Motion for Judgment Notwithstanding the Verdict, for Nisi Remittur or in the Alternative a New Trial Absolute, or a New Trial upon the Facts 3745

Memoranda

Plaintiffs' Memorandum in Opposition to Defendants' Motion for Reconsideration of Punitive Damages or in the Alternative for a New Trial Absolute Because of the Impropriety of Punitive Damages 3764

Plaintiffs' Memorandum in Opposition to Defendant's Motion as to the Cause of Action for Tortious Interference with a Contract for Judgment Notwithstanding the Verdict, for Nisi Remittur or in the Alternative a New Trial Absolute, or a New Trial upon the Facts 3773

Plaintiffs' Memorandum in Opposition to Defendant SEL Properties, LLC's Motion for Judgment Notwithstanding the Verdict or in the Alternative for New Trial Absolute 3794

Notice of Appeal 3800

Certificate of Counsel 3804

Supplement to Record on Appeal

Plaintiffs' Exhibits

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

L SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL COMMISSION Based on Price	$ 350 000 00 @ 5 0000 % 17,500 00		
Division of Commission (line 700) as Follows			
701 $ 8 750 00 to Dutch Fork Realty			
702. $ 8 750 00 to Asset Realty			
703 Commission Paid at Settlement			17 500 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 Prem um 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 C ty/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	65 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	295 00	
(includes above item numbers)			
1108 Title Insurance	to Southland Title	855 00	
(includes above item numbers)			
1109 Lender's Coverage	$		
1110 Owner's Coverage	$ 350 000 00 855 00		
1111 Copies Postages Fax Fees	to Harrell & Associates P.A.	20 00	
1112 UPS Fee (Loan Package)			
1113 UPS Fee (Payoff)			
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 1 295 00 Mortgage			1,295 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)		1 360 00	18 920 00

By signing page 1 of the statement, th ignatorie acknowledge receipt of completed copy of page 2 of this two page tatement.

Certified to be a true copy
Substitute 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 O FILE A RETURN A NEGLIGE CE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES HAT IT HAS NOT BEEN REPORTED YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER F 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 xchange of certain eal stat the person responsible for closing real estat transaction must report the real est te proceed to the Internal Revenue Service and must furnish this tatement to you T determine if you have to report the sale or exchange of your main home on your tax return see the 2008 Schedule D (Form 1040) instructions. If the real state wa not your main home report the ansaction on Form 4797 Sale of Business Property Form 6252 Installment Sale Income and/or Schedule D (Form 1040) Capital Gains and L sses You may hav to recapture (pay back) all or part of Federal mortgage subsidy If all the following apply) You received loan provided from th proceeds f qualified mortgage bond or you received a mortgage credit certificate b) Your original mortgage loan was provided after 1990 and) You sold or disposed of your hom at gain during the first 9 year after you received th Federal mortgag subsidy This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy nd Pub 523 Selling Your Home.

If you hav already paid the eal estate tax for the period that includes the sale date, subtract the amounts on Lines 406 407 & 408 from the amount already paid to determine your deductible real estate tax But if yo have already deducted the eal estat tax in prior year generally report thi amount as income on the "Other Income line of Form 1040 For more information se Pub 523

For Paperwork Reduction Act Notice see the 2008 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 BE OW ON TH S STATEMENT IS MY CORRECT TAXPAYER IDENTIF CATION NUMBER

Seller Signature	Seller's Sign tur	Seller's Signatur	Sell r's Signatur
TaxID/SSN	TaxID/SSN	TaxID/SSN	TaxID/SSN

DUTCH FORK REALTY LLC COPIES

L52

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 10th day of February year 2006
by WILFRED L AND NANCY B. FULCHER Purchaser(s)
to POMCREEK BUILDERS, 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 _____ County South Carolina and being described as follows LOT 52
Street _____ City IRMO Zip 29063
TMS# _____ Subdivision COURTYARDS AT ROLLING CREEK

3 PRICE The sales price is $ 350 000 to be paid as follows
A $ 1000 00 Earnest money paid by [ ] cash, [X] check [ ] other, held in trust by POMCREEK BUILDERS INC
B $ _____ Additional earnest money to be deposited with _____ prior to _____
C $ 349,000 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 [X] CASH (No Financing Required) [ ] LOAN ASSUMPTION (see addendum for loan assumption) OTHER TERMS CASH AT CLOSING

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 N/A
PMI, FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the N/A
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 $ N/A

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 WLF, NBF DATE _____ HAVE READ THIS PAGE. Seller's Initials (BSS/____) DATE 2/10/06 HAVE READ THIS PAGE

7. ADDITIONAL CONTINGENCIES

102 SAVANNAH BRANCH TRAIL

[X] Complete the sale and closing of Purchaser's property located at 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 PURCHASER AGREES TO PERMIT SELLER CONTINUE MARKETIN

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

[X] Other SHOULD THE SELLER RECEIVE A NON-CONTINGENT OFFER THAT EQUAL OR BETTER THE PURCHASERS HOME WITH AND HEREIN AGREEMENT, THE SELLER SHALL GIVE PURCHASER 48 HOURS TO REMOVE #7 CONTINGENCY OR THIS OFFER IS CONSIDERED VOID THEREAFTER

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

Purchaser's Initials ( ) DATE 2/10/06 HAVE READ THIS PAGE Seller's Initials ( ) DATE 2/10/06 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 [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 $ _____ per QT 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 WILFRED L. AND NANCY B. FLICKER and delivered to stipulated place of closing This transaction shall be closed on or before APRIL 4, 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, TWO, THREE AND 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 _____ DATE _____ HAVE READ THIS PAGE. Seller's Initials (BCA/____) DATE 2/14/06 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~~ BROKERS 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 [X] will [ ] will not be deposited into an interest bearing account with the interest accruing to the benefit of the ~~Broker~~ BROKERS

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~~ BY closing by the SELLER in the amount of $ [redacted] and provided by 2-10 Home Warranty Company and written through the ~~Broker~~ CONTRACTING AGENCY - BUILDER

25 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 00 o clock P m (ET) on FEB 11, 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 (MLK 2/10/06 MY) DATE _____ HAVE READ THIS PAGE Seller's Initials (BB/___) DATE 2/10/06 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 WILFRED L FULCHER	Date 2/10/06	SSN 226-44-3895
Witness as to Purchaser	Purchaser NANCY B FULCHER	Date 2/10/06	SSN 227 52-0579
Witness as to Seller	Seller Pomcreek Builders, Inc.	Date	SSN
Witness as to Seller	Seller by Bob Sass	Date 2/10/2006	SSN 57-1064562
D. MELTON Listing Agent	DUTCH FORK REALTY LLC Office		622-2080 Telephone Number
ROBBY MILAM Selling Agent	ASSET REALTY, INC Office		237-4885 Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 5:00 **O CLOCK** P **M. (ET) ON** Feb 10, 2006 **(DATE)**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

A. HUD-1 UNIFORM SETTLEMENT STATEMENT

B. Type of Loan			
1.[ ] FHA 2.[ ] FmHA 3.[ ] Conv. Unins 4.[ ] VA 5.[X] Conv. Ins.	6. File Number J04-1450	7. Loan Number	8. Mortgage Insurance Case Number

C. NOTE: This form furnishes a statement of 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 for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name, Address & TIN of Seller	F. Name & Address of Lender
Stonendge Builders LLC	SEL Properties, LLC	TierOne Bank 1235 N Street Lincoln NE 65801
G. Property Location. Lot 63 The Courtyards Irmo SC	TIN of Seller Place of Settlement 1704 Main Street 2nd Floor Columbia, South Carolina 29201	H. Settlement Agent Gary H. Johnson II I. Settlement Date Sep 24, 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. Borrower's settlement charges (line 1400)	4,010.80	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	0.00	406. City/town taxes to	0.00
107. County taxes to	0.00	407. County taxes to	0.00
108. Assessments to	0.00	408. Assessments to	0.00
109. to	0.00	409. to	0.00
110.		410.	
111.		411.	
112.		412.	
113.		413.	
120. Gross Amount Due from Borrower	44,010.80	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. Deposits or earnest money	1,000.00	501. Excess deposit (see instructions)	1,000.00
202. Principal amount of new loan(s)	0.00	502. Settlement charges to seller (line 1400)	228.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage to National Bank of SC	32,000.00
205. Closing Advance	42,737.74	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	0.00	510. City/town taxes to	0.00
211. County taxes 1/1/04 to 12/31/04	273.06	511. County taxes 1/1/04 to 9/24/04	273.06
212. Assessments to	0.00	512. Assessments to	0.00
213. to	0.00	513. to	0.00
214.		514.	
215.		515. 2003 Lot Taxes	374.31
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/for Borrower	44,010.80	520. Total Reduction Amount Due Seller	33,875.37
300. Cash at Settlement From/to Borrower		600. Cash at Settlement To/from Seller	
301. Gross amount due from borrower (line 120)	44,010.80	601. Gross amount due to seller (line 420)	40,000.00
302. Less amounts paid by/for borrower (line 220)	44,010.80	602. Less reductions in amount due seller (line 520)	33,875.37
303. Cash [X] from [ ] to Borrower	0.00	603. Cash [X] to [ ] from Seller	6,124.63

Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, & I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is 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 to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your 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.

SEL Properties, LLC (Seller)

SEL Properties, LLC (Seller)

6060

© ThorpeForms.com

10/05/04 16:32 FAX 8032823520 PAGE 01 005

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 @	%				
Division of Commission (line 700) as follows						
701.						
702						
703. Commis on paid at Settlement						0.00
704						
800 Items Payable n Connection with Loan						
801. Loan Origination Fee to Midland Mortgage					2,488.00	
802. Loan Discount						
803. Appraisal Fee to Midland Mortgage					200.00	
804 Credit Report						
805. Inspection Fee to Inspection Fee to Midland Mortgage					250.00	
808 Mortgage Insurance Application Fee						
807. Flood Certification to Midland Mortgage					25.00	
808						
809						
810						
811.						
812.						
813.						
814						
900. Items Required by Lender to Be Paid in Advance						
901 Interest from	to	@ $	per day		0.00	
902. Mortgage Insurance Premium for						
903. Hazard Insurance Premium for						
904						
905.						
1000 Reserves Deposited with Lender						
1001. Hazard insurance	months @ $		per month			
1002. Mortgage insurance	months @ $		per month		0.00	
1003. City property taxes	months @ $		per month		0.00	
1004. County property taxes	months @ $		per month			
1005. Annual assessments	months @ $		per month		0.00	
1006.	months @ $		per month		0.00	
1007						
1008						
1009. Aggregate Accounting Adjustment						
1100. Title Charges						
1101. Settlement/closing fee						
1102. Abstract/title search						
1103. Title examination						
1104. Title insurance binder to						
1105. Document preparation to MMRML						50.00
1106. Notary fees						
1107. Attorney's fees to MMRML					300.00	
(includes above item numbers						
1108. Title Insurance to Enterprise Title					561.80	
(includes above item numbers						
1109. Lender's coverage						
1110. Owner's coverage						
1111						
1112						
1113.						
1200. Government Recording and Transfer Charges						
1201. Recording Deed 10.00	Mortgage 20.00		Release 5.00		30.00	5.00
1202. City/county tax/stamps. Deed 148.00	Mortgage				148.00	148.00
1203. State tax/stamps Deed	Mortgage				0.00	
1204						
1205						
1206.						
1300. Additional Settlement Charges						
1301. Survey						
1302. Pest Inspection						25.00
1303. Fed Ex Fee to MMRML						
1304.						
1305.						
1306						
1307						
1308						
1400. Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)					4,010.80	228.00

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.

Seller — SEL Properties LLC

Borrower — Stoneridge Builders LLC

Seller — SEL Properties LLC

Borrower — Stoneridge Builders, LLC

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is 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.

Settlement Agent — Gary H. Johnson II

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.

© ThorpeForms.com

The Courtyards
At
Rolling Creek
Phase I

This contract made between Stoneridge Builders LLC, 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 53 Block ____, Phase 1-A, 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

1

5698

** 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 Stoneridge Builders LLC
And be delivered at the office of Gary Johnson
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

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 $2,000 Landscaping allowance at closing, JA 8/24/04

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Stonewater Builders LLC
By [signature] 8/24/2004
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone - Home

City State, Zip Code

SEL Properties LLC

By [signature]

(As to Seller)

Its [signature]

5700

(53)

OMB NO 2502 0265

A	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1 ☐FHA 2 ☐FmHA 3 ☐CONV UNINS 4 ☐VA 5 ☐CONV INS
SETTLEMENT STATEMENT	6 FILE NUMBER RE-05 1487 / 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 (TOKAR RICHARD MCCASKIL PFD/RE-05-1 07/21)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Richard E Tokar and McCaskill Irmo SC 29063	Stonerdge Builders LLC	
G PROPERTY LOCATION Irmo SC 29063 Richland County South Carolina	H SETTLEMENT AGENT 57 0999504 Harrell & Associates P A PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	I SETTLEMENT DATE December 13 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	328 000 00	401 Contract Sales Price	328 000 00
102 Pe sonal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	1,438 80	403	
104		404	
105		405	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Selle n advance*	
106 City/Town Taxes to		406 City/Town Taxes to	
107 County Taxes 12/14/05 to 01/01/06	11 04	407 County Taxes 12/14/05 to 01/01/06	11 04
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	329 449 84	*420 GROSS AMOUNT DUE TO SELLER*	328 011 04
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**	
201 Deposit or earnest money	100 00	501 Excess Deposi t (See Instructions)	
202 Principal Amount of New Loan(s)		502 Settlement Cha ges to Seller (Line 1400)	21 676 60
203 Exist ng loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first Mortgage to Tie one Bank	248 563 82
205		505 Payoff of second Mortgage	
206		506 Deposit etained by broker	100 00
207		507 Extension Fee to Midland Mortgage Corp	50 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	100 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	270 390 42
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Borrower (Line 120)	329 449 84	601 Gross Amount Due To Seller (Line 420)	328 011 04
302 Less Amount Paid By/For Borrower (L ne 220)	(100 00)	602 Less Reductions Due Seller (Line 520)	(270 390 42)
303 CASH (X FROM) (TO) BORROWER	329 349 84	*603 CASH (X TO) (FROM) SELLER*	57 620 62

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
Richard E Tokar

Jean L McCaskill

Seller Stonerdge Builders LLC
BY

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 $ 328,000 00 @ 6 0000 % 19,680 00		
	Division of Commission (line 700) as Follows		
701	$ 8 200 00 to Dutch Fork Realty Less Deposit Retained 100 00		
702	$ 11 480 00 to Asset Realty		
703	Commission Paid at Settlement		19 580 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	205 00	
1103	UPS FEE (Docs) to Harrell & Associates, P A.	15 00	
1104	Title Insurance Binder to Three Kings Title Insurance Agency	100 00	
1105	Document Preparation to Harrell & Associates, P A		125 00
1106	ALTA Endorsements to Three Kings Title Insurance Agency		
1107	Attorney's Fees to Harrell & Associates, P.A	300 00	
	(includes above item numbers)		
1108	Title Insurance to Three Kings Title Insurance Agency	808 80	
	(includes above item numbers)		
1109	Lender's Coverage $		
1110	Owner's Coverage $ 328 000 00 808 80		
1111	UPS Payoff to Harrell & Associates P.A		25 00
1112			
1113			
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201	Recording Fees Deed $ 10 00 Mortgage $ Releases $	10 00	
1202	C ty/County Tax/Stamps. Deed , Mortgage		
1203	State Tax/Stamps Revenue Stamps 1,213 60 Mortgage		1,213 60
1204	Satisfactions to Richland County Register of Deeds		15 00
1205	Assignment		
1300	**ADDITIONAL SETTLEMENT CHARGES**		
1301	Survey to		
1302	Pest Inspection to		
1303	Walk Gate to Backman Welding, Inc.		583 00
1304	Termite Renewal to Best Exterminating		135 00
1305	Water and Sewer		
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)**	1,438 80	21 676 60

By signing page 1 of this statement, the signatone 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 sales 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 tatement to you. T determine if 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 wa not your main home report the transaction on Form 797 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 all the following apply a) You received loan provided from the proceeds of a qualified mortgage bond or you received mortgage credit certificate, b) Your original mortgage loan was provided afte 1990 and) You sold or disposed of your home t gain during the first 9 y ars 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

If you have already paid the real estate tax for the period that includes the sale date subtract the amounts on Lines 406 407 & 408 from the amount hready paid to determine your deductible real estat tax But if you have already deducted the real state 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 2005 Instruction for Forms 1099 1098 5498 and W-G2.
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	S ller's Signature
Tax ID/SSN:	Tax ID/SSN	Tax ID/SSN	Tax ID/SSN

Lot 54

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: LONG RE 24-65 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
Hunters Reserve Holdings, LLC 107 Savannah Branch Trail Irmo SC 29063	SEL Properties, LLC	Regions Bank

G PROPERTY LOCATION	H. SETTLEMENT AGENT: 20-0031189 Player Law Firm LLC PLACE OF SETTLEMENT	I SETTLEMENT DATE:
Richland County South Carolina	121 E. Curtiss Conte Drive Suite 218 Columbia, SC 29210	February 7 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		44 000 00	401 Contract Sales Price		44 000 0
102 Personal Property			402 Personal Property		
103 Settlement Charges Borrower (Line 1400)		4 094.25	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		48,094.25	420 GROSS AMOUNT DUE TO SELLER		44 000 0
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500 REDUCTIONS IN AMOUNT DUE TO SELLER		
201 Deposit or earnest money		4 400.00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)		230,800.00	502 Settlement Charges to Seller (Line 1400)		687 0
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to NBSC		32,000 0
205			505 Payoff of second Mortgage		
206			506 Deposit retained by seller		4 400 0
207 Construction Draw		43,644 63	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 02/08/05	49.62	511 County Taxes 01/01/05	to 02/08/05	49.62
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		48 094.2	520 TOTAL REDUCTION AMOUNT DUE SELLER		37 136.2
300 CASH AT SETTLEMENT FROM/TO BORROWER			600 CASH AT SETTLEMENT TO/FROM SELLER		
301 Gross Amount Due From Borrower (Line 120)		48 094.25	601 Gross Amount Due To Seller (Line 420)		44,000
302 Less Amount Paid By/For Borrower (Line 220)		48,094.25	602 Less Reductions Due Seller (Line 520)		37 136
303 CASH (FROM) (TO) BORROWER		0 00	603 CASH (X TO) (FROM) SELLER		6,863

OFN

5312

HUD (3-89) RESPA HD4309.2

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	to			
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origination Fee 1.0000 %	to Three Rivers Mortgage	2,440.00	
802	Loan Discount %	to		
803	Appraisal Fee	to Three Rivers Mortgage	75.00	
804	Appraisal Fee	to Three Rivers Mortgage POC $225.00		
805	Loan Admin/Document Prep Fee	to Regions Bank	50.00	
806	Flood Zone Determination Fee	to Regions Bank	4.50	
807	Express Mail	to Regions Bank	12.75	
808	Administration Fee	to Three Rivers Mortgage	182.75	
809				
810				
811				
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	Interest From 02/07/05 to 03/01/05 @ $ /day (22 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	month @ $ per month		
1002	Mortgage Insurance	months @ $ per month		
1003	City/Town Taxes	month @ $ per month		
1004	County Taxes	month @ $ per month		
1005	Assessments	months @ $ per month		
1006		months @ $ per month		
1007		months @ $ per month		
1008		months @ $ per month		
1100	TITLE CHARGES			
1101	Contract Preparation	to The Player Law Firm, LLC	300.00	
1102	Abstract or Title Search	to The Player Law Firm, LLC	150.00	
1103	Title Examination	to		
1104	Title Insurance Binder	to Player Title Agency	75.00	
1105	Attorney Fee	to The Player Law Firm, LLC	250.00	
1106	Copy/Courier/Wire Fees	to The Player Law Firm, LLC	50.00	
1107	Attorney's Fees	to		
	(includes above item numbers)			
1108	Title Insurance	to Player Title Agency	504.25	
	(includes above item numbers)			
1109	Lender Coverage	$ 250,000.00 504.25		
1110	Owner's Coverage	$		
1111				
1112				
1113				
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Recording Fees Deed $	Mortgage $ Releases $		
1202	City/County Tax/Stamps Deed Stamps	182.80 Mortgage		182.80
1203	State Tax/Stamps: Revenue Stamp	Mortgage		
1204				
1205				
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey	to		
1302	Pest Inspection	to		
1303	Sanitation Processing Fee			
1304	Property Taxes 2004	to Lexington County Treasurer		524.20
1305				
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		4,094.25	887.00

Certified to be a true copy

5313

(54)

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-05 1287 | 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 (PERRY HULEY A PFD/RE-05-1287/18)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Huley A Perry and Leann R Perry	Hunters Reserve Holding LLC	Frist Reliance Bank

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0999504 The Harrell Law Firm	I SETTLEMENT DATE
Richland County South Carolina	PLACE OF SETTLEMENT 118 Columbia Avenue Chapin SC 29036	November 2 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 Co t act Sales Pnce		330,000 00	401 Contract Sales Pr ce		330 000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		5 407 29	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 11/03/05	to 01/01/06	36 19	407 County Taxes	to	
108 Assessments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		335 443 48	*420 GROSS AMOUNT DUE TO SELLER*		330 000 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 Pnnc pal Amount of New Loan(s)		255 000 00	502 Settlement Charges to Seller (Line 1400)		15,226 00
203 Existing loan(s) taken subject to			503 Ex sting loan(s) taken subject to		
204			504 Payoff of first Mortgage to Regions Bank		232 013 36
205			505 Payoff of second Mortgage		
206			506 Deposit retained by broker		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	to		511 County Taxes 01/01/05	to 11/03/05	187 69
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		256 000 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		248 427 05
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		335,443 48	601 Gross Amount Due To Seller (Line 420)		330,000 00
302 Less Amount Paid By/For Borrower (Line 220)		(256 000 00)	602 Less Reductions Due Seller (Line 520)		(248 427 05)
303 CASH (X FROM) (TO) BORROWER		79 443 48	*603 CASH (X TO) (FROM) SELLER*		81 572 95

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 Huley A Perry by Leann R Perry POA — Seller Hunters Reserve Holding, LLC

Huley A Perry

BY

Leann R Perry

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 $ 330,000.00 @ 4.5000 % 14,850.00			
	Division of Commission (line 700) as Follows			
701	$ 7,425.00 to Dutch Fork Realty			
702	$ 7,425.00 to Asset Realty Inc.	Less Deposit Retained 1,000.00		
703	Commission Paid at Settlement			13,850.00
704	to			
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**			
801	Loan Origination Fee 0.5000 %	to First Reliance Bank	1,275.00	
802	Loan Discount %	to		
803	Appraisal Fee	to John S. Hydrick	300.00	
804	Credit Report	to Equifax POC B10.00		
805	Application Fee	to First Reliance Bank	75.00	
806	Administrative Fee	to First Reliance Bank	385.00	
807	Flood Certification Fee	to First American	18.00	
808				
809				
810				
811				
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**			
901	Interest From 11/02/05 to 12/01/05 @ $ /day (29 days @ %)		-40.73	
902	Mortgage Insurance Premium for months to			
903	Hazard Insurance Premium for 1.0 years to State Farm		953.06	
904				
905				
1000	**RESERVES DEPOSITED WITH LENDER**			
1001	Hazard Insurance	2.000 months @ $ 79.42 per month	158.84	
1002	Mortgage Insurance	months @ $ per month		
1003	City/Town Taxes	months @ $ per month		
1004	County Taxes	2.000 months @ $ 287.66 per month	575.12	
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	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		125.00
1106	ALTA Endorsements	to Three Kings Title Insurance Agency		
1107	Attorney's Fees	to The Harrell Law Firm	425.00	
	(includes above item numbers)			
1108	Title Insurance	to Three Kings Title Insurance Agency	888.00	
	(includes above item numbers)			
1109	Lender's Coverage	$ 255,000.00 75.00		
1110	Owner's Coverage	$ 330,000.00 813.00		
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 $	Releases $	10.00	
1202	City/County Tax/Stamps Deed	Mortgage		
1203	State Tax/Stamps Revenue Stamps	1,221.00 Mortgage		1,221.00
1204	Satisfactions	to Richland County Register of Deeds		5.00
1205	POA	to Richland County Register of Deeds	15.00	
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)**		5,407.29	15,226.00

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
Substitute Form 099-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 sales or changes 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 the settlement to you. To determine if you have to report the sale or change of your main home on your tax return, see the 2005 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 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: 1) You received a loan provided from the proceeds of a qualified mortgage bond or you received a 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 Federal mortgage subsidy. You will increase your tax. 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 & 408 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in prior years 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 2005 Instructions for Forms 099, 099R, 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's Signature	Seller's Signature	Seller's Signature
Tax ID/SSN:	Tax ID/SSN:	Tax ID/SSN:	Tax ID/SSN:

TO CHECKLIST

REALTOR®

COPY

ASSET REALTY INC.

EQUAL HOUSING OPPORTUNITY

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 25TH day of SEPTEMBER year 2005
by HALEY A & LEANN PERRY ("Purchaser(s)")
to Eric Deng, GEOFFREY LAKE (OCCIDENTAL / HUNTERS RESERVE HOLDINGS 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 107 Savannah Branch Trail City Irmo Zip 29063
TMS# R02607-08-04 Subdivision COUNTYARDS AT ROLLING CREEK

3 PRICE The sales price is $ ~~375,000.00~~ 330,000 (THREE HUNDRED THIRTY THOUSAND DOLLARS) to be paid as follows

RR HAP 9/26/05 VS OPK 9-26-05

A $ 1000.00 Earnest money paid by [ ] cash [X] check [ ] other held in trust by ANT
B $ 0 Additional earnest money to be deposited with N/A prior to N/A
C $ 0 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 RELIANCE MONTAGE

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 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 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 $ N/A

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 RR HAP) DATE 9/25/05 HAVE READ THIS PAGE. Seller's Initials (GD OPK) DATE 9-26-2005 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

[X] Complete the closing of the sale of Purchaser's property currently under contract on or before OCT 24 2005 Property is located at 105 WILLOW CREEK DR 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 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 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

Purchaser's Initials [illegible] DATE 9/25/05 HAVE READ THIS PAGE Seller's Initials [illegible] DATE 09/26/2005 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 [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 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 [X] has [ ] has not received copy of restrictions/ covenants if applicable

NOT COLLECTED AS OF THIS TIME

(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 N/A has or N/A 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

[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 HULEY A and LEANN PERRY and delivered to stipulated place of closing This transaction shall be closed on or before OCT 24, 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

(1) GAS HOOKUP FOR DRYER IN LAUNDRY
(2) CUT DEAD TREE
(3) DECORATIVE COLUMN IN DINING RM / GREAT RM AT — POSITION LOCATION — PREFERRED BY PURCHASERS
(4) SELLER TO PAY PURCHASER $10,000 LANDSCAPING ALLOWANCE AT CLOSING

9/26/05

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 9/26/05 HAVE READ THIS PAGE. Seller's Initials ( ) DATE 9 26 2005 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 [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 $ TBD and provided by 2-10 Home Warranty Company and written through the SELLER Broker

25 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5.00 o clock P m (ET) on SEPT 26, 2005 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 9-25-05 HAVE READ THIS PAGE Seller's Initials [illegible] DATE 9-26-2005 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 Hulley A Perry III	Date 9/25/05	SSN 249 23 8654
Witness as to Purchaser	Purchaser LeamPerry	Date 9/25/05	SSN 239 04 8568
Witness as to Seller	Seller OCI dba Coastal Construction	Date 9/26/05	SSN 603 05 5504
Witness as to Seller	Seller Victoria P Long Hunters reserve LLC	Date 926-2005	SSN 238-29 4161
D MELTON Listing Agent	Office DUTCH FORK INC		Telephone Number 622-2080
Robby MILAM Selling Agent	Office AMI		Telephone Number 237 - 4885

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 1:50 **O CLOCK** P **M (ET) ON** Sept 26, 2005 **(DATE)**

The Courtyards
at
Rolling Creek
Phase I

This Contract made between JEFF & EMILY TEMPLES,
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 55 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 ---------- $ 44,000
To be paid as follows
Deposit to Dutch Fork Realty LLC (Cash__ or Check X)--- $ 4,400
Balance upon Delivery of Deed as hereinafter provided--- $ 39,600

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 each receive as additional compensation three and one half percent (3 5% each) sales commission based upon the final new home

Construction contract price of the home, which shall include the contract price of the lot payable upon closing of the construction loan

If a lot loan is obtained Purchaser will pay all closing costs and prepaid items

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 Jeff + Emily Temples
And be delivered at the office of Tom Rueke
Or other stipulated place of closing and the transaction shall be closed on or before
March 1, 2005

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

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:

		01/18/05
Witness as to Purchaser	**Purchaser(s)**	**Date**
P.O. Box 513 Chapin SC 29036		
Purchaser's Address		
	345-0536-C 260-0352	
City, State and Zip Code	**Telephone-Home**	
	By	
Witness As to Seller	**SEL Properties, LLC**	

For Dutch Fork Realty, LLC

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: 05-02-073 | 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 3/08 (TEMPLES JEFF (COURTYD).PFD/05-0 -073/4)

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
Jeffrey Temples and Emily Temples Chapin, SC 29036	SEL Properties LLC	Carolina National Bank 1350 Main Street Columbia SC 29201

G. PROPERTY LOCATION	H. SETTLEMENT AGENT 57-0765871	I. SETTLEMENT DATE
Lot 55 10 Irmo SC 29063 Richland County South Carolina Lot Phase	Ellis Lawhorne & Sims P.A. PLACE OF SETTLEMENT 1501 Main Street, 5th Floor Columbia SC 29201	February 24 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	44 000 00	401	Contract Sales Price	44 000 00
102	Personal Property		402	Personal Property	
103	Settlement Charges to Borrower (Line 1400)	4 034 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	48 034 20	420	GROSS AMOUNT DUE TO SELLER	44 000 00
200	AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500	REDUCTIONS IN AMOUNT DUE TO SELLER	
201	Deposit or earnest money	4 400 00	501	Excess Deposit (See Instructions)	
202	Principal Amount of New Loan(s)	200,000 00	502	Settlement Charges to Seller (Line 1400)	634 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	Deposit retained by broker	4 400 00
207	Construction Draw	30 800 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 01/01/05 to 02/24/05	39 61	511	County Taxes 01/01/05 to 02/24/05	39 61
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	35 239 61	520	TOTAL REDUCTION AMOUNT DUE SELLER	37 074 11
300	CASH AT SETTLEMENT FROM/TO BORROWER		600	CASH AT SETTLEMENT TO/FROM SELLER	
301	Gross Amount Due From Borrower (Line 120)	48 034 20	601	Gross Amount Due To Seller (Line 420)	44 000 00
302	Less Amount Paid By/For Borrower (Line 220)	(35 239 61)	602	Less Reductions Due Seller (Line 520)	(37 074 11)
303	CASH (X FROM) (TO) BORROWER	12,794 59	603	CASH (X TO) (FROM) SELLER	6 925.89

HUD-1 (3-86) RESPA, HB4305 2

7512

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ @ % 4,400.			
	Division of Commission (line 700) as Follows:			
701	$ 4 400.00 to Dutch Fork Realty	Less Deposit Retained 4 400 00		
702	$ to			
703	Commission Paid at Settlement			
704	to			
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**			
801	Loan Origination Fee 1 0000 %	to Carolina National Bank	2 000 00	
802	Loan Discount %	to		
803	Appraisal Fee	to McGee Appraisal	350 00	
804	Credit Report	to		
805	Final Inspection Fee	to		
806	Underwriting Fee	to		
807	Flood Certification Fee	to Carolina National Bank	18.00	
808	Tax Service Fee			
809	Lender's Courier Fee			
810	Lender's Wire Fee			
811	Broker/Yield Spread Premium			
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**			
901	Interest From 02/24/05 to 03/01/05 @ $ /day (5 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	Aggregate Adjustment	months @ $ per month		
1100	**TITLE CHARGES**			
1101	Settlement or Closing Fee	to		
1102	Abstract or Title Search	to Professional Title Services, Inc.	233 00	
1103	Title Commitment/Binder	to		
1104	Courier Fee Seller's Payoff	to Ellis Lawhorne & Sims P.A.		15 00
1105	Attorney's Fees	to Ellis Lawhorne & Sims, P.A.	500 00	
1106	Fax, Phone & Courier Fee	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	850 00	
	(includes above item numbers Commitment Fee $150)			
1109	Lender's Coverage	$ 200 000 00 75 00		
1110	Owner's Coverage	$ 300 000 00 825 00		
1111	Wire Fee	Ellis Lawhorne & Sims P.A.		
1112				
1113				
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**			
1201	Recording Fees Deed $ 10 10 Mortgage $ 15 10	Releases $ 12 20	25.20	12 20
1202	City/County Tax/Stamps Deed	48 40 Mortgage		48 40
1203	State Tax/Stamps Revenue Stamps	114 40 Mortgage		114 40
1204	Survey Recording Fee	County Register of Deeds		
1205				
1300	**ADDITIONAL SETTLEMENT CHARGES**			
1301	Survey	to Cox and Dinkins Inc.		
1302	Pest Inspection	to		
1303	2004 Property Taxes	to Richland County Treasurer		294 50
1304				
1305	Homeowner's Warranty			
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		4 034.20	634 50

Certified to be a true copy

(08-0-[illegible]05-02-073/4)

7513

(55)

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained Jeff & Em, H Temple (herein called OWNER) and Dutch Fork Realty LLC (herein called BROKER/LISTING FIRM) agree as follows For the period of time beginning on 7-12-2005 20 05 and ending at midnight on 9-15-05 20 ____ Owner hereby grants to Broker the sole and exclusive right to sell the real property known as 105 Savannah Branch Trail 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 Said property is hereby listed to sell for the gross sale price of $ 316,000 EO or for such other price or upon such o her terms (including exchange) to which owner may subsequently agree during the authonzation period Owner agrees to pay Broker a fee of 7 % 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 a a result of a contract secured during the authonzation penod 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 s fo 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 dunng the authorization penod 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 authonzation period This protection period for the Broker beyond the authon 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 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

D 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 n 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 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 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 wh ch are now attached to or planted on the premises such as shrubbery trees fences shutters blinds lamp posts ma l boxes TV antennas clothes line poles curta 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

I 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 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 PPOPERTY DISCLOSURE FORM as required by SC Code of Laws as amended section 27 50-10 et seq must accompany this list ng (if applicable)

K INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective pur chasers 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 criminat on 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 authorizes Broker the right to display For Sale sign on the property and remove all other signs All signage placed on the listed 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 both 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 Relationships in Real Estate JEE Seller acknowledges that after entering into this written agency contract Agent might request a modification 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 Lam provided with information about the other party to a transaction If I agree I will execute a separate written **Dual Agency Agreement** JEE Permission to act as a **designated agent** will not be considered _____ Permission to act as a **designated agent** may be considered at a time Lam provided with information about the other party o a transaction If I agree I will execute a separate written **Designated Agency Agreement** JEE

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 that 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 not 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 w itten contract for the sale of the property In the event such deposit is forfeited by a prospective Purchaser Broker may etain 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	251 04-2590 SS#	04/13/05 DATE
WITNESS	OWNER	249-06-4828 SS#	4/13/05 DATE
Dutch Fork Realty LLC BROKER S COMPANY	By BROKER S SIGNATURE Agent		4/20/05 DATE

BROKER S MAILING ADDRESS

PHONE _____

OWNER S MAILING ADDRESS

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

Assesso Data View

I f rmat n p ov ded t pag fi ct dat f a d sho ld be use J o eferenc o ly Fo fic l am t form t o plea co tact he R h d C t A sesse s Office.

fo mat p ese t d o the A ... or D taba e i colle t d o g r zed a d p o d d for he con ence of he u er d t d d xcl y fo fo t ip po **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION RISK AND RESPONSIBILITY OF THE USER** Wh e eve y a mp i ad t pro d fo nat hat s ac t t t d t of pub c on portl ns of s ch f rmatio ay be inc ect o ot c e t **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED AS TO ITS ACCURACY COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE** All offic a to d of h Co y a d the ou ty w d el e ed t i as a e n file the e pe t office nd may be ewed by he p b c at thos e office

Owner Information

Tax Map Numbe	R02607 08 03
Owner	HOLTZER KARL W &
Add ess 1	/DON J THOMPSON SURVIVORSI
Address 2	
Add ess 3	
City/State/Zip	IRMO SC 29063
Property Locat on/Code	

Tax Information

Yea	2006
Property T Relief	($541 20)
Local Option Sales Ta Credit	($446 58)
T Amount	$3 286 25
Paid	Yes
Homestead	No
Assessed	$11 750 00

Assessment Info mation

Y Of Asses ment	2007	Legal Residence	Yes
T Distr ct	6UD	Sewer Connection	CITY
Acreage Of Pa cel	0	Water Con ection	CITY
Non Ag c lture Value	$42 000 00	Ag culture Value	$0 00
Build ng Value	$251 800 00	Improvements	$0 00
Market Value	$293 800 00		

Zo ng as of December 31 2006 RS LD SINGLE-FAMILY RESIDENTIAL

Property Information

Legal Desc pti n	LOT 55 118 3X118 8X35 5X115	#SU THE COURTYARDS @ ROLLINC
Land Type		CREEK PHASE I
Area	THE COURTYARDS @ ROLLING CRE	(HWY 176 BROAD RIVER RD)

Sales History

1

Cu nt Owner Name	Sale D te	Va a t or Improved	Deed Book/Page	Sale Price
HOLTZER KARL W &	12/23/2005	I	R1135/ 352	$295 000 00
TEMPLES JEFFREY & EMILY	03/01/2005	V	R1028/ 766	$44 000 00
SEL PROPERTIES LLC	10/06/2000		R0449/ 37	$0 00

Structure Information

1

Building Numbe	Yea St ucture Was Assessed	Building Desc iption	Actu l Yea Bu lt	Numbe Of Bathrooms	Nu be Of Bedrooms	Total Number Of Rooms	Total Nu mber Of Stor ies	Heated Sq e Foot ge	Total Squa e Footage
1	2006	SGL FAM WALL GROUP 3	2005	3 0	4	0	2 0	2635	3513

St uctu e Details

B ild g	Structu e

Exemptions

Exemption	E emption

N ber	Type	[illegible]	Year	Desc ipt on
1	Bu ld g Element	EXTERIOR WALL 1 FACE BRICK VENEER		

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
0205879	10/22/2002	$ 188436 00	$	

NAMES & ADDRESSES

LOCATION 101 Savanah Branch Trl
Richland County SC

TMS # 04-02

USEZONE UNKNOW FLOODZONE No

MOBILE DECAL N

MOBILE MODEL

SUBDIVISION THE COURTYARDS @ ROLLING CREEK

LOT 57

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 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	0	
Back	0	
Sides	0	
Combined	0	
Corner	0	

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 10/22/2002

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http //BuildingDepartment com/projects	0205879	221601

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

printed July 17 2007

Type of Loan					
☐ FHA 2 ☐ FmHA 3 ☐ Conv Uninс ☐ VA 5 ☐ Conv Ins	6 File Number 2002957 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		FIRST CITIZENS BANK 1230 MAIN STREET COLUMBIA, SC 29202

G Property	H Settlement Agent	I Settlement Date
LOT ROLLING CREEK	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 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		0 00	401 Contract sales price		0 00
102 Personal property			402 Personal property		
103 Settlement charges to Borrower (line 1400)		39,436 32	403		
104			404		
105 HOLD		245,763 68	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		285,200 00	420 Gross Amount Due To Seller		0 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)		285,200 00	502 Settlement charges to 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 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		285,200 00	520 Total Reduction Amount Due Seller		0 00
300 Cash At Settlement From/To Borrower			600 Cash At Settlement To/From Seller		
301 Gross Amount due from Borrower (line 120)		285,200 00	601 Gross amount due to Seller (line 420)		0 00
302 Less amt paid by/for borrower (line 220)		(285,200 00)	602 Less reduction in amt due seller (line 520)		(0 00)
303. Cash ☒ From ☐ To Borrower		0.00	603 Cash ☐ To ☒ 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 - (3 86)
RESPA, 24 4305 2

8423

				Funds at Sett ement	Funds at Settlement
70_	$	to			
702	$	to			
703	Comm.ssion paid at settlement				
704.					
800	Items Payab.e in Connection With Loan				
80_	Loan originat.on Fee	%			
802	Loan Discount	%			
803	Appra sa Fee	to FIRST CITIZENS BANK		300 00	
804	Credit report	to			
805	Lender s Inspection Fee				
806	Mortgage Insurance Application Fee to				
807	Assumpt on Fee				
808	LOAN FEE TO FIRST CITIZENS BANK			2,852 00	
809	FLOOD CERT FEE TO FIRST CITIZENS BANK			12.00	
813					
81_					
812					
813.					
814					
815					
900	Items Requi.ed By Lender To Be Pa.d In Advance				
901.	Interest from to @$ /da/				
902	Mortgage Insurance Premi.m for	months to			
903	Hazard Insurance P.emium fo.	years to			
904					
905					
1000	Reserves Deposited With Lender				
100_	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		
100o	Flood Insurance	months @$	per month		
1007.	Sanitary Tax	months @$	per month		
1008	AGGREGATE ACCOUNTING ADJ	months @$	per month	0 00	
1100	Title Charges				
110_	Sett.ement or c.osing fee	to			
1102	Abstract or t.t.e search	to			
1103	T.t.e examinat on	to			
1104.	Title nsurance binder	to			
1105	Document preparat.on	to DOC PREP		75 00	
1106.	Notary fees	to			
1107	Attorney s fees	to TIM QUINN, ATTORNEY AT LAW		350 00	
	(Includes above i.em numbers:	1101-1107	)		
1108	Title nsurance	to PERPETUAL TITLE		718 92	
	(Inc.udes above i.em numbers		)		
1109	Lende. s coverage	$ 285,200 00			
1110	Owner s coverage	$	)		
111_					
1112					
1113					
1200	Government Recording and Transfer Charges				
1201	Recor.ing fees Deed $ 00	,Mortgage $ 20 20	,Releases $ 8 20	28 40	
1202	City/county tax/stamps Deed $	,Mortgage $			
1203	State tax/s.amps Deed $ 00	,Mortgage $ 00			0 00
1204.					
1205					
1300	Add.t.ons. Sett.ement Charges				
130_	Survey to				
1302	Pest .n spec.on to				
1303	NBSC PARTIAL RELEASE			31,600 00	
1304	LOT CLEARING			3,500 00	
1305					
400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			39,436.32	0.00

I have .arefu.y rev.ewed the HUD-. Settlement Statement and to the best of my knowledge and belief it is a t.ue and accurate sta.ement of al. receipts and disbursements made on my account or by me in this transaction I further certify .hat I have ceived a copy of the HUD . Sett.ement Statement

T & L CONTRACTING LLC

Borrowers

Sellers

The HUD . Set.ement Statement wh.ch I have prepared is a true and accurate account of .his transact.on I have caused or will cause the funds to be disbursed in accordance w.th .his sta.emen.

Sett.ement Agen. TIM QUINN ATTORNEY AT LAW

9/30/02

Date

WARNING It is a crime to knowing y make false sta.ements to the Uni.ed States on this or any other simila. orm Penal.ies upon conv c.on can include a .ine or imprisonment For detai.s see T.t.e 18 U S Code Section 1001 and Section 1010

8424

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 03-1142

7 LOAN NUMBER 028055752

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 (03-1142 pfd/03-1142/12)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Katie Cox Irmo SC 29063	K&L Contracting LLC	America s Wholesale Lender 5925 Carnegie Boulevard Ste 230 Charlotte NC 28209

G PROPERTY 1 Irmo SC 29063 Richland County South Carolina	H SETTLEMENT AGENT 57-0948932 White and White Law Offices P C PLACE OF SETTLEMENT 1430 Richland Street Columbia South Carolina 29201	I SETTLEMENT DATE June 25 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	361 000 00	401 Contract Sales Price	361 000 00
102 Personal Property		402. Personal Property	
103 Settlement Charges to Borrower (Line 1400)	11,212.58	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	372 212 58	*420 GROSS AMOUNT DUE TO SELLER*	361 000 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)	
202. Principal Amount of New Loan(s)	322 700.00	502. Settlement Charges to Seller (Line 1400)	6 955 70
203 Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204		504 Payoff of first Mortgage to First Citizens Bank	256 610 02
205		505 Payoff of second Mortgage	
206		506 Deposit retained by broker	500 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 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	323 200 00	*520 TOTAL REDUCT AMT DUE SELLER*	264 065 72
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Borrower (Line 120)	372 212 58	601 Gross Amount Due To Seller (Line 420)	361,000 00
302 Less Amount Paid By/For Borrower (Line 220)	(323 200 00)	602 Less Reductions Due Seller (Line 520)	(264 065 72)
303 CASH (X FROM) (TO) BORROWER	49 012 58	*603. CASH (X TO) (FROM) SELLER*	96 934 28

HUD-1 (3-86) RESPA, HB4305 2

REALTOR®

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement, entered into on this 19 day of May 19 2003 between

Buyer(s) Katie P. Cox (hereinafter called **BUYER**) and

Seller(s) K & L Builders (hereinafter called **SELLER**)

Deeded to Katie P Cox

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 57 Block _____ Section PH I Subdivision The Court Yards at Rolling Creek

Add _____

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 and allowances

(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 $ 361,000 00 less $ _____ earnest money this date paid Paid by [ ] cash [✓] check [ ] other _____ Herewith which shall be held in trust by Rutledge Realty LLC as Escrow Agent Less $ _____ additional earnest money if any due on or before _____ 19 _____

5 **FINANCING** Less $ 38,300 Financing to be obtained by [ ] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Fixed Rate [ ] Adjustable Rate [ ] Graduated Payment [ ] Other Terms _____ $ 322,700 00 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 N/A (Lender) within N/A 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 determined or stipulated place of closing and transaction closed on or before June 30th 19 2003

8 **CLOSING COSTS** If a new loan is obtained allowable non recurring Closing Cost to be paid by the Buyer

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

KPC |__| BUYER |__| BUYER |__| SELLER |__| SELLER HAVE READ THIS PAGE

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL COMMISSION Based on Price $ @ % 6 000.00			
Division of Commission (line 700) as Follows:			
701 $6 000 00 to Dutch Fork Realty	Less Deposit Retained 500 00		
702 $ to			
703 Commission Paid at Settlement			5 500 00
704 to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee 0.5000 % to Capital Trust Mortgage Group Inc.		1 613 50	
802 Loan Discount % to			
803 Appraisal Fee to Ed Putnam		400 00	
804 Credit Report to Capital Trust Mortgage Group Inc.		21 00	
805 Flood Check Fee to Landsafe Flood		25 00	
806 Tax Service Fee to Countrywide Tax Service		60 00	
807 Commitment Fee to America s Wholesale Lender		475 00	
808 Premium pd by Broker by Lender to Capital Trust Mortgage Group Inc.	POC $8,857 38L		
809			
810			
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest From 06/25/03 to 07/01/03 @ $ 43 100000/day (6 days %)		258 60	
902 Mortgage Insurance Premium months			
903 Hazard Insurance Premium 1 0 years State Farm		773 00	
904			
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insurance 3 000 months @ $ 64 42 per month		193 26	
1002 Mortgage Insurance 1 000 months @ $ 64 54 per month		64 54	
1003 City/Town Taxes months @ $ per month			
1004 County Taxes 9 000 months @ $ 636.57 per month		5,729 13	
1005 Assessments months @ $ per month			
1006 months @ $ per month			
1007 months @ $ per month			
1008 Aggregate Adjustment months @ $ per month		386 55	
1100 TITLE CHARGES			
1101 Settlement or Closing Fee to			
1102 Abstract or Title Search to U S Land and Title Company		110 00	
1103 Title Examination to			
1104 Title Insurance Binder to White and White Law Offices		50 00	
1105 Document Preparation to White and White Law Offices P C	Deed		95 00
1106 Notary Fees to			
1107 Attorney s Fees to White and White Law Offices		475 00	
(includes above item numbers	)		
1108 Title Insurance to Title America		953 10	
(includes above item numbers	)		
1109 Lender's Coverage $ 322 700 00	75.00		
1110 Owner's Coverage $ 361 000 00	878.10		
1111 Courier/Overnight Fees to White and White Law Offices		20.00	20 00
1112 Email Fee to White and White Law Offices P C		50 00	
1113			
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $ 10 00 Mortgage $ 18 00	Releases $ 5.00	28 00	5 00
1202. City/County Tax/Stamps Deed	Mortgage		
1203 State Tax/Stamps. Revenue Stamps 1 335 70 Mortgage			1 335 70
1204 Assignment Recording White and White Law Offices P C			
1205 Survey Recording White and White Law Offices P C			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey to Cox & Dinkins Inc.		300 00	
1302 Pest Inspection to			
1303.			
1304			
1305			
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		11 212 68	6 955 70

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

White and White Law Offices P C
Settlement Agent

(03 1142 / 03-1142 / 11)

10 **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 Buyer in the amount of $_____

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 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**

KR **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 enfo cement 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 recordin, 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 chan,ed only b\ a subsequently written instrument signed by both parties Both Buyer and Seller hereby acknowledge that they have no 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 t 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	$ N/A per roll
	B Bathrooms	$ N/A per roll
	C Other _____	$ _____ per roll
2	Carpet and Pad	$ ~~20~~ 18 per sq yd
3	Marble or Ceramic tile	$ 2 40 per sq ft
4	Vinyl/floor covering	$ N/A per sq yd
5	Light fixtures (includes fixtures bulbs spots floods door chimes and recessed fixtures)	$ ~~3000~~ #2,500
6	Hardware for doors	$ _____
7	Cabinets	
	A Kitchen	$ _____
	B Bathrooms	$ N/A
	C Other _____	$ _____
8	Paneled walls	$ _____ per 4x8 sheet
9	Appliances — Total #1,800	
	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 _____	$_____
	_____	$_____
	_____	$_____

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 5-19-03 Time _____

WITNESS _____ Date 5/19/03 Time _____

BUYER _____ Date _____ Time _____

WITNESS _____ Date _____ Time _____

SELLER _____ Date _____ Time _____

WITNESS _____ Date _____ Time _____

SELLER _____ Date _____ Time _____

WITNESS _____ Date _____ Time _____

① Hardwood floors 6.00 per Sq ft foyer, Dinning, Kitchen, Breakfast, Greatroom, + Hallway + Stairs
② wrought-iron pickets on stairrail
③ Tiered steps on front of house with OG bricks + wrought-iron rails
④ Brick pavers on stoop
⑤ Dutch Fork Realty LLC to receive $6000 sales commission.

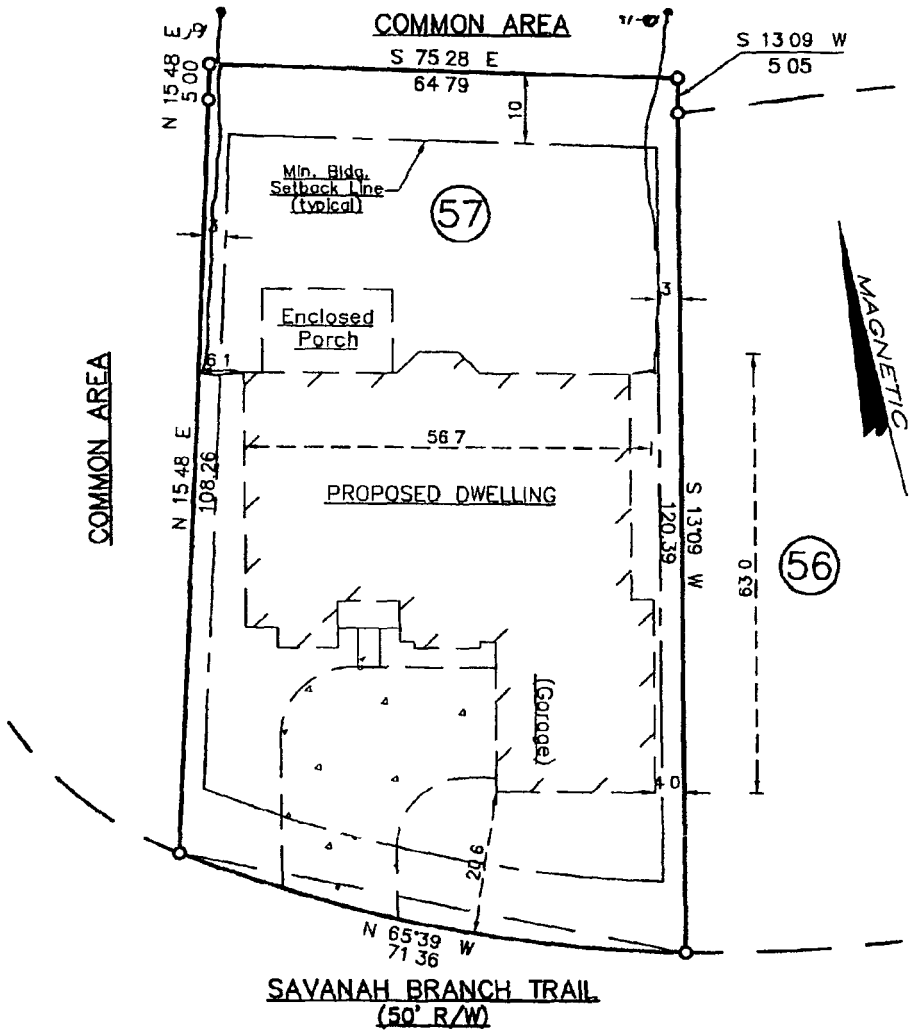
KPC 5-19-03

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®

© 1996 South Carolina Association of REALTORS® 11/96

NO

PF NO



NOTE

FRONT SETBACK IS 23 FROM THE BACK OF CURB
PER THE REFERENCE PLAT

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 57 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 options and final dimension 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 d c tents shown he ean e subject to variation upon final construction

OCTOBER 17 2002

1 = 20

0 10 20 40

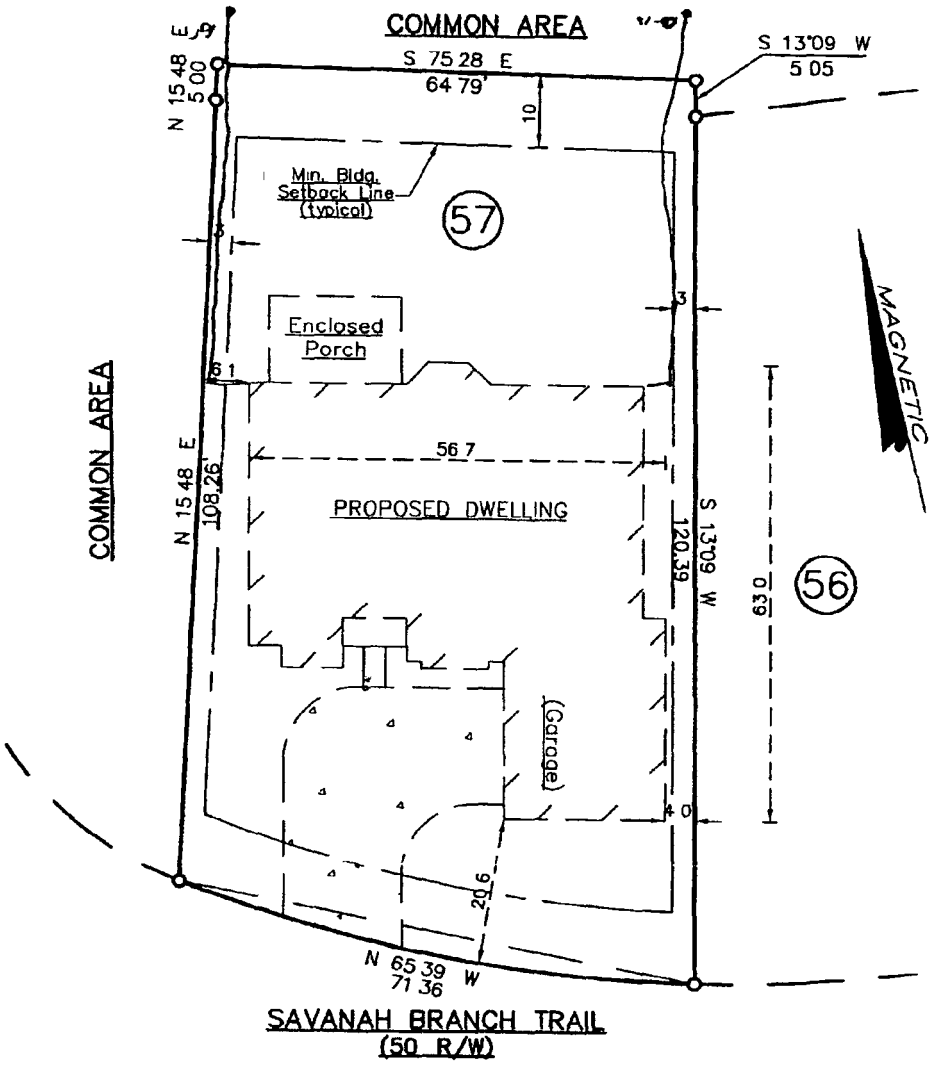
Cox and Dinkins Inc
Engineers Surveyors

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

SOUTH CAROLINA REGISTERED LAND SURVEYOR 13517 JACOB DONALD RAWLS JR

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

BOOK	CHK 5	TMS 2600-4-2(Portion)	SF NO 310	NO 20	PROJ 2V57-CY dwg	BY 1



NOTE

FRONT SETBACK IS 23 FROM THE BACK OF CURB
PER THE REFERENCE PLAT

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 57 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 options and final dimensions with contractor before staking 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

OCTOBER 17 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@coxanddinkins com

SOUTH CAROLINA REGISTERED LAND SURVEYOR 13517 JACOB DONALD RAWLS JR

REG. LAND SURVEYOR NO 13517
J DON RAWLS, JR

BOOK	CHK 5	TMS 2600-4-2(Portion)	SF NO 310	NO 20	PROJ 2V57-CY dwg	BY 1

Instrument 2002092427 Book/Page R723 3621 DateTime 11/12/2002 9:08 37 AM

ATTEST: A TRUE COPY Richard W. Rodden 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 57 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

Marcia Nash

Millie Johnson

The National Bank of South Carolina

Margaret J Simkins

By MARGARET J SIMKINS
Its REAL ESTATE ADMINISTRATION OFFICER

Book 00723 3621
2002092427 11/12/2002 09:08:37:57 Partial Release of M
Fee $7.00 County Tax $0.00 State Tax $0.00

2002092427 John G Norris Richland County ROD

Richland County ROD

John G Norris

This document is not to scale

Instrument 2002092427 Book/Page R723 3622 DateTime 11/12/2002 9:08:37 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 A 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 25, 2009

Richland County ROD

John G Norris

This document is not to scale

Instrument 2002092427 Book/Page R723 3621 DateTime 11/12/2002 9:08:37 AM

A TRUE COPY
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 57 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

Marcia Nork

The National Bank of South Carolina

Margaret J Simkins

By MARGARET J SIMKINS
Its REAL ESTATE ADMINISTRATION OFFICER

Book 00723-3621
2002092427 11/12/2002 09:08:37:67 Partial Release of M
Fee $7.00 County Tax $0.00 State Tax $0.00

2002092427 John G Norris Richland County ROD

Richland County ROD

John G Norris

This document is not to scale

Instrument 2002092427 Book/Page R723 3622 DateTime 11/12/2002 9 08 37 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 A 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

This document is not to scale

Instrument: 2002083047 Book/Page R713 2835 DateTime 10/14/2002 2 11 05 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 57 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 1st day of October, 2002

WITNESSES

The National Bank of South Carolina

Margaret J Simkins
By Margaret J Simkins
Its Real Estate Admin Officer

Book 00713 2835 Partial Release of M
2002083047 10/14/2002 14 11 05 02
Fee $7.00 County Tax $0.00 State Tax $0.00

2002083047 John G Norris Richland County ROD

ATTEST: A TRUE COPY
Richland County RMC

Richland County ROD

John G Norris

This document is not to scale

Instrument 2002063047 Book/Page R713 2836 DateTime 10/14/2002 2:11:05 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 A JENKINS its REAL ESTATE 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

22nd 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
0205879	10/22/2002	$ 188436 00	$	

PARCEL & ADDRESS

LOCATION 101 Savanah Branch Trl
Richland County, SC

TMS# 04-02

USEZONE UNKNOW FLOODZONE No

MOBILE DECAL N

MOBILE MODEL

SUBDIVISION THE COURTYARDS @ ROLLING CREEK

LOT 57

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 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	0	
Back	0	
Sides	0	
Combined	0	
Corner	0	

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 10/22/2002

WEB ADDRESS http //BuildingDepartment com/projects
PERMIT NUMBER 0205879
PERMIT PIN 221601
Save Time & Money with Online Permits and Inspections Go To www buildingdepartment com
printed July 17 2007

Type of Loan	6 File Number	7 Loan Number	8 Mortgage Ins Case #
☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins ☐ VA 5 ☐ Conv Ins	2002957 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 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		FIRST CITIZENS BANK 1230 MAIN STREET COLUMBIA, SC 29202

G Property Location	H Settlement Agent	I Settlement Date
LOT 57 SAVANNAH BRANCH TRAIL ROLLING CREEK	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 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	0 00	401	Contract sales price	0 00
102	Personal property		402	Personal property	
103	Settlement charges to borrower (line 1400)	39,436 32	403		
104			404		
105	HOLD	245,763 68	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	285,200 00	420	Gross Amount Due To Seller	0 00
200	Amounts Paid By or In Behalf of Borrower		500	Reductions 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)	285,200 00	502	Settlement charges to 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 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	285,200 00	520	Total Reduction Amount Due Seller	0 00
300	Cash At Settlement From/To Borrower		600	Cash At Settlement To/From Seller	
301	Gross Amount due from Borrower (line 120)	285,200 00	601	Gross amount due to Seller (line 420)	0 00
302	Less amt paid by/for borrower (line 220)	(285,200 00)	602	Less reduction in amt due seller (ln 520)	(0 00)
303	Cash ☒ From ☐ To Borrower	0.00	603	Cash ☐ To ☒ 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, ED 4305.2

8423

			Funds at Settlement	Funds at Settlement
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		2,852 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	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		
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	718 92	
	(includes above item numbers	)		
1109	Lender's coverage	$ 285,200 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	NBSC PARTIAL RELEASE		31,600 00	
1304	LOT CLEARING		3,500.00	
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		39,436.32	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

9/30/02

Settlement Agent TIM QUINN, ATTORNEY AT LAW

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

8424

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 1142

7 LOAN NUMBER 028055752

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 (03 1142.pfd/03-1142/12)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Katie Cox Irmo SC 29063	K&L Contracting LLC	America s Wholesale Lender 5925 Carnegie Boulevard Ste 230 Charlotte NC 28209

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0948932 White and White Law Offices P C	I SETTLEMENT DATE
Irmo SC 29063 Richland County South Carolina	PLACE OF SETTLEMENT 1430 Richland Street Columbia, South Carolina 29201	June 25 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		361 000 00	401 Contract Sales Price		361 000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		11,212 58	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		372 212 58	*420 GROSS AMOUNT DUE TO SELLER*		361 000 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)		
202 Principal Amount of New Loan(s)		322 700 00	502 Settlement Charges to Seller (Line 1400)		6 955 70
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to First Citizens Bank		256 610 02
205			505 Payoff of second Mortgage		
206			506 Deposit retained by broker		500 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	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		323 200 00	*520 TOTAL REDUCT AMT DUE SELLER*		264 065 72
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER.**		
301 Gross Amount Due From Borrower (Line 120)		372 212 58	601 Gross Amount Due To Seller (Line 420)		361 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(323 200 00)	602 Less Reductions Due Seller (Line 520)		(264 065 72)
303 CASH (X FROM) (TO) BORROWER		49 012 58	*603 CASH (X TO) (FROM) SELLER*		96 934 28

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** $ @ % 6 000 00		
	Division of Commission (line 700) as Follows.		
701	$6 000 00 to Dutch Fork Realty Less Deposit Retained 500 00		
702	$ to		
703	Commission Paid at Settlement		5 500 00
704	to		
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801	Loan Origination Fee 0 5000 % to Capital Trust Mortgage Group Inc.	1 613 50	
802	Loan Discount % to		
803	Appraisal Fee to Ed Putnam	400 00	
804	Credit Report to Capital Trust Mortgage Group Inc.	21 00	
805	Flood Check Fee to Landsafe Flood	25 00	
806	Tax Service Fee to Countrywide Tax Service	60 00	
807	Commitment Fee to America s Wholesale Lender	475 00	
808	Premium pd by Broker by Lender to Capital Trust Mortgage Group Inc. POC $6 857 38L		
809			
810			
811			
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901	Interest From 06/25/03 to 07/01/03 @ $ 43 100000/day (6 days @)	258 60	
902	Mortgage Insurance Premium months		
903	Hazard Insurance Premium 1 0 years State Farm	773 00	
904			
905			
1000	**RESERVES DEPOSITED WITH LENDER**		
1001	Hazard Insurance 3 000 months @ $ 64 42 per month	193 26	
1002	Mortgage Insurance 1 000 months @ $ 64 54 per month	64 54	
1003	City/Town Taxes months @ $ per month		
1004	County Taxes 9 000 months @ $ 636 57 per month	5,729 13	
1005	Assessments months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008	Aggregate Adjustment months @ $ per month	-386 55	
1100	**TITLE CHARGES**		
1101	Settlement or Closing Fee to		
1102	Abstract or Title Search to U S Land and Title Company	110 00	
1103	Title Examination to		
1104	Title Insurance Binder to White and White Law Offices	50 00	
1105	Document Preparation to White and White Law Offices P C Deed		95 00
1106	Notary Fees to		
1107	Attorney's Fees to White and White Law Offices	475 00	
	(includes above item numbers.)		
1108	Title Insurance to Title America	953 10	
	(includes above item numbers.)		
1109	Lender's Coverage $ 322,700 00 75 00		
1110	Owner's Coverage $ 361 000 00 878 10		
1111	Courier/Overnight Fees to White and White Law Offices	20 00	20 00
1112	Email Fee to White and White Law Offices P C.	50 00	
1113			
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**		
1201	Recording Fees Deed $ 10 00 Mortgage $ 18 00 Releases $ 5 00	28 00	5 00
1202	City/County Tax/Stamps Deed Mortgage		
1203	State Tax/Stamps. Revenue Stamps 1 335 70 Mortgage		1 335 70
1204	Assignment Recording White and White Law Offices P C		
1205	Survey Recording White and White Law Offices P C		
1300	**ADDITIONAL SETTLEMENT CHARGES**		
1301	Survey to Cox & Dinkins, Inc.	300 00	
1302	Pest Inspection to		
1303			
1304			
1305			
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502, Section K)**	11 212 58	6 955 70

By signing page 1 of this statement the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

White and White Law Offices P C
Settlement Agent

(03-1142 / 03 1142 / 11)

REALTOR®

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement entered into on this 19 day of May 19 2003 between

Buyer(s) Katie P Cox (hereinafter called **BUYER**) and

Seller(s) K+L Builders (hereinafter called **SELLER**)

Deeded to Katie P Cox

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 57 Block _____ Section PhI Subdivision The Court Yards 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. and allowances

(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 $ 361,000 00 less $ _____ earnest money this date paid Paid by [ ] cash [✓] check [ ] other _____ Herewith which shall be held in trust by Roach Fox Realty LLC as Escrow Agent Less $ _____ additional earnest money if any due on or before _____ 19 _____

5 **FINANCING** Less $ 38,300 Financing to be obtained by [ ] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Fixed Rate [ ] Adjustable Rate [ ] Graduated Payment, [ ] Other Terms _____ $ 322,700 00 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 N/A (Lender) within N/A 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 determined or stipulated place of closing and transaction closed on or before June 30th 19 2003

8 **CLOSING COSTS** If a new loan is obtained allowable non recurring Closing Cost to be paid by the Buyer

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

KPC BUYER | BUYER | SELLER | SELLER HAVE READ THIS PAGE

10 **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 Buyer in the amount of $ ———

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 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 or 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 recordin_ 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 chan_ed 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 assi_ns 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	$ N/A per roll
	B Bathrooms	$ N/A per roll
	C Other _____	$ _____ per roll
2	Carpet and Pad	$ ~~20~~ 18 per sq yd
3	Marble or Ceramic tile	$ 2 40 per sq ft
4	Vinyl/floor covering	$ N/A per sq yd
5	Light fixtures (includes fixtures bulbs spots floods door chimes and recessed fixtures)	$ ~~3,000~~ #2,500
6	Hardware for doors	$ _____
7	Cabinets	
	A Kitchen	$ N/A
	B Bathrooms	$ N/A
	C Other _____	$ N/A
8	Paneled walls	$ _____ per 4x8 sheet
9	Appliances ← Total #1,800	
	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)	$ _____

BUYER |___| BUYER, |___| SELLER |___| SELLER HAVE READ THIS PAGE

11	Ceiling Fan(s)	$_____
12	Landscaping to include trees and shrubs	$_____
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 5-19-03 Time_____

WITNESS _____ Date 5/19/03 Time_____

BUYER _____ Date_____ Time_____

WITNESS _____ Date_____ Time_____

SELLER _____ Date_____ Time_____

WITNESS _____ Date_____ Time_____

SELLER _____ Date_____ Time_____

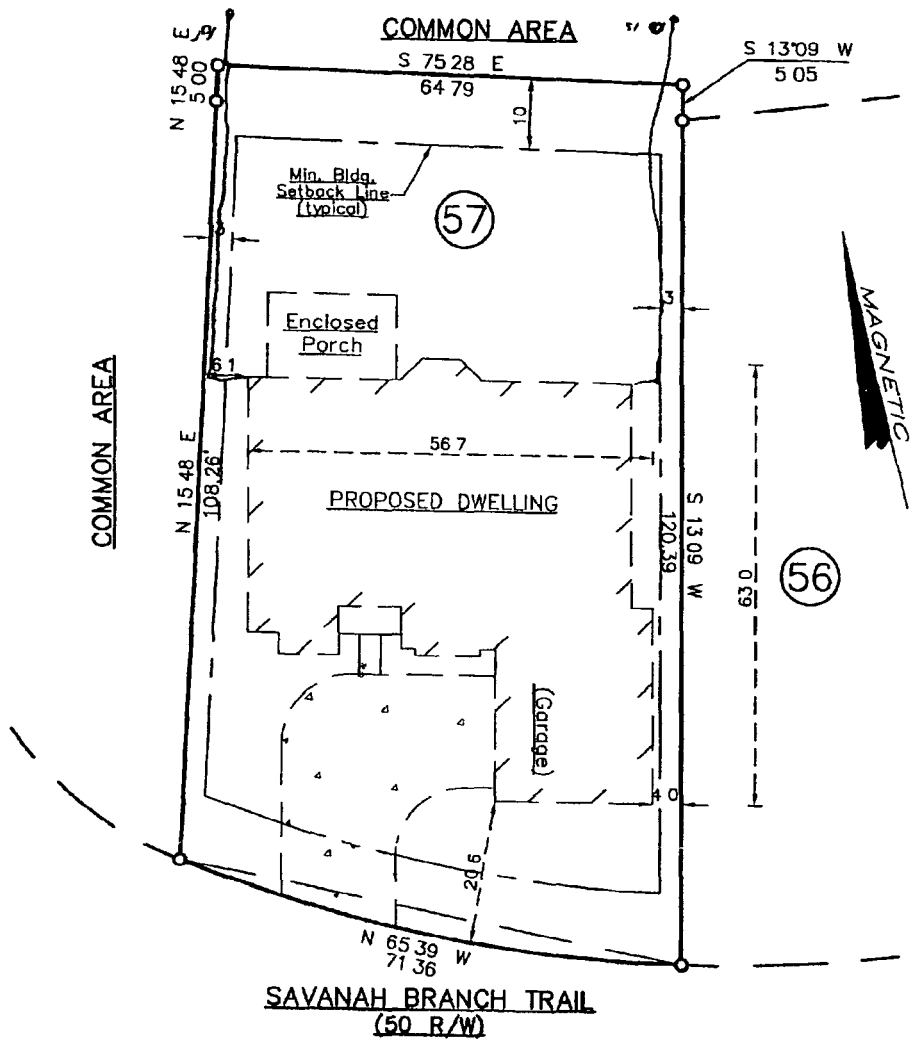
WITNESS _____ Date_____ Time_____

① Hardwood floors 6.00 per Sq ft foyer, Dinning, Kitchen, Breakfast, Greatroom, & Hallway & Stairs
② wrought iron pickets on stairrail
③ Raised Steps on front of house with OG bricks & wrought iron rails
④ Brick pillows on stoop
⑤ Dutch Fork Realty LLC to receive $6,000 sales commission.

KPC 5-19-03

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®

© 1996 South Carolina Association of REALTORS® 11/96



NOTE

FRONT SETBACK IS 23 FROM THE BACK OF CURB
PER THE REFERENCE PLAT

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 57 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 surveyor 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

OCTOBER 17 2002

1 = 20

0 10 20 40

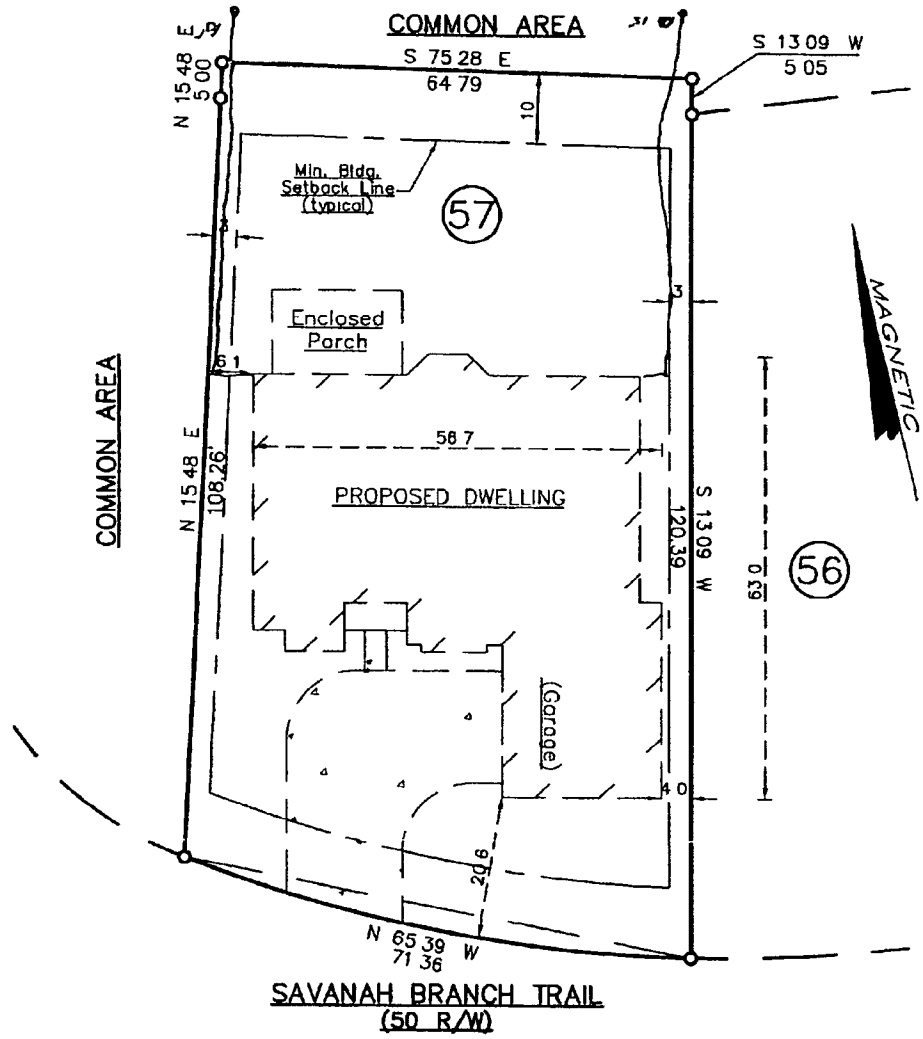
Cox and Dinkins Inc
Engineers Surveyors

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

SOUTH CAROLINA REGISTERED LAND SURVEYOR 13517 JACOB DONALD RAWLS JR

REG LAND SURVEYOR NO 13517
J DON RAWLS, JR

BOOK	CHK 5	TMS. 2600-4-2(Portion)	SF NO 310	NO 20	PROJ 2V57-CY dwg	BY 1



NOTE

FRONT SETBACK IS 23 FROM THE BACK OF CURB
PER THE REFERENCE PLAT

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 57 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 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 concept al dr wi g d onte t sh wn her on ar subject to variation upon final construction

OCTOBER 17 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@coxanddinkins com

SOUTH CAROLINA REGISTERED LAND SURVEYOR 13517 JACOB DONALD RAWLS JR

REG. LAND SURVEYOR NO 13517
J DON RAWLS, JR

BOOK	CHK 5	TMS 2600-4-2(Portion)	SF NO 310	NO 20	PROJ 2V57-CY dwg	BY 1

Instrument 2002092427 Book/Page R723 3621 Date/Time 11/12/2002 9 08 37 AM

ATTEST: A TRUE COPY
Richard W. Rodde
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 57 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

Marcia Nash

Millie Johnson

The National Bank of South Carolina

Margaret J Simkins

By: MARGARET J SIMKINS
Its: REAL ESTATE ADMINISTRATION OFFICER

Book 00723 3621
*00209 427 11/12/2002 09 08:37 67 Partial Release of M
Fee $7 00 County Tax $0 00 State Tax $0 00

2002092427 John G Norris Richland County ROD

Richland County ROD

John G Norris

This document s not to scale

Instrument 2002092427 Book/Page R723 3622 DateTime 11/12/2002 9 08 37 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 A 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

(L S) Maran North

Notary Public for South Carolina

My Commission Expires January 26, 2009

Richland County ROD

John G Norris

Th s doc ment s not to scale

Instrument 2002092427 Book/Page R723 3621 DateTime 11/12/2002 9 08 37 AM

ATTEST: A TRUE COPY 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 57 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

Marcia Nork

Millicent Thomas

The National Bank of South Carolina

Margaret J Simkins

By MARGARET J SIMKINS
Its REAL ESTATE ADMINISTRATION OFFICER

Book 00723-3621
20020924?7 11/12/2002 09 08.37 67
Partial R lease of M
F $7.00 County Tax $0 00 State Tax $0 80

20020924?7 John G Norris Richland County ROD

Richland County ROD

John G Norris

This document s not to scale

Instrument 2002092427 Book/Page R723 3622 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 A 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

(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

Instrument 2002083047 Book/Page R713 2835 DateTime 10/14/2002 2 11 05 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 57 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

Margaret J Simkins
By Margaret J Simkins
Its Real Estate Admin Officer

Book 00713-2835 Partial Release of M
2002083047 10/14/2002 14 11 05 02
Fee: $7.00 County Tax: $0.00 State Tax: $0.00

2002083047 John G. Norris Richland County ROD

ATTEST: A TRUE COPY

Richland County ROD

John G Norris

This document is not to scale

Instrument: 2002083047 Book/Page R713 2836 Date/Time 10/14/2002 2 11 05 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 J SIMKINS its REAL ESTATE 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

22nd 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

CERTIFIED TRUE COPY

BY

A. Settlement Statement (page 1 of 2)

US Department of Housing and Urban Development

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 Unin 4 ( ) VA 5 ( ) Conv Ins			

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 not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
Henry Builders Inc 218 Twin Gates Road Irmo SC 29063	SEL Properties LLC 1105 Pulaski Street Columbia SC 29201	First Community Bank 1030 Lake Murray Blvd Irmo SC 29063

G Property Location	H Settlement Agent	I Settlement Date
Lot 1 Phase IV Rolling Creek Subdivision Richland County	Ronald R Hall Place of Settlement 1055 Sunset Boulevard West Columbia South Carolina 29169	10 17 02 Disburse 10 17 02

J Summary of Borrower s Transaction		K. Summary of Seller s Transaction	
100 Gross Amount Due F om Borrower		**400 Gross Amount Due To Seller**	
101 Contract sales price	61 500 00	401 Contract sales price	61 500 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3 514 00	403	
104		404	
105		405	
Adjustments for items paid in by seller 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	65 014 00	**420 Gross Amount Due To Seller**	61 500 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)	1 000 00
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	332 55
203 Ex st ng loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan	
205 Construction Loan in amount of $250 000 00		505 Payoff of second mortgage loan	
206 To Be Disbursed in Draws First Draw	61 500 00	506	
207		507 Lot Release to National Bank of South Carolina	49 200 00
208 Landscaping Allowance	3 000 00	508 Landscaping Allowance	3 000 00
209		509 Dutch Fork Development Group	2 933 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 to 2002		511 County taxes to 2002	
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	65 500 00	**520 Total Reduction Amount Due Seller**	56 465 55
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross amount due from borrower (line 120)	65 014 00	601 Gross amount due to seller (line 420)	61 500 00
302 Less amounts paid by/for borrower (line 220)	65 500 00	602 Less reductions in amt. due seller (line 520)	56 465 55
303 Cash ( ) From (X) To Borrower	-486 00	**603 Cash (X) To ( ) From Seller**	5 034 45

I have carefully reviewed this 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 this HUD-1 Settlement Statement.

Borrower

Borrower

Seller

Seller

Previous Edition is Obsolete
HUD-1
Form 226-A (11/87)
HB4305 2

PLAINTIFF S EXHIBIT 126

RESPA,

Settlement Statement (page 2 of 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 $	@	% =		
Division o 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 %	First Community Bank		2 500 00	
802 Loan Discount /				
803 Appraisal Fee to	The Urso Company		250 00	
804 Credit Report to				
805 Lender's Inspection Fee				
806 Mortgage Insurance Application Fee to				
807 Assumption Fee				
808 Flood Certification to	First Community Bank		15 00	
809				
810				
811				
812				
813				
814				
815				
900 Items Required By Lender To Be Paid In Advance				
901 Interest from to	@ $	/day	0 00	
902 Mortgage Insurance Premium for		months to		
903 Hazard Insurance Premium for		years to		
904		years to		
905				
1000 Reserves Deposited With Lender				
1001 Hazard Insurance	months @ $	per month	0 00	
1002 Mortgage Insurance	months @ $	per month	0 00	
1003 City property taxes	months @ $	per month	0 00	
1004 County property taxes	months @ $	per month	0 00	
1005 Annual assessments	months @ $	per month	0 00	
1006	months @ $	per month	0 00	
1007	months @ $	per month	0 00	
1008 Aggregate analysis adjustment				
1100 Title Charges				
1101 Settlement or closing fee to				
1102 Abst act or title search to				
1103 Title examination to				
1104 Title insurance binder to	Atlantic Title Insurance		75 00	
1105 Document preparation to	Ronald R Hall			100 00
1106 Notary fees to				
1107 Attorney's fees to	Ronald R Hall		400 00	
(includes above items numbers)				
1108 Title Insurance to	Atlantic Title Insurance		250 00	
(includes above items numbers)				
1109 Lender's coverage	$ 250 000 00			
1110 Owner's coverage	$			
1111				
1112				
1113				
1200 Government Recording and Transfer Charges				
1201 Recording fees: Deed $ 10 00	Mortgage $ 14 00	Releases $	24 00	5 00
1202 City/county tax/stamps: Deed $	Mortgage $			
1203 State tax/stamps: Deed $ 227 55	Mortgage $			227 55
1204 Survey & Assignment				
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)			3 514 00	332 55

I have carefully reviewed this 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 this HUD-1 Settlement Statement

Borrowe

Seller

Borrowe

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

Settlement Agent

Date October 17 2002

Warning It is a crime to knowingly make false statements to the United States on th s 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

Form 229-B (11/97)

Rolling Creek
Phase IV

This contract made between Henry 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 1 Block ____, Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 61,500 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$ 1,000 00 QH 8-21-02
Balance upon Delivery of Deed as hereinafter provided $ 60,500 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

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 Henry Builders Inc
And be delivered at the office of Hall
Or other stipulated place of closing and transaction closed on or before 30 Days after Building
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

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 521913 / 7 LOAN NUMBER 0027043579
	8 MORTGAGE INS CASE NUMBER

C NOTE *Th s 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 [521913 PFD/521913(8)]

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Troy Harris and a Brooke Jolle Irmo SC 29063	Henry Builders Inc 218 Twin Gates Rd Irmo SC 29063	Wells Fargo Home Mortgage Inc 2550 W Tyvola Rd Suite 100 Charlotte NC 28217

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0881066	I SETTLEMENT DATE
Irmo SC 29063 Richland County South Ca olina	Korn Law Firm PLACE OF SETTLEMENT 1611 Hampton Street Columbia SC 29201	June 9 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		358 000 00	401 Contract Sales Price		358,000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		2 541 73	403		
104			404		
105			405		
Adjustments For Items Paid By Seller in advance			*Adjustments Fo Items Pa d 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			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		360 541 73	*420 GROSS AMOUNT DUE TO SELLER*		358 000 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)		286 400 00	502 Settlement Charges to Seller (Line 1400)		22 920 80
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204 2nd Mortgage Proceeds		71 387 90	504 Payoff of first Mortgage to First Community Bank/#		242 039 36
205			505 Payoff of 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 Unpa d By Seller*		
210 City/Town Taxes	to		510 City/Town Taxes	to	
211 Co nty Taxes	01/01/03 to 06/10/03	446 07	511 County Taxes	01/01/03 to 06/10/03	446 07
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		363 233 97	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		270 406 23
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		360 541 73	601 Gross Amount Due To Seller (L ne 420)		358 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(363 233 97)	602. Less Reductions Due Seller (Line 520)		(270 406 23)
303 CASH (FROM) (X TO) BORROWER		2 692 24	*603 CASH (X TO) (FROM) SELLER*		87 593 77

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

Borrower Troy Harris
Troy Harris
Lola Brooke Jolley
Lola Brooke Jolley

Seller Henry Builders Inc.
BY
President
ATTEST
Secretary/Treasurer

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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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

8-21-02
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City, State, Zip Code

SEL Properties, LLC

(As to Seller)

By

Its

L SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 353 250 00 @ 6 0000 % 21 195 00			
	Division of Commission (line 700) as Follows:			
701	$ 10 597 50 to Dutch Fork Realty			
702	$ 10 597 50 to Coldwell Bank United Realtors	Less Deposit Retained 5 000 00		
703	Commission Paid at Settlement			16 195 00
704	to			
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**			
801	Loan Origination Fee 1 0000 % to Wells Fargo Home Mortgage Inc			2 864 00
802	Loan Discount % to			
803	Appraisal Fee to Wells Fargo Home Mortgage Inc			300 00
804	Credit Report to Wells Fargo Home Mortgage Inc			52 00
805	Lender's Inspection Fee to			
806	Mortgage Ins App Fee to			
807	Assumption Fee to			
808	Commitment Fee to Wells Fargo Home Mortgage Inc			297.50
809	Tax Service Fee to Wells Fargo Home Mortgage Inc			70 00
810	Final Inspection to Wells Fargo Home Mortgage Inc			75 00
811	Flood Life of Loan to Wells Fargo Home Mortgage Inc			16 00
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**			
901	Interest From 06/09/03 to 07/01/03 @ $ 42 180000/day (22 days @ %)		927 96	
902	Mortgage Insurance Premium for months to			
903	Hazard Insurance Premium for 1 0 years to Dana Insurance Agency		862 00	
904				
905				
1000	**RESERVES DEPOSITED WITH LENDER**			
1001	Hazard Insurance 4 000 months @ $ 71 83 per month		287 32	
1002	Mortgage Insurance months @ $ per month			
1003	City/Town Taxes months @ $ per month			
1004	County Taxes 9 000 months @ $ 84 80 per month		763 20	
1005	Assessments months @ $ per month			
1006	months @ $ per month			
1007	Aggregate Adjustment months @ $ per month		502 80	
1008	months @ $ per month			
1100	**TITLE CHARGES**			
1101	Settlement or Closing Fee to			
1102	Abstract or Title Search to Korn Law Firm			125 00
1103	Title Examination to			
1104	Title Insurance Binder to Shandon Title Company			
1105	Document Preparation to Korn Law Firm			100 00
1106	Notary Fees to			
1107	Attorney's Fees to Korn Law Firm			400 00
	(includes above item numbers)			
1108	Title Insurance to Shandon Title Company			602 25
	(Includes above item numbers)			
1109	Lender's Coverage $ 288 400 00	602.25		
1110	Owner's Coverage $ 353 250 00	192 25		
1111	Copies fax mailing to Korn Law Firm			20 00
1112	Express Fees to Korn Law Firm			40 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 , Mortgage			
1203	State Tax/Stamps Revenue Stamps 1 324 60 Mortgage			1 324 60
1204	Record Satisfaction to Richland County Register of Deeds			5 10
1205	Record Survey to Richland County Register of Deeds			10 10
1300	**ADDITIONAL SETTLEMENT CHARGES**			
1301	Survey to Cox and Dinkin Inc		204 05	95 95
1302	Pest Inspection to Clark s Pest and Weed Control			296 10
1303				
1304				
1305				
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502 Section K)**		2 541 73	22 920 80

B ign g page 1 f th statement, the signatories dnowledg ceipt of completed copy f pag 2 of thi two page ta men

Korn Law Firm
Settlement Agent

Certified to be a true copy

(521913 / 521913 / 4)

REALTOR

COLDWELL BANKER

CONTRACT OF SALE

Adopted 2/01

(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

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 5th day of January year 2003
by Lola Brooke Jolley and Judy H. Harris Purchaser(s)
to Owner of record Seller(s)

2 OFFER AND 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 Lot 1, Phase IV City Irmo SC Zip 29063
TMS# _____ Subdivision Rolling Creek

3 PRICE — The sales price is $ ~~350,500~~ #353,250.00 to be paid as follows
(A) $ 5,000 Earnest money paid by [ ] cash [✓] check [ ] other held in trust by Coldwell Banker
(B) $ To be determined Balance of down payment due at closing is to be in the form of cashier s check or certified funds
(C) $ To be determined Loan amount (type marked below) to be obtained by Purchaser

4 FINANCING — FHA____ VA____ (see addendum for FHA/VA) CONVENTIONAL✓ SELLER____ FIXED____ ADJUSTABLE____
GRADUATED____ LOAN ASSUMPTION____ (see addendum for loan assumption) OTHER TERMS _____

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 FMHA Funding 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 FMHA funding fee) and/or discount points on behalf of Purchaser Seller will pay allowable and nonallowable costs of Purchaser not to exceed $ _____

6 OWNER FINANCING — If owner financing is included in the financing of this property Selling Broker and/or Listing Broker and their agent(s) 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

7 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES — 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 cooperating broker(s) or agent(s) If loan is rejected by initial Lender 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 after earnest money check has cleared the bank

8 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 remains in effect Should Seller be presented another Contract and if accepted this Contract will be voided without notification to Purchaser or Purchaser s 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 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 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 to Seller or Seller s Agent
[ ] Complete the closing of Purchaser s property which is under contract located at _____ on or before _____ Any documentation regarding the sale of Purchaser s property to be furnished to Seller or Seller s Agent upon request
[ ] Other _____

Purchaser s Initials and date (TH 1/7/03) HAVE READ THIS PAGE

Seller s Initials and date ( ) HAVE READ THIS PAGE

TJR 232-2

9 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 this Section 9 is nullified in its entirety

(A) If Purchaser finds results of home inspection report unacceptable Purchaser may elect to terminate the Contract by notifying the Seller or Seller s Agent in writing of Purchaser s intent to terminate Should Purchaser elect to terminate Seller agrees to immediately permit the release of the Purchaser s earnest money deposit from the Broker s trust account

(B) Should Purchaser elect to proceed with this sale he/she has the option of accepting the property in current condition as referenced by the inspection report(s) otherwise he/she must notify the Seller or Seller s Agent in writing by signed addendum along with a copy of the home inspection report specifying the defects he/she expects the Seller to remedy

(C) Seller may agree by written addendum within two (2) business days of written notification to remedy repair or treat any defects or conditions at the Seller s expense for which Purchaser agrees to complete this sale according to the terms of this Contract Otherwise Seller may give notice to terminate this Contract in writing within two (2) business days and immediately permit the refund of Purchaser s earnest money Should Seller elect to terminate this Contract the Purchaser shall have the right to complete this sale according to the terms and conditions of the Contract and take the property in inspection report(s) condition with whatever defects that exist To exercise this right Purchaser must provide Seller or Seller s Agent written notice of such intention within two (2) business days of receipt of Seller s notice to terminate or the Contract becomes null and void

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)

10 LEAD BASED PAINT 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

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 title unmarketable) and to all governmental statutes ordinances rules and regulations 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 fees shall be the responsibility of Seller(s) The deed shall be prepared in the name of Lola Brooks Jolley and Troy N Harris and delivered to stipulated place of closing This transaction shall be closed on or before May 30, 2003

12 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 and in a clean condition 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

13 FIXTURES AND PERSONAL PROPERTY This sale includes all improvements fixtures appurtenances unless otherwise noted and certain additional property herein after stated (Other items may be sold separately by bill of sale)

Buyer has been preapproved by Carolina Trust (Carolyn Kirby)

14 REMARKS Other conditions

In accordance w/ plans & specs, however change following allowances - Appliances - $ 4000
Landscaping - 4000
Light - 4000 (All other allowances per spec sheet)
Buyer to select brick color, SEE Allowance 11-7-03
All cabinets to be stain grade - stain or Cherry, Color to be selected by buyer (~~see extra charge~~ SEE Allowance)
Desk to be installed in rear hall (~~No charge~~)
Counter tops in kitchen to be granite (no extra charge)
Master bath Vanity to have "Knee hole" (no extra charge)
Builder to prewire for security and surround sound
no extra cost sed allowance 11-7-03

2/01
2 of 4

Purchaser s Initials and date (TH 11-7-03) HAVE READ THIS PAGE Seller s Initials and date (~~TH~~) HAVE READ THIS PAGE

1 Mans Master Vanity to be raised approx 2 3 inches - @ no Charge

5 ADJUSTMENTS Taxes water sewer charges fuel oil propane electricity natural gas rents as when collected 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 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 Seller when the current year s taxes are determined

6 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 or Seller elects to terminate the Contract the parties shall proceed thereunder

7 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

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

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

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

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

EXTENSION AGREEMENT Time is of the essence If loan has been approved but not closed within the stipulated time limit of this Contract both parties agree to extend said Contract for a period not to exceed ten (10) calendar days from original closing date

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

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 as well as 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 the heating air conditioning plumbing and electrical systems as well as 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
(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) A Seller s property disclosure form [ ] does exist [✓] does not exist and Purchaser [ ] has [ ] has not seen property disclosure form

Purchaser s Initials and date (TH 4-28-09) HAVE READ THIS PAGE Seller s Initials and date ([illegible]) HAVE READ THIS PAGE

25 **TERMITE INSPECTION** Notwithstanding the provisions of Section 9 Seller shall 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

26 **HEATING & AIR INSPECTION** Notwithstanding the provisions of Section 9 Seller shall furnish at his expense a letter from a heating company stating that furnace and air conditioner (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 thereafter at the time of closing

27 **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

28 **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

29 **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

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

31 **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

32 **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

33 **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 improvements services or systems thereto included but not limited to termite damage roof basement appliances heating and air conditioning systems plumbing sewage electrical 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 is hereby disclaimed (3) Give no warranty as to title (4) Give no guaranty or 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 Purchaser to verify that the property and any uses for which the Purchaser 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

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

Witness as to Purchaser	Purchaser	Date 1/5/03	SSN 242-41-6266
Witness as to Purchaser	Purchaser	Date 1/5/03	SSN 242-59-7072
Witness as to Seller	Seller	Date 1-7-03	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 _____

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained Henry Builders (herein called OWNER) and Dutch Fork Realty LLC (herein called BROKER) agree as follows For the period of time beginning on ~~Dec 9~~ 19~~2002~~, and ending at midnight on Dec 08 Jan 13 2004 ~~2003~~ Owner hereby grants to Broker the sole and exclusive right to sell the real property known as Lot 1 Phase III Dutch Fork Creek Trial Jan, 13-2003 I no. 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 authonzation 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 authonza tion penod or as a result of a contract secured dunng the authonzation 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 authonzation period or if the Owner sells or obtains the contract to sell the property within 30 days after the expiration of the authonzation period to or from a purchaser introduced to the property during the authonzation period This protection period for the Broker beyond the autho nzation 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 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 cur tain/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 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 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 1-17-03
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

Re 1/98

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
0404697	11/02/2004	$	$	

LOCATION 105 Dutchfork Creek Trl
Irmo SC 29063

TMS# 02600-04-28

USEZONE RS-LD FLOODZONE X

MOBILEDECAL

MOBILEMODEL

SUBDIVISION ROLLING CREEK PHASE IV

LOT 2

UTILITIES
Electn
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

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	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 11/02/2004

WEBADDRESS	PERMITNUMBER	PERMITPIN
http //BuildingDepartment.com/projects	0404697	261921

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

printed July 6 2007

Rolling Creek
Phase IV

This contract made between K-2 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 Rolling Creek in Richland County State of South Carolina, and being described as follows

Lot 2 Block ____ Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is -- -- --- - -- - --- --- --- - $ 61500 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___) ---$ 1000 00

Balance upon Delivery of Deed as hereinafter provided $ 60500 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

5370

SETTLEMENT STATEMENT

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	2004254 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	SCB&T PO BOX 1030 COLUMBIA SC 29202

G Property Location	H Settlement Agent	
105 DUTCH FORK TRAIL LOT 2 TMS#2611-04-36	TIM QUINN, ATTORNEY AT LAW	
	Place of Settlement 1421 CALHOUN ST COLUMBIA SC 29201	I Settlement Date 11/2/04 DISB DATE 11/2/04

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	65,000.00	401 Contract sales price	65,000 00
102 Personal property		402 Personalproperty	
103 Settlement charges to borrower (line1400)	4,406 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 11/2/04 to 12/31/04	57 53	407 County taxes 11/2/04 to 12/31/04	57 53
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	69,463 73	420 Gross Amount Due To Seller	65,057 53
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)	1,135 35
203, Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 CONST LOAN 269600 00	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	69,463.73	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	69,463 73	520 Total Reduction Amount Due Seller	1,135 35
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	69,463 73	601 Gross amount due to Seller (line 420)	65,057 53
302 Less amt paid by/for borrower(line 220)	(69,463 73)	602 Less reduction in amt due seller(ln 520)	(1,135 35)
303 Cash [X] From [ ] To Borrower	0 00	603 Cash [X] To [ ] From Seller	63,922 18

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 $ 65,000 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 %	SCB&T	2,696.00	
802	Loan iscount %			
803	Appraisal Fee	to PALMETTO REAL ESTATE & APPRAISAL	375 00	
804	Credit report	to		
805	Lender s Inspection Fee			
806	Mortgage Insurance Application Fee to			
807	Assumption Fee			
808	FLOOD DETER FEE TO KISTLER		10 00	
809	PROCESSING FEE TO SCB&T		150 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	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	178.00	
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	350 00	
	(includes above item numbers	1101-1107)		
1108	Title insurance	to PERPETUAL TITLE	571 80	
	(includes above item numbers	)		
1109	Lender s coverage	$ 269,600 00		
1110	Owner s coverage	$ 65,000.00		
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 $ 00	25 40	
1202	City/county tax/stamps Deed $	,Mortgage $		
1203	State tax/stamps Deed $ 240 50	,Mortgage $ 00		240 50
1204				
1205				
1300	Additional Settlement Charges			
1301	Survey to			
1302	Pest inspection to			
1303	2003 RICHLAND COUNTY TAXES			468 90
1304	2004 RICHLAND COUNTY TAXES			350 95
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		4,406 20	1,135 35

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 11/2/04

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

OMB NO 2502-0265

DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	B TYPE OF LOAN: 1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS
SETTLEMENT STATEMENT	6 FILE NUMBER: RE 05-879 / 7 LOAN NUMBER: 4362781
	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.
0 398 NEWS, ALFRED FORM HS-STREET

C. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
fred L. Coleman nd ucille Co m w SC 29036	K&L Contracting LLC	Three Rivers Mortgage Inc 144 Le s e Lane Columbia SC 292 0

G. PROPERTY LOCATION	H. SETTLEMENT AGENT 57-0999504 The Ha ell Law Firm PLACE OF SETTLEMENT 118 C lumbi Avenue Chap SC 29036	I. SETTLEMENT DATE: August 1 2005
ichland County South Ca olina ot 2 Roll g C k Ph IV		

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	380 300 00	401	Contract Sales Price	380 300 00
102	Personal Property		402	Personal Property	
103	Settlement Charges to Borrower (Line 1400)	8,467 33	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*	388 767 33	420	*GROSS AMOUNT DUE TO SELLER*	380 300 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)	280 000 00	502	Settlement Charges to Seller (Line 1400)	22,614 27
203	Existing loan(s) taken subject to		503	Existing loan(s) taken subject to	
204			504	Payoff of first Mortgage to South Carolina Bank an	243 165 76
205	Incoming Funds from	82 743 85	505	Payoff of second Mortgage	
206	Cendant Mobility		506	Deposit retained by broker	2 000 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 01/01/05 to 08/02/05	204 80	511	County Taxes 01/01/05 to 08/02/05	204 80
212	Assessments to		512	Assessment to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220	*TOTAL PAID BY/FOR BORROWER*	364 948 66	520	*TOTAL REDUCTION AMOUNT DUE SELLER*	267 984 83
300	CASH AT SETTLEMENT FROM/TO BORROWER		600	CASH AT SETTLEMENT TO/FROM SELLER	
301	Gross Amount Due From Borrower (Line 120)	388 767 33	601	Gross Amount Due To Seller (Line 420)	380 300 00
302	Less Amount Paid By/For Borrower (Line 220)	(364 948 66)	602	Less Reductions Due Seller (Line 520)	(267 984 83)
303	*CASH (X FROM) (TO) BORROWER*	23 818 67	603	*CASH (X TO) (FROM) SELLER*	112 315 17

The undersigned hereby acknowledges 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: Alfred L. Coleman

Lucille C. Coleman

Seller: K&L Contracting LLC
BY: Larry C. Cooke
L. Larry C. Cooke

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.

4567

L. SETTLEMENT CHARGES

					PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
0	TOTAL COMMISSION Based on Price	$ 380,300.00 @ 6.0000 %		22,818.00		
	Division of Commission (line 700) as Follows					
1	$ 11,409.00 to Dutch Fork Realty					
2	$ 7,415.85 to Jimmy Fowler dba Re Max Team		Less Deposit Retained	2,000.00		
3	Commission Paid at Settlement					16,824.85
4	Referral Fee	to Cendant Mobility				3,993.15
	Note: Line 702 Includes Adjustment of 3,993.15 For Referral Fee to Cendant					
0	ITEMS PAYABLE IN CONNECTION WITH LOAN					
1	Loan Origination Fee 1.0000 %	to Three Rivers Mortgage Inc			2,800.00	
2	Loan Discount %	to				
3	Appraisal Fee	to Three Rivers Mortgage Inc			300.00	
4	Credit Report	to Three Rivers Mortgage Inc.			27.00	
5	Underwriting Fee	to				
6	Tax Service Fee	to				
7	Flood Certification Fee	to				
8	Lenders Inspection Fee	to Three Rivers Mortgage Inc			75.00	
9	Title Funding (Admin) Fee	to Ohio Savings Bank			250.00	
10	Loan Set Up Fee	to Ohio Savings Bank			240.00	
11	Yield Spread Premium	to Three Rivers Mortgage Inc.		POC $344.40 L		
12	Admin. Fee	to Three Rivers Mortgage Inc.			33.00	
13	Processing Fee	to Three Rivers Mortgage Inc			75.00	
14	VOE	to Three Rivers Mortgage Inc.			24.00	
15						
16						
17						
18						
19						
20						
00	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
01	Interest From 08/01/05 to 09/01/05	@ $ /day (31 days @ %)				
02	Mortgage Insurance Premium for months to					
03	Hazard Insurance Premium for 1.0 years to Independent Insurance				657.00	
04						
05						
000	RESERVES DEPOSITED WITH LENDER					
001	Hazard Insurance	2.000 months @ $ 54.75 per month			109.50	
002	Mortgage Insurance	months @ $ per month				
003	City/Town Taxes	months @ $ per month				
004	County Tax	10.000 months @ $ 210.52 per month			2,105.20	
005	Assessments	months @ $ per month				
006		months @ $ per month				
007		months @ $ per month				
008	Aggregate Adjustment	months @ $ per month			2.90	
100	TITLE CHARGES					
101	Settlement or Closing Fee	to				
102	Abstract or Title Search	to True Title LLC			195.00	
103	UPS FEE (Docs)	to The Harrell Law Firm			15.00	
104	Title Insurance Binder	to Three Kings Title Insurance Agency			100.00	
105	Document Preparation	to The Harrell Law Firm				125.00
106	ALTA Endorsements	to Three Kings Title Insurance Agency				
107	Attorney Fees	to The Harrell Law Firm			425.00	
	(includes above item numbers)					
108	Title Insurance	to Three Kings Title Insurance Agency			995.10	
	(includes above item numbers)					
109	Lender's Coverage	$ 280,000.00		75.00		
110	Owner's Coverage	$ 380,300.00		920.10		
111	Copies, Postages, Fax Fees	to The Harrell Law Firm			35.00	
112	UPS Fee (Loan Package)	to The Harrell Law Firm			25.00	
113	UPS Fee (Payoff)	to The Harrell Law Firm				25.00
200	GOVERNMENT RECORDING AND TRANSFER CHARGES					
201	Recording Fees Deed $ 10.00	Mortgage $ 24.00	Releases $		34.00	
202	City/County Tax/Stamps Deed	Mortgage				
203	State Tax/Stamps Revenue Stamps	1,407.85 Mortgage				1,407.85
204	Satisfactions	to Richland County Recorder				5.00
205	Assignment					
300	ADDITIONAL SETTLEMENT CHARGES					
301	Survey	to				
302	Pest Inspection	to				
303	HVAC					
304	2005 HOA Due	to Running Creek Homeowners' Association			166.58	233.42
305	Water and Sewer					
400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				8,467.33	22,614.27

By signing, each of the borrower(s), the signatories acknowledge receipt of completed copy of page 2 of this two page statement.

Certified to be a true copy

4568

JERRY FOWLER
& the Results Team REALTORS
1515 Burnette Drive Columbia, South Carolina 29210 Office: (803)798-0555 Fax. (803)798-9255
Email. jerry@jerryfowler.com Website www.JerryFowler.com

CONTRACT OF SALE
Revised Janurary 2005

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 15 day of June, year 2005
by Alfred Lewis and Lucille Coleman (Purchaser(s))
to K and 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 105 Dutch Fork Creek Trail City Irmo, SC Zip 29063
TMS# r02811-04-37 $ 380,300 Subdivision Rolling Creek Phase IV, Lot 2

3. PRICE

SALES PRICE $ ~~388,000.00~~ 380,300 to be paid as follows $246,000 PK 6/15/05

A $ 2,000.00
B $
$ 98,000.00
$ 280,300
$ ~~288,000.00~~

Earnest money paid by [ ] cash, [✓] check, [ ] other
Held in trust by Jerry Fowler and the Results Team
Additional earnest money to be deposited with _____
prior to _____
Balance of down payment at closing is to be in the form of a cashier's check or certified funds.
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 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 paid by the Purchaser
PMI FHA-MIP VA, or Rural Housing Funding/Guarantee Fee to be paid by N/A
[ ] To be financed Discount Points (if any) to be paid by the 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 $ N/A

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 AJL, LML) DATE 6-15-05 HAVE READ THIS PAGE. Sellers Initials (PK /) DATE 6/15/05 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. All appliances and items to be conveyed are to remain 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 rugs or window treatments currently in place on 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 a flood zone or [✓] is not located in a flood zone

(E) Seller warrants 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 400 and the fee [ ] is or [ ] is not current. Purchaser [ ] has [✓] has not received a copy of restrictions/covenants if applicable

(F) 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 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 **Alfred Lewis and Lucille Coleman** and delivered to stipulated place of closing This transaction shall be closed on or before ~~JULY 29, 2005~~ August 1 PK 6/15/05 JJQ 6-15-05

11 POSSESSION

The Seller will be obligated to give possession and vacate the herein described property at closing. Seller agrees to deliver the property free of debris, in clean condition with landscaping maintained Seller shall give Purchaser access to the herein described property for the purpose of a walk through inspection within twenty-four (24) hours prior to closing Seller will also maintain all utilities (water gas electric, and sewer) until closing for the purpose of a final walk-through and home inspection.

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. _____

If the house is not closed by the above date builder to cover temporary housing and storage not to exceed $150 per day.

House allowances to be as per attached Addendum "A"

See attached Addendum "B"

14. 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 or projected on the date of closing are to be prorated on that basis unless otherwise stipulated in this contract.

7 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 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 at 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.
[ ] Other _____

8. INSPECTIONS

A. Home Inspection 5 DAYS AFTER THE CO HAS been RECEIVED
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 profession 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 (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 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
Soil Treatment Letter
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, and 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. The 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. The 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 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.

Purchaser's Initials (JK / JRC) DATE 6-15-05 HAVE READ THIS PAGE. Sellers Initials (PK / ____) DATE 6/15/05 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 of 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 any 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 not 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 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 statue

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 Builder 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.

Purchaser's Initials ADL MLC) DATE 6-15-05 HAVE READ THIS PAGE. Seller's Initials (MK / ____) DATE 6/16/05 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 existance 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

	Alfred J Clemo	6 15 05	256 88-6996
Witness as to Purchaser	Purchaser	Date	SSN
	Lucille Clemons	6-15-05	005-46-5797
Witness as to Purchaser	Purchaser	Date	SSN
		6/16/05	
Witness as to Seller	Seller	Date	SSN
Witness as to Seller	Seller	Date	SSN

D Melton	Dutch Fork Realty 622 2080 Cell	(803) 949-9100
Listing Agent	Office	Telephone Number
Jerry Fowler	Jerry Fowler and The Results Team	(803) 798-0555
Selling Agent	Office	Telephone Number

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 10.00 O CLOCK P M (ET) ON 6/15/2005 (DATE)

The ( )BUYER ( ) SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM

ADDENDUM "A"
Page 1

K & L Contracting, LLC

P.O. Box 11641
Columbia, SC 29211
(803) 786-9584 – Fax (803) 786-9582

Project Specifications

Property Address 105 Dutchfork Creek Trail

Subdivision. Rolling Creek – Phase IV – Lot 2

Plan. Frank Betz – "The Coventry"

Allowances

- Light Fixtures: ~~$2,000~~ $3,000 PK 6/15/05 RC 6-15-05 OK 6 15 05 6 15 05
- Appliances: ~~$1,800~~ $2,100 PK 6/15/05 RC 6-15-05 OK
- Tile $8 00/sf installed
- Hardwood $6 00/sf installed and finished
- Carpet: $18/yd installed
- Door/Cabinet Hardware (installed per unit): Front Entry = $120, deadbolt = $18, entry = $18, interior knobs = $14, Cabinet knobs = $3.50
- Plumbing fixtures (per fixture only): Bath faucet = $100, tub/shower or kitchen fixture = $125, kitchen sink = $350, Roman tub faucet = $250
- Other Hardware (installed): Towel/Paper/Rings = $15 each
- Landscaping: ~~$3,500~~ $7,000

PK 6/15/05

Note: All allowances include taxes and delivery charges. Any overages to be paid by homeowner directly to vendor at time of selections.

Square Footage (approximate)

Main = 2002 sf
Second Floor = 597 sf
Bonus = 302
Garage = 527 sf
Front Porch = 91 sf
Open Deck – Rear = 155 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 joists, 2 x 10 syp girders as needed. Garage foundation - concrete brick Footings to be 24" wide by 8" deep of 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 facade: Brick entire house per plan-$230/1900 brick (neighborhood selections). Stucco/Brick details per plan around windows/doors-front only

Initials Builder: PK
Purchaser: OK OK

K & L Contracting, LLC
P.O. Box 11641 Columbia, SC 29211
(803)749-8334 (o) (803)281-3198 (f)

To Lewis and Lucille Coleman

From. Pat Kirk, K & L Contracting, LLC

Date June 15, 2005

Re Proposal – Additions to 105 Dutch Fork Creek Trail

CC Judy Fowler, Jerry Fowler & the Results Team Realtors
'D Melton, Dutch Fork Realty

Below are specifications for proposed screen deck addition to above stated property

- Approximately 224 sf
- Porch begins at edge of fireplace and runs to area between windows in the breakfast/keeping rooms
- Shed roof tied into main roof
- Metal/vinyl trim at cornice
- Vinyl soffit at interior ceiling
- Ceiling fan/light prewire
- Deck framing of pressure treated wood with 6x 6 posts at corners
- Fiberglass screening with metal screen door, lattice strips at screen edges
- Unpainted
- Treated tongue and groove wood decking
- Shingled roof to match existing
- Optional Brick foundation with concrete slab

Total screen deck addition price ~~$9,800~~
Total with option $12,300

6-16-05 6-15-05

Add concrete pad (approx. 10'x10') and 220V connection for whirlpool: ~~$750~~ included in contract Price

6-15-05 6-16-05

Thank you and please feel free to call me with any questions

Pat Kirk

600-6839

Lucille Coleman
Alfred Lewis Coleman

After recording please return to

OHIO SAVINGS BANK ATTN
DOCUMENT CONTROL
[Company Name]

[Name of Natural Person]

1111 CHESTER AVE
[Street Address]

CLEVELAND, OH 44114
[City State Zip Code]

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100162500043627810

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, 2005 together with all Riders to this document

(B) **'Borrower** is ALFRED L COLEMAN AND LUCILLE COLEMAN

Borrower is the mortgagor under this Security Instrument

(C) **MERS"** is Mortgage Electronic Registration Systems Inc MERS is a separate corporation that is acting solely as a nominee for Lender and Lender s successors and assigns **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware and has an address and telephone number of P O Box 2026 Flint MI 48501 2026 tel (888) 679 MERS

(D) **Lender'** is THREE RIVERS MORTGAGE INC

Lender is a corporation organized and existing under the laws of THE STATE OF SOUTH CAROLINA

LOAN NUMBER 4362781 Initials _____

Lender s address is 144 LEISURE LANE,
COLUMBIA SC 29210

(E) **Note** means the promissory note signed by Borrower and dated August 1, 2005
The Note states that Borrower owes Lender two hundred eighty thousand and NO/100ths
Dollars (U S $ 280,000 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, 2035

(F) **Property"** means the property that is described below under the heading "T ansfer of Rights in the Property

(G) **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

(H) **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
- ☐ Balloon Rider
- ☐ 1 4 Family Rider
- ☐ Other(s) *[specify]*
- ☐ Condominium Rider
- ☒ Planned Unit Development Rider
- ☐ Revocable Trust Rider
- ☐ Second Home Ride
- ☐ Biweekly Payment Rider

(I) **Applicable Law** means all controlling applicable federal, state and local statutes regulations ordinances and administrative rules and orders (hat have the effect of law) as well as all applicable final non appealable judicial opinions

(J) **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

(K) **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

(L) **"Escrow Items"** means those items that are described in Section 3

(M) **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

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of or default on the Loan

(O) **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

(P) **"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

(Q) **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 MERS (solely as nominee for Lender and Lender s successors and assigns) and to the successors and assigns of MERS the following described property located in the

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

SEE ATTACHED LEGAL DESCRIPTION

which currently has the address of 105 DUTCH FORK CREEK TRAIL
[Street]

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

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but if necessary to comply with law or custom MERS (as nominee for Lender and Lender s successors and assigns) has the right to exercise any or all of those interests including, but not limited to the right to foreclose and sell the Property and to take any action required of Lender including, but not limited to releasing and canceling this Security Instrument

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 not ces 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 prior ty over this Security Instrument Lender may give Borrower a noti e 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 no destroy damage or impair the Property allow the Property to deteriorate or commit waste on th 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 f asible 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 P operty 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 Lend r 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

anv Successor in Interest of Borrower shall not operate to release the liability of Borrower or a v Successors in Interest of Borrower Lender shall not be required to commence proceedings against anv Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured bv this Security Instrument by reason of any demand made bv the original Borrower or any Successors in Interest of Borrower Anv 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 emedv

13 Joint and Several Liabilitv Co-signers Successors and Assigns Bound Borrower cov nants 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 exc ed 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 bv mak ng a direct payment to Borrowei 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 ac ion Borrower might have arising out of such overcharge

15 Notices All notices given by Borrower or Lender in connection with this Security Instrument mus 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 I ender of Borrower s change of address I 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 designa ed notice address under this Security Instrument at any one time Any notice to Lender shall be given bv 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 o 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 one hundred fifty percent (1.0%) 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 th s Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed sealed and delivered in the presence o

Printed Name _____ [Please Complete]

Printed Name _____ [Please Complete]

ALFRED L COLEMAN (Seal) Borrower

LUCILLE COLEMAN (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

[Acknowledgment on Following Page]

LOAN NUMBER

State of SC §

County of [illegible] §

Before me the undersigned authority on this day personally appeared ALFRED L COLEMAN and LUCILLE COLEMAN

known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 1st day of March 2015

(Seal)

Notary Public

My Commission Expires 3/1/25

LOAN NUMBER

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 shown as Lot 2 on a bonded plat of Rolling Creek, Phase IV prepared by Associated E & S Inc for Dutch Ford Development Group and being dated August 15 2002 and recorded in the Richland County R O D in Book RB710 at Page 1303 on October 3 2002 and having the same boundaries and measurements as shown on said plat

Derivation This being the same piece of property conveyed to ALFRED L. COLEMAN AND LUCILLE COLEMAN by Deed of K&L CONTRACTING LLC dated the 1st day of August 2005 and recorded in the Office of the ROD for Richland simultaneously herewith

ALFRED L COLEMAN AND LUCILLE COLEMAN

Irmo SC 29036

RE-05 879

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
0502167	05/16/2005	$	$	

LOCATION 105 Summer Branch Ln
Irmo SC 29063

TMS# 02607-07-03

USEZONE RS LD FLOODZONE None

MOBILEDECAL

MOBILEMODEL

SUBDIVISION Rolling Creek@ Courtyards ph 4

LOT 3

UTILITIES
Electn
Sewer Richland County
Gas

OWNER K and L Contracting

APPLICAN K and L Contracting

SUB-CONTRs
Electrical Weaver Systems Inc
Plumbing Home Service
Mechanical Aero Services Inc

CONTRACTOR K and L Contracting
Patrick A Kirk

LICENSES
General
Electrical
Mechanical
Plumbing

DESCRIPTIONOFWORK
Single Family Residence

NATUREOFWORK
New Construction

REPORTCODE
101 New Res Single-family houses attached or detached

OCCUPANCYTYPE
Residential R3

CONSTRUCTIONTYPE
V UNPR

SETBACKS

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

DIMENSIONS

#STORIES	0
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 05/16/2005

WEBADDRESS	PERMITNUMBER	PERMITPIN
http://BuildingDepartment.com/projects	0502167	273375

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

printed July 6, 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: ROLLLO3	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: William A. Williams and Vickie W. Williams

ADDRESS OF BORROWER:

E. NAME OF SELLER: SEL Properties LLC

ADDRESS OF SELLER:

F. NAME OF LENDER: First Citizens Bank and Trust Company

ADDRESS OF LENDER: [illegible] South Carolina

G. PROPERTY LOCATION: Irmo, SC 29063

H. SETTLEMENT AGENT: HANSON LAW FIRM, P.A.

I. PLACE OF SETTLEMENT: 6156 ST. ANDREWS ROAD, SUITE 101, COLUMBIA, SC 29212

J. SETTLEMENT DATE: 12/22/2003

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	61,500.00	401. Contract sales price	61,500.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,586.00	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 12/22/2003 to 12/31/2003	8.55	407. County taxes 12/22/2003 to 12/31/2003	8.55
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 ▶	63,094.55	420. GROSS AMOUNT DUE TO SELLER ▶	61,508.55
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)	55,350.00	502. Settlement charges to seller (line 1400)	23,465.95
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. [illegible] 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 ▶	57,350.00	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	23,465.95
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	63,094.55	601. Gross amount due to seller (line 420)	61,508.55
302. Less amount paid by/for borrower (line 220)	57,350.00	602. Less reductions in amount due seller (line 520)	23,465.95
303. CASH ☒ From ☐ To BORROWER ▶	5,744.55	603. CASH ☒ To ☐ From SELLER ▶	38,042.60

5408

J. 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 61,500.00 @ 10.00 % = 6,150.00			
Division of Commission (line 700) as follows:			
701 6,150.00	to Dutch Fork Realty		
702	to		
703 Commission paid at Settlement (6150.00 1000.00 = 5150.00)			6,150.00
704	to		
800 Items Payable In Connection With Loan			
801 Loan Origination Fee %	to First Citizens Bank and Trust	553.50	
802 Loan Discount %	to		
803 Appraisal Fee	to George Leimer	250.00	
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 12/22/2003 to 1/1/2004 @ /day for 10 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	165.00	
1103 Title examination	to		
1104 Title insurance binder	to		
1105 Document preparation	to Hanson Law Firm, P.A.		150.00
1106 Notary fees	to		
1107 Attorney's fees (includes above items numbers:	to Hanson Law Firm, P.A.	325.00	
1108 Title insurance (includes above items numbers:	to St. Andrews Title Insurance Company	255.00	
1109 Lender's Coverage	INS AMT. 55,350.00		
1110 Owner's Coverage	INS AMT. 61,500.00		
1111			
1111 Copies, Fax, Postage	to Hanson Law Firm, P.A.	27.50	
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	
1202 City/county tax/stamps: Deed $67.65; L. Mortgage(s) ; S. Mortgage(s)			67.65
1203 State tax/stamps: Deed $159.90; L. Mortgage(s) ; S. Mortgage(s)			159.90
1204			
1205			
1300 Additional Settlement Charges			
1301 Survey	to		
1302 Pest Inspection	to		
1303 Roof Inspection	to		
1304	to		
1305 County Taxes LOT ONLY	to Richland County Treasurer		346.87
1306 Development Fee	to Dutch Fork Development Group		2,933.00
1307 Closing Proceeds	to Dutch Fork Development Group		13,658.53
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103 Section J and 502 Section K)		1,586.00	23,465.95

CERTIFICATION DATE 12/22/2003

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 by me in connection with the transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER: Dutch Fork Development Group, LLC

William W. Williams Borrower By [signature] Seller

William W. Williams

Vicki W. Williams Borrower By 5409 Seller

Vicki W. Williams

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.

HANSON LAW FIRM, P.A.

[signature] Settlement Agent 12/22/2003 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

ROI LLOY

COPY

A Settlement Statement

U.S Department of Housing and Urban Development

OMB N 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.	ROLLLO3		

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 William A Williams and Vickie Williams

ADDRESS OF BORROWER

E. NAME OF SELLER SEL Properties LLC

ADDRESS OF SELLER.

F NAME OF LENDER First Citizens Bank and Trust Company

ADDRESS OF LENDER South Carolina

G PROPERTY LOCATION Irmo, SC 29063

lot 3 #IV

H SETTLEMENT AGENT HANSON LAW FIRM P.A

PLACE OF SETTLEMENT 6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212

I SETTLEMENT DATE 12/22/2003

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	61,500 00	401. Contract sales price	61,500.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,586.00	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 12/22/2003 to 12/31/2003	8 55	407 County taxes 12/22/2003 to 12/31/2003	8.55
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 ▶	63 094.55	420 GROSS AMOUNT DUE TO SELLER ▶	61,508.55
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)	55,350.00	502. Settlement charges to seller (line 1400)	23,465.95
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504 Payoff of first mortgage loan	
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 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 ▶	56,350.00	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	23 465 95
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	63,094 55	601 Gross amount due to seller (line 420)	61,508 55
302 Less amounts paid by/for borrower (line 220)	56,350 00	602. Less reductions in amount due seller (line 520)	23,465 95
303 CASH ☒ From ☐ To BORROWER ▶	6,744 55	603 CASH ☒ To ☐ From SELLER ▶	38 042.60

3532

Site dev cost 5603 40
Infrastructure 18,760.67
COS -24,364 07

12-2303 J

HUD 1 (3 86) RESPA HB 4305.2

PAGE 1

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 61,500.00 @ 10.00 % = 6,150.00			
Division of Commission (line 700) as follows.			
701. 6,150.00	to Dutch Fork Realty		
702.	to		
703. Commission paid at Settlement (6150.00 1000.00 = 5150 00)			6,150.00
704	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee %	to First Citizens Bank and Trust	553.50	
802. Loan Discount %	to		
803. Appraisal Fee	to George Leanter	250.00	
804. Credit Report	to		
805. Lenders 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 12/22/2003 to 1/1/2004 @ /day for 10 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	165.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to Hanson Law Firm, P.A.		150.00
1106 Notary fees	to		
1107. Attorney's fees	to Hanson Law Firm, P.A.	325.00	
(includes above items numbers:			
1108 Title insurance	to St. Andrews Title Insurance Company	255.00	
(includes above items numbers:			
1109. Lender's Coverage:	INS AMT. 55,350.00		
1110 Owner's Coverage:	INS AMT. 61,500.00		
1110a			
1111. Copies, Fax, Postage	to Hanson Law Firm, P.A.	27.50	
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	
1202. City/county tax/stamps. Deed $67.65; L Mortgage(s) , S-Mortgage(s)			67.65
1203. State tax/stamps. Deed $159.90; L Mortgage(s) , S Mortgage(s)			159.90
1204			
1205			
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		346.87
1305. County Taxes LOT ONLY	to Richland County Treasurer		2,933.00
1306. Development Fee	to Dutch Fork Development Group		13,658.53
1307. Closing Proceeds	to Dutch Fork Development Group		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103 Section J and 502 SectionK)		1,586 80	23 465 95

3533

CERTIFICATION DATE 12/22/2003

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

SEL Properties LLC

William A. Williams Borrower By Seller

William A Williams

Vicki Williams Borrower By Seller

Vicki Williams

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 12/22/2003 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 imprisonment For details see Title 18 U.S Code Section 1001 and Section 1010

ROLLLO3

Rolling Creek
Phase IV

This contract made between William A. and Vicki W. Ingram, 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 3 Block ____, Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- ---------$ 61,500.00
To be paid as follows
Deposit or Reservation Money (Cash__Check__)-----$ 1,000.00

Balance upon Delivery of Deed as hereinafter provided $ 60,500.00

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

4% WAW

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%)~~ 4% 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 WAW

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 William A. and Vicki Williams
And be delivered at the office of Ken Hanson
Or other stipulated place of closing and transaction closed on or before Dec 20th 2003
But not later than Dec. 20th 2003, 2002, as extended for events or occurrences beyond Seller s control such as acts of God casualty losses or material shortages w/tw

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

he 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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

The purchaser has read the entire contract and understands the terms thereof

(1) If plans and specs are too expensive buyer has the right to a full refund of earnest money. DM 10-11-03 WAW WW

In Witness Whereof the undersigned have set their hands and seals

(2) Seller to have the storm drain area cleaned up and to replace the headwall of the drain pipe with natural rock to enhance the appearance by time of completion of the home. DM WW 10/14/03

Signed Sealed and Delivered
In the Presence of

William A. Williams 10/11/03
Purchaser Date

Viola Williams 10/11/03
Purchaser Date

(As to Purchaser)

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

(As to Seller)

By

Its

U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

A HUD-1 UNIFORM SETTLEMENT STATEMENT

B Type of Loan			
1 [ ] FHA 2 [ ] FmHA 3 [ ] Conv Unins 4 [ ] VA 5 [ ] Conv Ins CASH CLOSING	6 File Number Phillips Joe	7 Loan Number	8 Mortgage Insurance Case Number

C NOTE This form furnishes a statement of 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 for informational purposes and are not included in the totals

D Name & Address of Borrower	E Name Address & TIN of Seller	F Name & Address of Lender
Joe Phillips Jr d/b/a Phillips Builders 1130 Sox St W Columbia SC 29169	SEL Properties LLC 120 Willow Creek Drive Irmo SC 29063	Not Applicable
G Property Location Lot 4 Phase IV Rolling Creek Subdivision a/k/a 3 Dutchford Branch Ct Irmo SC TMS No 02611 04 34	TIN of Seller Place of Settlement 1700 Sunset Blvd Ste 2 W Columbia, SC 29169	H Settlement Agent William R Applegate Attorney I Settlement Date Aug 13 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	59 000 00	401 Contract sales price	59 000 00
102 Personal Property		402 Personal Property	
103 Borrower's settlement charges (line 1400)	967 00	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		**Adjustments for items pa d by seller in advance**	
106 City/town taxes to	0 00	406 City/town taxes to	0 00
107 County taxes to	0 00	407 County taxes to	0 00
108 Assessments to	0 00	408 Assessments to	0 00
109 to	0 00	409 to	0 00
110		410	
111		411	
112		412	
113		413	
120 Gross Amount Due from Borrower	59 967 00	420 Gross Amount Due to Seller	59 000 00
200 Amounts Paid by or In Behalf of Borrower		**500 Reductions In Amount Due to Seller**	
201 Deposits or earnest money	1,000 00	501 Excess deposit (see instructions)	1 000 00
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	4 331 30
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	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to	0 00	510 City/town taxes to	0 00
211 County taxes 1/1/03 to 8/13/03	216 00	511 County taxes 1/1/03 to 8/13/03	216 00
212 Assessments to	0 00	512 Assessments to	0 00
213 Landscap Allow to	3 000 00	513 Landscap.Allow to	3 000 00
214		514	
215		515	
216		516 S H O I I S T	764
217		517	
218		518	
219		519	
220 Total Paid By/for Borrower	4 216 00	520 Total Reduction Amount Due Seller	8 547 30
300 Cash at Settlement From/to Borrower		**600 Cash at Settlement To/from Seller**	
301 Gross amount due from borrower (line 120)	59 967 00	601 Gross amount due to seller (line 420)	59 000 00
302 Less amounts paid by/for borrower (line 220)	4 216 00	602 Less reductions in amount due seller (line 520)	8 547 30
303 Cash [X] from [ ] to Borrower	55 751 00	603 Cash [X] to [ ] from Seller	50 452 70

Substitute Form 1099 Seller Statement

The information in Blocks E G H I & line 401 (or if line 401 is astensked line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported If this real estate is 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 to provide the Settlement Agent (named above) with your correct taxpayer identification number If you do not provide the Settlement Agent with your 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

SEL Properties LLC (Seller) — SEL Properties LLC

SEL Properties LLC (Seller) — SEL Properties LLC

3534

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)	59,000 00 @	%			
Division of Commission (line 700) as follows					
701					
702					
703 Commission paid at Settlement					0 00
704 Development Fee to Dutchfork Development					3,933 00
800 Items Payable in Connection with Loan					
801 Loan Origination Fee					
802 Loan Discount					
803 Appraisal Fee					
804 Credit Report					
805 Lender's Inspection Fee					
806 Mortgage Insurance Application Fee					
807					
808					
809					
810					
811					
812					
813					
814					
900 Items Required by Lender to Be Paid in Advance					
901 Interest from	to	@ $	per day	0 00	
902 Mortgage Insurance Premium for					
903 Hazard Insurance Premium for					
904					
905					
1000 Reserves Deposited with Lender					
1001 Hazard insurance	months @ $		per month	0 00	
1002 Mortgage insurance	months @ $		per month	0 00	
1003 City property taxes	months @ $		per month	0 00	
1004 County property taxes	months @ $		per month	0 00	
1005 Annual assessments	months @ $		per month	0 00	
1006	months @ $		per month	0 00	
1007					
1008					
1009 Aggregate Accounting Adjustment					
1100 Title Charges					
1101 Settlement/closing fee					
1102 Abstract/title search to W R Applegate				200 00	
1103 Title examination					
1104 Title insurance binder to					
1105 Document preparation to					
1106 Notary fees					
1107 Attorney's fees to W R Applegate				450 00	
(includes above item numbers					
1108 Title insurance to First American Title Insurance Company				307 00	
(includes above item numbers 1104					
1109 Lender's coverage					
1110 Owner's coverage $59 000 00					
1111 Deed Preparation to W R Applegate					175 00
1112					
1113					
1200 Government Recording and Transfer Charges					
1201 Recording	Deed 10 00	Mortgage	Release 5 00	10 00	5 00
1202 City/county tax/stamps	Deed 218 30	Mortgage			218 30
1203 State tax/stamps	Deed	Mortgage		0 00	
1204					
1205					
1206					
1300 Additional Settlement Charges					
1301 Survey					
1302 Pest Inspection					
1303					
1304					
1305					
1306					
1307					
1308					
1400 Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)				967 00	4,331 30

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

Seller — SEL Properties LLC

Seller — SEL Properties LLC

Borrower — Joe Phillips Jr d/b/a Phillips Builders

Borrower — Joe Phillips Jr d/b/a Phillips Builders

To the best of my knowledge the HUD 1 Settlement Statement which I have prepared is 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

William R Applegate — Settlement Agent August 13 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 fine and imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

3535

Rolling Creek
Phase IV

This contract made between Phillips B. Ivers, 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 4 Block ____, Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged JP 8-4-03 DM 8-4-03 JP JA

The Purchase Price is ----------$ ~~55,500.00~~ 59,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$ 1,000.00 JP JA DM 8-4-03
Balance upon Delivery of Deed as hereinafter provided $ ~~54,500.00~~ 58,000.00 JP 8-4-03

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 Phillips Builders Inc.
And be delivered at the office of to be determined
Or other stipulated place of closing and transaction closed on or before Aug 18th 2003
But not later than Aug 30th 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

he 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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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)

JOE Phillips JR 7-18-03
Purchaser Date

_____
Purchaser Date

_____
Telephone – Home

_____
SEL Properties LLC

By _____

Its _____

ROLLING CREEK

PHASE___

This Contract made between Donald N. and Jeanine M Pacus, Purchaser, and Dutch Fork Development Group, 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 Rolling Creek, on the West Shady Grove Road near the Town of Irmo, in Richland County, State of South Carolina, and being described as follows

Lot 4 Block ___, Phase IV, Rolling Creek Subdivision, Irmo, S C 29063

The conveyance is and will be subject to the following

1 Prorata taxes and assessments, not yet due and payable
2 All matters which would be revealed by an accurate survey or inspection of the property
3 Existing easements and restrictive covenants of record, including any shown on recorded plats, and all governmental statutes, rules, regulations and ordinances
4 The lot will be conveyed subject to the provision of Declaration of Covenants, Conditions and Restrictions of Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is $65,000.00
to be paid as follows
Deposit or Reservation Money (Cash___Check✓) $1,000.00

Balance Upon Delivery of Deed as hereinafter provided $64,000.00

1 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 that 5% and so long as the lot still complies with all governmental regulations, In the event of an alteration or modification greater than 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

2 Purchaser acknowledges they Seller cannot convey the premises until recordation of the subdivision survey

3 Purchasers agrees to close on the purchase of the lot within two (X) weeks of recordation of the plat for the subdivision

4 In the event the subdivision is not approved, or a bonded or final survey cannot be recorded prior to Oct 1st, 2002 the purchasers shall have the option of terminating this contract and receiving full refund of all monies paid hereunder or extending the contract period for a term not to exceed two (2) months

5 Purchaser further acknowledges that in addition to the purchase price and fees paid hereunder that Dutch Fork Realty shall receive as additional compensation three (X6%) percent 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 Donald N and Seanae McDaris and be delivered at the office of to be decided or other stipulated place of closing and transaction closed on or before As #3 states, but not later than _____, 2000, as extended for events or occurrences beyond Seller's control, such as acts of God, casualty losses or material shortages

Possession of said premises will be given Purchaser at closing Purchaser may be required to close the sale of this lot subject to the Richland County regulation which would prevent occupancy of the home constructed on the lot prior to the completion and approval of any addition to water system within the development The Seller has provided the bond required by the Richland County to insure the proper completion and approval of the water supply, roads and drainage system within the subdivision Seller intends to deed these systems to the County and/or City and the County and/or City will assume responsibility for the further maintenance of these systems

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 the taxes of records on the date of closing Any increase or decrease of taxes will be subject to an adjustments by the Purchaser and/or Seller when the current year's 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 acreage in the subject lot) Seller will pay to Purchaser a sum 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 Contact, 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 Rolling Creek 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 at 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 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 be charged

See Contract of Sale Addendum

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 8/31/02 Date
	Purchaser 9/5/02 Date
(As to Purchaser)	503 749 7879
Address	Telephone - Home
City, State, Zip Code	DUTCH FORK DEVELOPMENT CORP
(As to Seller)	By Its Mgr

Earnest money is totally refundable.

DMD 8/31/02 9/5/02 SBK 9-23-2002

NEW CONSTRUCTION
OFFER TO PURCHASE

(Standard Form of The Greater Columbia Association of REALTORS® Rev 01/05) 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 18 day of March, 20 05
by Bruce E. & Debra L. Klaiber Purchaser(s)
to Quinn & Gerard 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 4 Block _____ Section _____ Subdivision Rolling Creek
Address 3 Dutchfork Branch Creek Court
Tax Map # 21000 04 06 City Dillon Zip 29063
County of Florence State of South Carolina.

3 PRICE

The sales price is $ 449,500 to be paid as follows:

A. $ 5,000 Earnest money paid by [ ] cash [X] check, [ ] other being overnighted on 3/21/05 held in trust by CB Harbison

B. $ — Additional earnest money to be deposited with _____ prior to _____ 3/30/05 BEK

C. $ 85,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds BEK

D $ 359,500 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) [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 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 7/30/05 (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 BEK / BEK DATE 3/20/05 HAVE READ THIS PAGE. Builder/Seller's Initials _____ / _____ DATE _____ HAVE READ THIS PAGE

EXCLUSIVE RIGHT TO BUY
BUYER AGENCY CONTRACT

1 **APPOINTMENT OF BROKER** By this contract Brian C + Deborah Heuer ("Buyer") appoints Broker In Charge of C21 United 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. SF family
Approximate Price Range. $ 300-600m
General Location. Cherin
Preferred Terms _____
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 Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law

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 that 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 of 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

[BCH] BUYER [DKH] BUYER [____] BROKER HAVE READ THIS PAGE
3/20/05 3/20/05

March 20, 2005

ADDENDUM TO CONTRACT OF SALE

Coldwell Banker United
State of South Carolina

Agreement made this 20th day of March between Brian E & Debra L. Kleven Purchaser and Owner of Record (Joe Phillips, Bldr) Seller Pertaining to contract of Sale dated 3/20/05 for property located at the following address Lot 4 Dutchfork Branch Court

Changes and/or additions are as follows:

1 H/W floors to be in the foyer, hallway kitchen/breakfast room, living room and dining room. Prefinished solid wood H/W floors
2 Laundry room and sunroom to have ceramic tile.
3 All closets are to be wood shelving & racks rather than wire
4 Bar sink to be installed in FROG and a plug added for refrigerator
5 Builder will allow purchaser to pick 3 paint colors not including trim
6 All hinges are to be silver to include all cabinet knobs and lever doorknobs
7 Builder to install a turnaround and parking pad for the driveway (to be approved by buyer)
8. A deck to be added off screen porch with stairs to yard. Builder to provide buyer with overage cost of using Trex decking or similar material
9 A gas line is to be added for a gas stove in the kitchen
10 H/W heater is to be gas.
11 At no cost to the buyer, the builder will add a double door opening under the screen porch wide enough to accommodate a riding mower
12 At no cost to the buyer, the builder will add a closet/pantry on the wall of the hallway/garage with design of closet/pantry approved by buyer
13 Gas logs will be added to the FP with a gas line
14 Ceramic tile in all baths.
15 Drain lines in back yard are to be moved to allow for installation of pool at a later date. Location to be approved by the buyer
16 Builder to get cost to buyer for installation of central vacuum system. Installation contingent on buyer approval
17 Builder to get cost to buyer for installation of central humidifier and humidistat Installation contingent on buyer approval
18 Builder to install lights in both storage areas under house
19 Builder to install electrical outlets on a separate circuit in storage area under screen porch.
20 Faucets to be selected by buyer

Witness_____ Purchaser Brian E Kleven

Witness_____ Purchaser Debra L Kleven

Witness_____ Seller_____

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 Brokerage 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 Brokerage Fee described in subsection (c) below and shall be kept by Broker whether or not a Brokerage Fee is earned
[ ] This Service Fee shall be credited against the Brokerage Fee described in subsection (c) below and shall be kept by Broker whether or not a Brokerage 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 Brokerage Fee as defined below

☐ c. Brokerage Fee: Buyer shall pay Broker a Brokerage 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 Brokerage Fee stated above Broker shall use his best efforts to obtain payment of the Brokerage Fee out of the transaction but Buyer shall have the obligation to pay Broker the Brokerage 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 Brokerage fee

☑ d Brokerage Fee. Broker shall obtain payment of the Brokerage 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 Brokerage fee

6. TERM OF AGENCY Broker's authority to act as Buyer's exclusive agent under the terms of this Contract shall begin on 3 10 20 05 and shall end at 11.58p m on 12-1 20 05

7 CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY (INITIAL APPLICABLE CHOICES)
✓ Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Broker and Buyer
Buyer acknowledges that after entering into this written agency contract, agent might request a modification 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 Buyer agrees Buyer will execute a separate written Dual Agency Agreement.
✓ Permission to act as a designated agent will not be considered
___ Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction If Buyer agrees Buyer will execute a separate written Designated Agency Agreement

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 signed any agency agreement with any other Broker or 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

[BSR] BUYER [DSK] BUYER [____] BROKER HAVE READ THIS PAGE
3/20/05 3/20/05

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 Brian E. & Debra L. Kleiser and delivered to the stipulated place of closing. This transaction shall be closed on or before May 9, 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 so noted X 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

Purchaser's Initials (BEK/DLK) DATE 3/30/05 HAVE READ THIS PAGE Builder/Seller Initials (____/____) 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 _____ (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 assessment. 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 $ _____ per ____ ____ (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 [ ] 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 expences whatsoever in conection 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 Purchasor 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 _____

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 18/32 Installed including pad.

(b) Other Floor covering H/W & Ceramic Tile Installed $2.00 per sq ft

(c) Light fixtures $900.00 excluding installation cost. (Installation cost is included in sales price)

(d) Wallpaper _____ Installed

(e) Kitchen Appliances $2000.00

(f) Landscaping $3000.00

(g) Other Cabinets $7000.00

Purchaser's Initials [illegible] DATE 3/25/05 HAVE READ THIS PAGE Builder/Seller Initials (____/____) DATE _____ HAVE READ THIS PAGE

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, convenants 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 BUYER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW

Brian E. K... 3/20/2005 3:4pm Email: _____
BUYER Date Time Phone _____
Fax _____

Debra L Kleven 3/20/05 3:41 pm PT Email _____
BUYER Date Time Phone _____
Fax _____

_____ 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 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. 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®.

© 2005 South Carolina Association of REALTORS®. 1/05

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 _____ o clock _____ .m. (ET) on _____ (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 to Purchaser	Purchaser Bella G. Klein	Date 3/20/05	SSN 440-15-3091
Witness as to Purchaser	Purchaser Debra L Klewen	Date 3/20/05	SSN 412 15 7743
Witness as to Builder/Seller	Builder/Seller	Date	SSN
Witness as to Builder/Seller	Builder/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)

01/05

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained, Phillips Builders (herein called "OWNER") and Dutch Fork Realty LLC (herein called BROKER) agree as follows For the period of time beginning on 9-22 20 04 and ending at midnight on 9-22 20 05 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as #3 Dutch Fork Branch Court Irmo, SC 29063 Rolling Creek Subdivision 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 $ 449,500. or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authonzation 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 authonzation period or as a result of a contract secured during the authonzation 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 authonzation period or if the Owner sells or obtains the contract to sell the property within 45 days after the expiration of the authonzation period to or from a purchaser introduced to the property during the authonzation period This protection period for the Broker beyond the authonzation 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 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 inquines 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 tain/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 authonzes 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 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 this Contract

O EARNEST MONEY Owner authonzes 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 Joe Phillips JR	SS#	DATE 9-22-04
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

COPY

Rolling Creek

U S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

A. HUD-1 UNIFORM SETTLEMENT STATEMENT

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 CASH CLOSING | Phillips Joe

C NOTE This form furnishes a statement of 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 for informational purposes and are not included in the totals

D Name & Address of Borrower	E Name, Address & TIN of Seller	F Name & Address of Lender
Joe Phillips Jr d/b/a Phillips Builders	SEL Properties LLC	Not Applicable
1130 Sox St.	120 Willow Creek Drive	
W Columbia SC 29169	Irmo SC 29063	
G Property Location	TIN of Seller	H Settlement Agent
Lot 5 Phase IV Rolling Creek Subdivision	Place of Settlement	William R Applegate
a/k/a 5 Dutchfork Branch Ct Irmo SC	1700 Sunset Blvd Ste 2	Attorney
TMS No 02611-04-33	W Columbia, SC 29169	I Settlement Date May 4 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	53 000 00	401 Contract sales price	53 000 00
102. Personal Property		402. Personal Property	
103 Borrower's settlement charges (line 1400)	949 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	0 00	406. City/town taxes to	0 00
107 County taxes to	0 00	407 County taxes to	0 00
108 Assessments to	0 00	408 Assessments to	0 00
109 to	0 00	409 to	0 00
110		410	
111		411	
112.		412.	
113.		413	
120. Gross Amount Due from Borrower	53 949 00	**420 Gross Amount Due to Seller**	53 000 00
200 Amounts Paid by or in Behalf of Borrower		**500 Reductions in Amount Due to Seller**	
201 Deposits or earnest money		501 Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	774 69
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 25% Net Proceeds Profit Sharing to Dutch Fork Develop	13 026 57
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210 City/town taxes to	0 00	510 City/town taxes to	0 00
211 County taxes 1/1/05 to 5/4/05	119 04	511 County taxes 1/1/05 to 5/4/05	119 04
212. Assessments to	0 00	512 Assessments to	0 00
213 to		513 to	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/for Borrower	119 04	**520 Total Reduction Amount Due Seller**	13 920 30
300 Cash at Settlement From/to Borrower		**600 Cash at Settlement To/from Seller**	
301 Gross amount due from borrower (line 120)	53 949 00	601 Gross amount due to seller (line 420)	53 000 00
302 Less amounts paid by/for borrower (line 220)	119 04	602 Less reductions in amount due seller (line 520)	13 920 30
303 Cash X from to Borrower	53 829 96	**603. Cash X to from Seller**	39 079 70

Substitute Form 1099 Seller Statement

The information in Blocks E, G H I & line 401 (or if line 401 is astensked line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service If you are required to file a return a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported If this real estate is 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 to provide the Settlement Agent (named above) with your correct taxpayer identification number If you do not provide the Settlement Agent with your 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

Joe Elms (Seller) (Seller)

SEL Properties LLC

J Phillips Jr

3613

C pyrigh ThorpeForms com 2002

L. Settlement Charges					
700	Total Sales/Broker's Commission (based on price)	53 000 00 @	%	Paid from Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	Division of Commission (line 700) as follows				
701					
702.					0 00
703	Commission paid at Settlement				
704	Commission on Completed Construction to Dutch Fork Realty 6%			POC	
800	Items Payable in Connection with Loan				
801	Loan Origination Fee				
802.	Loan Discount				
803	Appraisal Fee				
804	Credit Report				
805	Lender's Inspection Fee				
806	Mortgage Insurance Application Fee				
807					
808					
809					
810					
811					
812.					
813					
814					
900	Items Required by Lender to Be Paid In Advance				
901	Interest from to	@ $	per day	0 00	
902.	Mortgage Insurance Premium for				
903	Hazard Insurance Premium for			n/a land only	
904					
905					
1000	Reserves Deposited with Lender				
1001	Hazard Insurance	months @ $	per month	0 00	
1002	Mortgage Insurance	months @ $	per month	0 00	
1003	City property taxes	months @ $	per month	0 00	
1004	County property taxes	months @ $	per month	0 00	
1005	Annual assessments	months @ $	per month	0 00	
1006.		months @ $	per month	0 00	
1007					
1008					
1009	Aggregate Accounting Adjustment				
1100	Title Charges				
1101	Settlement/closing fee				
1102	Abstract/title search to W R. Applegate			200 00	
1103	Title examination				
1104	Title insurance binder to				
1105	Document preparation to				
1106	Notary fees				
1107	Attorney's fees to W R Applegate			450 00	
	(includes above item numbers				
1108	Title insurance to First American Title Insurance Company			289 00	
	(includes above item numbers 1104				
1109	Lender's coverage				
1110	Owner's coverage $53 000 00				
1111	Deed Preparation to W R. Applegate				175 00
1112					
1113					
1200	Government Recording and Transfer Charges				
1201	Recording Deed 10 00	Mortgage	Release	10 00	
1202	City/county tax/stamps Deed 196 10	Mortgage			196 10
1203	State tax/stamps: Deed	Mortgage		0 00	
1204					
1205.					
1206					
1300	Additional Settlement Charges				
1301	Survey			Waived	
1302.	Pest Inspection				
1303	2004 Real Estate Property Tax to Richland County Treasurer				403 59
1304					
1305					
1306					
1307					
1308					
1400	Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)			949 00	774 69

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.

Seller — Borrower

SEL Properties, LLC — Joe Phillips Jr d/b/a Phillips Builders

Seller — Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is 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

Settlement Agent 5/4/2005 — Date

William R. Applegate

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

3614

Copyright Th rpeForms.com 2002

Rolling Creek
Phase IV

This contract made between Phillips Builders, 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 5 Block ____, Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

4-27-05 DH JPJR

The Purchase Price is --- ---------- ----------$ ~~51,000~~ 53,000
To be paid as follows
Deposit or Reservation Money (Cash___Check___)---- $_____
Balance upon Delivery of Deed as hereinafter provided $ ~~51,000~~ 53,000

4-27-05 DH JPJR 4-27-05

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 Phillips Builders
And be delivered at the office of To be decided
Or other stipulated place of closing and transaction closed on or before May 20th 2005)
But not later than May 20th 2005 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 all 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

~~Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder~~
DH 4-27-05

The purchaser has read the entire contract and understands the terms thereof

Seller to pay Dutch Fork Development Group II 25% of the profit from the proceeds of the lot sale,
DH 4-27-05

In Witness Whereof the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

J. Phillips 4-20-05
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

(As to Seller)

By _____

Its _____

Fee $

OMB NO 2502-0265

U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

957 / 2625

SETTLEMENT STATEMENT

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

6 FILE NUMBER: HERRING

7 LOAN NUMBER: 6811152179

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 (HERRING PFD/HERRING/10)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
John A Herring and Malisa C Herring 5 Dutch Fork Branch Court Irmo SC 29063	Joe Phillips Jr d/b/a Phillips Builders 1130 Sox Street W Columbia, SC 29169	Bank of America N.A 900 W Trade Street Charlotte NC 28255 0001

G PROPERTY LOCATION	H SETTLEMENT AGENT 20 3688848	I SETTLEMENT DATE
Irmo SC 29063 Richland County South Carolina	Thomas Law Firm LLC PLACE OF SETTLEMENT 1122 Lady Street Suite 915 Columbia SC 29201	November 17 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		458 000 00	401 Contract Sales Price		458 000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		2 684 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	11/18/06 to 01/01/07	162 51	407 County Taxes	to	
108 Assessments	11/18/06 to 01/01/07	48 22	408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BORROWER		460 895 23	*420 GROSS AMOUNT DUE TO SELLER*		458 000 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)		366,400 00	502 Settlement Charges to Seller (Line 1400)		26 874 60
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204 Closing Cost Credit		200 00	504 Payoff of first Mortgage to Security Federal Bank		154 345 33
205			505 Payoff of second Mortgage		
206			506 Deposit retained by broker		2 500 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	01/01/06 to 11/18/06	1 185 55
212 Assessments	to		512 Assessments	01/01/06 to 11/18/06	351 78
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		369 100 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		185 257 26
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		460 895 23	601 Gross Amount Due To Seller (Line 420)		458 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(369 100 00)	602 Less Reductions Due Seller (Line 520)		(185 257 26)
303 CASH (X FROM) (TO) BORROWER		91,795 23	*603 CASH (X TO) (FROM) SELLER*		272 742 74

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

Borrower John A Herring

John A Herring

Malisa C Herring

Malisa C Herring

Seller J. Phillips Jr.

Joe Phillips Jr d/b/a
Phillips Builders

HUD-1 (3-86) 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 $ 458,000.00 @ 6.0000 % 27,480.00			
Division of Commission (line 700) as Follows			
701 $ 13,740.00 to Dutch Fork Realty			
702 $ 13,740.00 to Russell & Jeffcoat	Less Deposit Retained 2,500.00		
703 Commission Paid at Settlement			24,980.00
704 to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee 0.0000 % to			
802 Loan Discount % to			
803 Appraisal Fee to HomeFocus Services LLC	POC L $350.00		
804 Credit Report to CBC	POC L $0.80		
805 Tax Service Fee to HomeFocus Tax Services LLC	POC L $75.00		
806 Application Fee to			
807 Assumption Fee to			
808 Flood Determination Fee to HomeFocus Services LLC	POC L $11.00		
809 Lender Closing Fee			
810 Appraisal Recert Fee to Bank of America N.A.	POC L $150.00		
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest From 11/17/06 to 12/01/06 @ $ 61.480000/day (14 days %)		860.72	
902 Mortgage Insurance Premium for months to			
903 Hazard Insurance Premium for 1.0 years to Pinckney Carter Agency	POC B $644.00		
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 Fed Ex Pkg/Payoff to Thomas Law Firm LLC		25.00	25.00
1102 Abstract or Title Search to Esquire Title		155.00	
1103 Title Update to			
1104 Title Insurance Binder to The Willis Agency		26.78	
1105 Deed Preparation to Thomas Law Firm LLC			125.00
1106 Notary Fees to			
1107 Attorney's Fees to Thomas Law Firm LLC		425.00	
(includes above item numbers)			
1108 Title Insurance to First American Title Insurance Company		1,156.80	
(includes above item numbers)			
1109 Lender's Coverage $ 366,400.00	75.00		
1110 Owner's Coverage $ 458,000.00	1,081.80		
1111			
1112			
1113			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $ Mortgage $ Releases $			
1202 City/County Tax/Stamps Deed , Mortgage			
1203 State Tax/Stamps Revenue Stamps 1,694.60 Mortgage			1,694.60
1204 Record Deed to Richland County Register of Deeds		10.10	
1205 Record Mortgage to Richland County Register of Deeds		25.10	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301 Survey to			
1302 Pest Inspection to			
1303			
1304 Rolling Creek HOA Fee to Rolling Creek HOA			50.00
1305			
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		2,684.50	26,874.60

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

Thomas Law Firm LLC
Settlement Agent

(HERRING / HERRING / 10)

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 22 day of Oct year 06
by Eric & Melissa Herring Purchaser(s)
to Phillip Brickles 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
Address 5 Durfoak Branch City Irmo Zip 29063
TMS# R02411-04-33 Subdivision Rocky Creek

3 PRICE The purchase price is $ 458,000 458,000 JWK 10/22/06

4 EARNEST MONEY
A. $ 2500 Earnest money is paid by [ ] cash [✓] check, [ ] other held in trust by Russell & Jeffcoat
B $ 0 Additional earnest money to be deposited with _____ 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 maximum 80 % 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 five (5) 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.

E This contract is contingent on the lot or 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 Initials EHH / MH Date 10/22/06 have read this page Seller's Initials (PBB) Date 10-22-06 have read 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 voided or he may continue negotiations on repairs by submitting a counterproposal to the Seller In all subsequent negotiations on the 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 refunded 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 (CL100 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 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 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

10. 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 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, 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 affect the value when conditions are hidden by furniture fixtures or window treatments currently in place in the property

D The Listing and Selling Broker(s) and their Agent(s) recommend that Purchasers perform their due diligence as far as the property sewer system water source and system flood zone status mandatory association fees homeowner s 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.
(1) [X] Property is exempt from disclosure requirement in accordance with South Carolina Code of Laws

Purchaser s Initials (JJK / MK) Date 10/22/06 have read this page Seller s Initials (JP JR) Date 10-20-06 have read this page

6 TRANSACTION COSTS Unless otherwise agreed loan transaction costs including but not limited to closing costs prepaid expenses discount points survey title examination and appraisal shall be paid as follows

[X] 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 the transaction including allowable and non allowable costs not to exceed $ _____ Purchaser is responsible for any costs exceeding this amount

7 LOAN PROCESSING APPLICATION FINANCING CONTINGENCIES **Time is of the essence** Purchaser agrees to apply for financing as stated in Section 5 from the lender of his choice within five (5) business days from the date of contract acceptance 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 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 _____

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 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 which is currently under contract on or before _____ Property is located at _____

Seller agrees to remove his 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 _____

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 (_____/_____) Date _____ have read this page Seller's Initials (_____/_____) Date _____ have read this page

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 John A + Melissa C Herring and delivered to stipulated place of closing This transaction shall be closed on or before Nov 17, 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 purposes of a walk through inspection within 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 shelves unless otherwise agreed herein (Other items may be sold separately by bill of sale)

14 REMARKS Other conditions

- $18 yd Compost Allowance - Purchaser to Choose by 11/6/06
- Seller to include Intial Landscaping of Sodding Front + Sides, Sprinkler System in Front. Does Not need to include Any Shrubbery. - Sod grade Bermuda.
- $5,000 Landscape allowance

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 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

17 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 If the Purchaser elects to rescind this contract upon default by Seller Purchaser will be refunded all sums paid hereunder and in additional 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

Purchaser's Initials ( ) Date have read this page Seller's Initials ( ) Date 10-20-06 have read this page.

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 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 or 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"

21 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 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 Buyer's 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 herein

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 _____ in the amount of $_____ and provided by _____ Home Warranty Company and written through the _____Broker Brokers may receive a fee for issuance of a home warranty

26 EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at 5 o clock P m (ET) on 11/6/06 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 orginal 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 a twenty four (24) hour period beginning at the time of acceptance of this contract excluding Saturdays Sundays and South Carolina legal holidays. In the contract, notice is deemed to be delivery

Purchaser's Initials (JHA / mk) Date 10/30/06 have read this page Seller's Initials (JPJ) Date 10-30-06 have read this page.

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 not 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 10/22/06
Witness	Purchaser	Date 10/22/06
Witness	Seller	Date 10-22-06
Witness	Seller	Date

D Hilton Duck Fork Realty — 822-2080
Listing Agent/Company acknowledges Seller(s) is a [ ] Client or [ ] Customer — Telephone #

Craig Winant RE/MAX — 238-0029
Selling Agent/Company acknowledges Purchaser(s) is a [ ] Client or [ ] Customer — Telephone #

FINAL CONTRACT ACCEPTED BY BOTH PARTIES AT 10:13 O CLOCK AM (ET) ON 10/22/06 DATE

07/06
6 of 6

CML

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained Phillips Building (herein called OWNER) and Dirk Fork Realty LLC (herein called BROKER/LISTING FIRM) agree as follows For the period of time beginning on 10 25 2005 and ending at midnight on 10 25 06 20 06 Owner hereby grants to Broker the sole and exclusive right to sell the real property known as 5 Dirk Fork Lane Zirconia NC 28963 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 SUBJECT THE LISTING FIRM/COMPANY TO EXPULSION FROM CMLS

C SALE PRICE Said property is hereby listed to sell for the gross sale price of $ 469,900 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 swap or trade of the herein described property

D 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 **Internet yes** V **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 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 Owner hereby 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 shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

I 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 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 applicable)

K 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

L 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

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 authorizes Broker the right to display For Sale sign on the property and remove all other signs All signage placed on the listed 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 both 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 regarding Agency Relationships in Real Estate J PJR Seller acknowledges that after entering into this written agency contract Agent might request a modification 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** J PJR Permission to act as a **designated agent** will not be considered _____ Permission 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** J PJR

P 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 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 recommended 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 that 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 not 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 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 10-25-05
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

Re 05

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: 03 RE 357 — 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 (HENRY BUILDERS.PFD)03-RE 357/1)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER.	F NAME AND ADDRESS OF LENDER
Henry Builders Inc. Lot 7 Rolling Creek Subd ision Phase IV Irmo SC 29063	SEL P operties Inc Lot 7 Rolling Creek Subdivis on Phase IV Irmo SC 29063	First Community Bank 1030 Lake Mur ay Blvd Irmo SC 29063

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 1120148	I SETTLEMENT DATE
Lot 7 Rolling Creek Subdivision Phase IV Irmo SC 29063 R chland County South Carolina	Law Office of Smokey Brown PC PLACE OF SETTLEMENT 7434 Forest Court Irmo SC 29063	July 7 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 Pr ce		65 000 00	401 Contract Sales Price		65 000 0
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		4 064 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		69 064 00	*420 GROSS AMOUNT DUE TO SELLER*		65 000 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)		(300 000 00)	502 Settlement Charges to Seller (Line 1400)		8,233 5
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 0
207 Construction Draw		65 000 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	to		511 County Taxes	to	
212 Assessments	to		512 Assessments	to	
213 Landscaping Allowance		3 000 00	513 Landscaping Allowance		3 000 00
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		69 000 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		12 233 50
300 CASH AT SETTLEMENT FROM/TO BORROWER			600 CASH AT SETTLEMENT TO/FROM SELLER		
301 Gross Amount Due From Borrower (Line 120)		69 064 00	601 Gross Amount Due To Seller (Line 420)		65 000 00
302 Less Amount Paid By/For Borrower (Line 220)		(69 000 00)	602 Less Reductions Due Seller (Line 520)		(12 233 50
303 CASH (X FROM) (TO) BORROWER		64 00	*603 CASH (X TO) (FROM) SELLER*		52 766 50

By signing p ge 2 of this t tame t th sig orle cknowledge ceip of ompl ted opy of page 1 of th two pag tatement

3536

0003097

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		to		
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origination Fee 1 0000 %	to First Community Bank	3 000 00	
802	Loan Discount %	to		
803	Appraisal Fee	to The Urso Company	250 00	
804	Credit Report	to		
805	Lender's Inspection Fee	to		
806	Mortgage Ins App Fee	to		
807	Assumption Fee	to		
808	Flood Certification Fee	to First Community Bank	15 00	
809				
810				
811				---
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	Interest From 07/07/03 to 08/01/03 @ $	/day (25 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	Settlemen or Closing Fee	to		
1102	Abstract or Title Search	to Lackey Title Company Inc.	160 00	
1103	Title Exam nation	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	Atto ney s Fees	to Law Office of Smokey Brown PC	150 00	
	(includes above item numbers.	)		
1108	Title Insurance	to Ch'cago Title Insurance Company	300 00	
	(ncludes above tem numbers	)		
1109	Lender's Coverage	$ 300 000 00 300 00		
1110	Owner's Coverage	$ 65 000 00		
1111	Administrative Fee	to Law Office of Smokey Brown PC	50 00	
1112				
1113				
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Recording Fees Deed $ 10 00 Mortgage $ 14 00	Releases $	14 00	10 00
1202	City/County Tax/Stamps Deed	Mortgage		
1203	State Tax/Stamps Revenue Stamps	240 50 Mortgage		240 50
1204				
1205				
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey	to		
1302	Pest Inspection	to		
1303	Development Fee	to Dutchfork Development Group 2		5 000 00
1304	Development Fee	to Dutchfork Development Group 2		2 933 00
1305				
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		4 064 00	8,233 50

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

Borrower Henry Builders Inc

Seller GEL Properties Inc

2 a B
7/2/03

3537

The Courtyards
At
Rolling Creek
~~*Phase I*~~

This contract made between HENRY 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 7 Block ____, Phase IV 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 ---------- ---- ----------$ 65,000
To be paid as follows
Deposit or Reservation Money (Cash__ Check✓)---$ 1000.00 IN ESCROW TO SEL

Balance upon Delivery of Deed as hereinafter provided. $ 64,000

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

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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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 6/12/02

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 Henry Builders Inc
And be delivered at the office of Hall
Or other stipulated place of closing and transaction closed on or before June 30, 2003
But not later than July 10, 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.

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

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 RICHLAND PFT 7 LOAN NUMBER 8 MORTGAGE INS CASE NUMBER

C NOTE *This form s furnished 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 outside the closing they are shown here for informational purposes and are not included in the totals.*

1.0 398 (1 8 17380 WALKER DWT PFD/11B 7380/DWT/15)

D NAME AND ADDRESS OF BUYER	E. NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER.
John Walker Irmo SC 29063	Henry Builders Inc. 218 Twin Gates Rd Irmo SC 29063	
Irmo SC 29063 Richland County South Carolina	H SETTLEMENT AGENT 57-0755546 Tyler Cassell Jackson Peace & Silver LLP PLACE OF SETTLEMENT 1331 Elmwood Avenue Suite 300 Columbia SC 29201	I SETTLEMENT DATE Ap il 5 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		398,500 00	401 Contract Sales Pr ce		398 500 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Buyer (Line 1400)		1 899 45	403		
104			404		
105			405		
Adj stments For Items Paid By Selle n 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 Estimate Only	to		408 Estimate Only	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BUYER		400 399 45	*420 GROSS AMOUNT DUE TO SELLER*		398 500 00
200 AMOUNTS PAID BY OR IN BEHALF OF BUYER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit or earnest money		5,000 00	501 Excess Deposit (See Instruction)		
202 Pr ncipal Amount of New Loan(s)			502 Settlement Charges to Seller (Line 1400)		20 544 45
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to First Comm n ty Bank/5		273 196 25
205			505 Payoff of seco d 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	01/01/04 to 04/05/04	300 00	511 County Taxes	01/01/04 to 04/05/04	300 00
212 Estimate Only	to		512 Estimate Only	to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BUYER		5,300 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		299 040 70
300 CASH AT SETTLEMENT FROM/TO BUYER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Buyer (Line 120)		400 399 45	601 Gross Amount Due To Seller (Line 420)		398,500 00
302 Less Amount Paid By/For Buyer (L ne 220)		(5 300 00)	602 Less Reductions Due Seller (Line 520)		(299 040 70)
303 CASH (X FROM) (TO) BUYER		395 099 45	*603 CASH (X TO) (FROM) SELLER*		99 459 30

The undersigned hereby cknowledge 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

Buyer
John Walker
Bernadette Walker

Seller Henry Builders I c.
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

Tyler Cassell Jackson Peace & S lver LLP
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 BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price $ 398,500 00 @ 6 0000 % 23 910 00		
	Division of Commission (line 700) as Follows		
701	$ 11 955 00 to Dutch Fork Realty		
702	$ 11 955 00 to Russell & Jeffcoat Realtors Less Deposit Retained 5 000 00		
703	Commission Paid at Settlement		18 910 00
704	to		
800	ITEMS PAYABLE IN CONNECTION WITH LOAN		
801	Loan Origination Fee 0 0000 % 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	Tax Service Fee		
809	Flood Certification		
810	Underwriting Fee		
811	Document Preparation Fee		
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 months @ $ per month		
1002	Mortgage Insurance months @ $ per month		
1003	City/town taxes months @ $ per month		
1004	County Taxes months @ $ per month		
1005	Estimate Only 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 Carswell Abstracting Inc.	151 35	
1103	Title Examination to		
1104	Title Insurance Binder to First Palmetto Abstract & Title Company Inc.	125 00	
1105	Document Preparation to Tyler Cassell Jackson Peace & Silver LLP Deed		150 00
1106	Notary Fees to		
1107	Attorney's Fees to Tyler Cassell Jackson Peace & Silver LLP POC		
	(includes above item numbers)		
1108	Title Insurance to First Palmetto Abstract & Title	957 90	
	(includes above item numbers 1109 1110)		
1109	Lender's Coverage $		
1110	Owner's Coverage $ 398 500 00		
1111	Tyler Cassell Jackson Peace & Silver LLP		
1112	Satisfaction Admin Fee to Tyler Cassell Jackson Peace & Silver LLP		10 00
1113			
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201	Recording Fees Deed $ 10 10 Mortgage $ Releases $	10 10	
1202	City/County Tax/Stamps County Deed Stamps 438 35 Mortgage		438 35
1203	State Tax/Stamps State Deed Stamps 1,036 10 Mortgage		1 036 10
1204	Plat Recording Fee to Richland County	5 10	
1205			
1300	ADDITIONAL SETTLEMENT CHARGES		
1301	Survey to Cox and Dinkins Inc	300 00	
1302	Pest Inspection to		
1303			
1304	Home Inspection to Preferred Home Inspectors Inc.	350 00	
1305			
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)	1 899 45	20 544 45

By signing page of this statement the signatories acknowledge accept of completed copy pag 2 of this [illegible] page statement

Tyler Cassell Jackson Peace & Silver LLP
Settlement Agent

Certified to be a true copy

Rolling Creek
Phase IV

This contract made between Henry 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 8 Block ____, Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 65,000
To be paid as follows
Deposit or Reservation Money (Cash___Check___)----$ 1,000

Balance upon Delivery of Deed as hereinafter provided $ 64,000

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

Rolling Creek
Phase IV

This contract made between Henry 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 8 Block _____ Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 65,000
To be paid as follows
Deposit or Reservation Money (Cash___Check___)----$ 1,000

Balance upon Delivery of Deed as hereinafter provided $ 64,000

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 Henry Builder Inc
And be delivered at the office of Hall
Or other stipulated place of closing and transaction closed on or before 60 Days of Binding
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

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 Henry Builder Inc
And be delivered at the office of Hall
Or other stipulated place of closing and transaction closed on or before 60 Days of Binding
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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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

_____ 8-21-02
Purchaser Date

_____ _____
(As to Purchaser) Purchaser Date

_____ _____
Address Telephone – Home

_____ _____
City, State, Zip Code SEL Properties, LLC

_____ By _____
(As to Seller)

Its _____

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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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)

_____ 8-21-02
Purchaser Date

_____
Purchaser Date

_____
Telephone – Home

_____
SEL Properties, LLC

By _____

Its _____

Rolling creek

A. Settlement Statement (page 1 of 2)

U.S. Department of Housing and Urban Development

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. Unin. 4. ( ) VA 5. ( ) Conv. Ins.			

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 not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Henry Builders, Inc. 218 Twin Gates Road Irmo SC 29063	SFL Properties LLC 1105 Pulaski Street Columbia SC 29201	First Community Bank 1030 Lake Murray Blvd. Irmo SC 29063

G. Property Location	H. Settlement Agent	I. Settlement Date
Lot 8 Phase IV Rolling Creek Subdivision Richland County	Ronald R. Hall Place of Settlement 1055 Sunset Boulevard West Columbia South Carolina 29169	02 07 03 Disburse 02 07 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	65 000.00	401 Contract sales price	65 000.00
102 Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3 824.00	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	68 824.00	420 Gross Amount Due To Seller	65 000.00
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)	1 000.00
202. Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	346.50
203. Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan	
205 Construction Loan in Amount of $275 000.00		505 Payoff of second mortgage loan	
206 To Be Disbursed in Draws First Draw	65 000.00	506	
207		507 Lot Release to South Carolina Bank and Trust	39 000.00
208 Landscaping Allowance	3 000.00	508 Landscaping Allowance	3 000.00
209		509 Dutch Fork Development Group JEO: SEE Banks	2,933.00
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 to 2002		511 County taxes to 2002	
212 Assessments to		512 Assessments to	
213		513 SITE DEV 114	6622.20
214		514 Transfer 114	18760.67
215		515 101 Cost	25382.87
216		516	
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	69 000.00	520 Total Reduction Amount Due Seller	46 279.50
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross amount due from borrower (line 120)	68 824.00	601 Gross amount due to seller (line 420)	65 000.00
302. Less amounts paid by/for borrower (line 220)	69 000.00	602 Less reductions in amt. due seller (line 520)	46 279.50
303 Cash ( ) From (X) To Borrower	176.00	603 Cash (X) To ( ) From Seller	18 720.50

I have carefully reviewed this 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 this HUD-1 Settlement Statement.

Borrower

Seller

3538

Lot Cost - Prepared by: [illegible]

• Settlement Statement (page 2 of 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 $	@	% =		
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 %		First Community Bank	2,750 00	
802 Loan Discount %				
803 Appraisal Fee to		The Urso Company	250 00	
804 Credit Report to				
805 Lender's Inspection Fee				
806 Mortgage Insurance Application Fee to				
807 Assumption Fee				
808 Flood Certification Fee		First Community Bank	15 00	
809				
810				
811				
812				
813				
814				
815				
900 Items Required By Lender To Be Paid In Advance				
901 Interest from	to	@ $ /day	0 00	
902 Mortgage Insurance Premium for		months to		
903 Hazard Insurance Premium for		years to		
904		years to		
905				
1000 Reserves Deposited With Lender				
1001 Hazard Insurance	months @ $	per month	0 00	
1002 Mortgage Insurance	months @ $	per month	0 00	
1003 City property taxes	months @ $	per month	0 00	
1004 County property taxes	months @ $	per month	0 00	
1005 Annual assessments	months @ $	per month	0 00	
1006	months @ $	per month	0 00	
1007	months @ $	per month	0 00	
1008 Aggregate analysis adjustment				
1100 Title Charges				
1101 Settlement or closing fee	to			
1102 Abstract or title search	to	Title Abstractor		
1103 Title examination	to			
1104 Title insurance binder	to	Atlantic Title Insurance	75 00	
1105 Document preparation	to	Ronald R Hall		100 00
1106 Notary fees	to			
1107 Attorney's fees	to	Ronald R Hall	400 00	
(includes above items numbers.)				
1108 Title Insurance	to	Atlantic Title Insurance	275 00	
(includes above items numbers.)				
1109 Lender's coverage	$	275 000 00		
1110 Owner's coverage	$			
1111 Courier Fee			35 00	
1112				
1113				
1200 Government Recording and Transfer Charges				
1201 Recording fees Deed $ 10 00	Mortgage $ 14 00	Releases $	24 00	6 00
1202 City/county tax/stamps: Deed $	Mortgage $			
1203 State tax/stamps. Deed $ 240 50	Mortgage $			240 50
1204 Survey & Assignment				
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)			3 824 00	346 50

I have carefully reviewed this 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 this HUD-1 Settlement Statement.

Borrower _____ Seller _____

3539

Borrower _____ 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

A Settlement Statement (page 1 of 2)

U S Department of Housing and Urban Development

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 Unin 4 ( ) VA 5 ( ) Conv Ins			

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 not included in the totals

D Name and Address of Borrower	E Name and Address of Seller	F Name and Address of Lender
Henry Builders Inc. 2 8 Tw n Gates Road Irmo SC 29063	SEL Properties LLC 1105 Pulaski Street Columbia SC 29201	First Community Bank 1030 Lake Murray Blvd Irmo SC 29063

G Property Location	H Settlement Agent	
Lot 8 Phase IV Rolling Creek Subdivision Richland County	Ronald R Hall Place of Settlement 1055 Sunset Boulevard West Columbia South Carolina 29169	I Settlement Date 02 07 03 Disburse 02 07 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	65 000 00	401 Contract sales price	65 000 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3 824 00	403	
104		404	
105		405	
Adjustments for items paid in by seller 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	68 824 00	**420 Gross Amount Due To Seller**	65 000 00
200 Amounts Paid By Or In Behalf Of Bo owe		**500 Reductions In Amount Due To Selle**	
201 Deposit or earnest money	1 000 00	501 Excess deposit (see instructions)	1 000 00
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	346 50
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan	
205 Construction Loan in Amount of $275 000 00		505 Payoff of second mortgage loan	
206 To Be Disbursed in Draws Firs Draw	65 000 00	506	
207		507 Lot Release to South Carol na Bank and Trust	39 000 00
208 Landscaping Allowance	3 000 00	508 Landscaping Allowance	3 000 00
209		509 Dutch Fork Development Group	2 933 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 to 2002		511 County taxes to 2002	
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	69 000 00	**520 Total Reduction Amount Due Seller**	46 279 50
300 Cash At Settlement From/To Borrower		**600 Cash At Settlement To/From Seller**	
301 Gross amount due from borrower (line 120)	68 824 00	601 Gross amount due to seller (line 420)	65 000 00
302 Less amounts paid by/for borrower (line 220)	69 000 00	602 Less reductions in amt due seller (line 520)	46 279 50
303 Cash ( ) From (X) To Borrower	176 00	**603 Cash (X) To ( ) From Seller**	18 720 50

I have carefully reviewed this 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 thi HUD 1 Settlement Statement

Borrower

Seller

Borrow

S ller

Previous Edition is Obsolete
HUD 1
Form 226 A (11/87)
HB4305 2

RESPA

ıt Statement (page 2 of 2)

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
ı Charges				
ales/Broker's Commission based on pr ce $	@	%=		
.sıon of Commission (line 700) as follows				
$	to			
$	to			
03 Commission paid at Settlement				
704				
800 Items Payable In Connection With Loan				
801 Loan Origination Fee %		First Community Bank	2 750 00	
802 Loan Discount %				
803 Appraisal Fee to		The Urso Company	250 00	
804 Credit Report to				
805 Lender s Inspection Fee				
806 Mortgage Insurance Application Fee to				
807 Assumption Fee				
808 Flood Certification Fee		First Community Bank	15 00	
809				
810				
811				
812				
813				
814				
815				
900 Items Required By Lender To Be Paid In Advance				
901 Interest from to	@ $	/day	0 00	
902 Mortgage Insurance Premium for		months to		
903 Hazard Insurance Premium for		years to		
904		years to		
905				
1000 Reserves Deposited With Lender				
1001 Hazard Insurance	months @ $	per month	0 00	
1002 Mortgage Insurance	months @ $	per month	0 00	
1003 City property taxes	months @ $	per month	0 00	
1004 County property taxes	months @ $	per month	0 00	
1005 Annual assessments	months @ $	per month	0 00	
1006	months @ $	per month	0 00	
1007	months @ $	per month	0 00	
1008 Agg egate analysis adjustment				
1100 Title Charges				
1101 Settlement or closing fee	to			
1102 Abstract or title search	to	Title Abstractor		
1103 T tle aml atio	to			
1104 Title insurance binder	to	Atlantic Title Insurance	75 00	
1105 Document preparation	to	Ronald R Hall		100 00
1106 Notary fees	to			
1 07 Attorney s fees	to	Ronald R Hall	400 00	
(includes above items numbers)				
1108 Title Insurance	to	Atlantic Title Insurance	275 00	
(inc udes above item numbers)				
1109 Lender's coverage	$	275 000 00		
1110 O ner s coverage	$			
1111 Courier Fee			35 00	
1112				
1113				
1200 Government Recording and Transfer Charges				
1201 Record ng fees Deed $ 10 00	Mortgage $ 14 00	Releases $	24 00	6 00
1202 City/county tax/stamps Deed $	Mortgage $			
1203 State tax/stamps. Deed $ 240 50	Mortgage $			240 50
1204 Survey & Assignment				
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)			3 824 00	346 50

I have carefully rev ewed this HUD 1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all ece pts and disbursements made on my account or by me in this transaction I further certify that I have received a copy of this HUD 1 Settlement St tement

Borr wer

Selle

Bor ower

Selle

The HUD 1 Settlemen Statement which I have prepared is a true and ccurate account of this transaction I have caused the funds to be d sbursed in accordance v rth this st tement

S ttlement Ag nt

Date

Wa n ng It is a crime to know ngly make false statements to the United States on this or any other simila f rm Pe lt upo conv ct on can ncl de a f ne and mp so ment. For det l see Title 18 U S Code Section 1001 and Section 1010

rm 226-B (7)

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 19509QUINNRICHARD

7 LOAN NUMBER 30014759

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 (19509QUINNRICHARD PFD/1060QUINNRICHARD/7)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Richard M Quinn Jr and Amy B Quinn Irmo SC	Henry Builders Inc 218 Twin Gates Road Irmo SC 29063	First Citizens Bank and Trust Company of South Carolina P O Box 11757 Columbia SC 29211

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0659782 Nicholson Davis Frawley Anderson & Ayer LLC	I SETTLEMENT DATE
Irmo SC 29063 Richland County South Carolina Lot 8 Rolling Creek	PLACE OF SETTLEMENT 140 East Main Street Lexington SC 29072	December 11 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		391 570 00	401 Contract Sales Price		391 570 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		9 110 41	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		400 680 41	*420 GROSS AMOUNT DUE TO SELLER*		391 570 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)		308 000 00	502 Settlement Charges to Seller (Line 1400)		20 808 69
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204 Proceeds from Equity Line		38 500 00	504 Payoff of first Mortgage to First Community Bank/H		272 273 89
205			505 Payoff of second Mortgage		
206			506 Deposit retained by broker		2 000 00
207			507		
208 Additional Down Payment		15 000 00	508 Additional Down Payment		15,000 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		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BORROWER		363 500 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		310 082 58
300 CASH AT SETTLEMENT FROM/TO BORROWER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		400 680 41	601 Gross Amount Due To Seller (Line 420)		391,570 00
302 Less Amount Paid By/For Borrower (Line 220)		(363 500 00)	602 Less Reductions Due Seller (Line 520)		(310 082 58)
303 CASH (X FROM) (TO) BORROWER		37 180 41	*603 CASH (X TO) (FROM) SELLER*		81 487 42

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 Richard M Quinn Jr

Amy B Quinn

Seller Henry Builders Inc

BY

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

Nicholson, Davis, Frawley Anderson & Ayer LLC
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 $ 359 500 00 @ 6 0000 / 21 570 00			
	Di on of Commission (l ne 700) as Follows			
701	$ 10 785 00 to Century 21 Bob Capes Realtors	Less Deposit Retained 2 000 00		
702	$ 10 085 00 to Dutch Fork Really			
703	Commission Paid at Settlement			18 870 00
704	to			
	Note Line 702 Includes Adjustment of 700 00 For Due to Seller			
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origination Fee 1 0000 / to First Citizens Bank and Trust		3 080 00	
802	Loan Discount 0.2500 / to First Citizens Bank and Trust		770 00	
803	Appra sal Fee to Palmetto Home Team	POC $300 00b		
804	Credit Report to Acranet	POC $17 00b		
805	Lender's Inspection Fee to First C tizen Bank and Trust		50 00	
806	Tax Service Fee to Transamerica		65 00	
807	Flood Certification Fee to FSDI	POC $12 00b		
808	Underwriting Fee to First Citizens Bank and Trust		240 00	
809	Closing Fee to First Citizens Bank and Trust		40 00	
810	Application Fee to First Citizens Bank and Trust	POC $46 00b		
811				
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	Interest From 12/11/03 to 01/01/04 @ $ 49 580000/day (21 days 5 87J0 9')		1 041 18	
902	Mortgage Insurance Prem um for months to			
903	Hazard Insurance Premium for 1 0 years to Irmo Insurance Agency		1 380 00	
904				
905				
1000	RESERVES DEPOSITED WITH LENDER			
1001	Hazard Insurance 3 000 months @ $ 115 00 per month		345 00	
1002	Mortgage Insurance months @ $ per month			
1003	City/Town Taxes months @ $ per month			
1004	County Ta es 3 000 months @ $ 291 67 per month		875 01	
1005	Assessments months @ $ per month			
1006	months @ $ per month			
1007	months @ $ per month			
1008	Aggregate Adjustment months @ $ per month		0 05	
1100	TITLE CHARGES			
1101	Settlement or Closing Fee to			
1102	Abstract or Title Search to Abstract Service Inc		157 50	
1103	T tle Exam nation to			
1104	Title Insurance Binder to			
1105	Document Preparation to Nicholson Davis Frawley Anderson & Ayer LLC	Deed Prep		125 00
1106	Copy/Express Mail Fees to N cholson Davis Frawley Anderson & Ayer LLC		25 00	
1107	Attorney's Fees to Nicholson Davis Frawley Anderson & Ayer LLC		350 00	
	(includes above item numbers 1101 and 1103)			
1108	Title Insurance to Main Street T tle Insurance Agency		639 00	
	(includes above item numbers)			
1109	Lender's Coverage $ 308 000 00	639 00		
1110	Owner's Coverage $			
1111				
1112				
1113				
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Recording Fees Deed $ 10 00 Mortgage $ 22 00	Releases $ 5 00	32 00	5 00
1202	City/County Tax/Stamp Deed , Mortgage			
1203	State Tax/Stamps Deed Stamps 1 450 40 Mortgage			1 450 40
1204				
1205				
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	Survey to			
1302	Pest Inspection to			
1303	Payment of 2003 Taxes to Richland County Treasurer		20 77	358 29
1304				
1305				
1400	TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)		9 110 41	20 808 69

By sign g peg 1 of this tatem t, tl gr atories knowledge receipt f completed copy of page 2 of th s two p ge statem t

Nicholson Davis Frawley Anderson & Ayer LLC
Settlement Agent

Certified to be a true copy

(19509QUINNRICHARD / 19509QUINNRICHARD / 11)

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 w itten confirmation to the agreed upon agency status

1 DATE An AGREEMENT made this 22nd day of May 2003 between Richard M. Quirk, Jr. & Amy B Quirk Purchaser(s) and Henry Builders 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 Parkland County South Carolina and being described as follows
Street _____ City _____ Zip 29063
Lot 8 Block Parcel Subdivision Rolling Creek

3 PRICE The sales price is #391,570 to be paid as follows
A $ 2,000 Earnest Money paid by [ ] cash, [✓] check, [ ] other held in trust by C-21 Bob Capes Realtors
B $ 17,580 Balance of down payment at closing
C $ 371,990 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 Purchaser prepaid items by the Purchaser PMI FHA MIP VA or FMHA Funding Fee to be paid by the Purchaser [ ] To be financed Discount Points (if any) to be paid by n/a 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 $ n/a

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 6/2/03 (date) and construction to begin after loan approval

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 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 _____

QQ 5/22/03
DMH 5/22/03
QQ 5/22/03 — QQ 5/22/03 Addendum #1 attached to contract - dated 5/22/03
QQ 5/22/03 — Addl earnest money of $15,000 payable to Henry Builders by 6/18/03 - to be held by Henry Builders.
DMH 5/22/03
Henry Builders, Inc Directors Specifications addendum # 2 is part of this contract -
DMH 5/22/03 QQ 5/22/03 QQ 5/22/03 QQ 5/22/03 DMH 5/22/03
Purchaser s Initials (QQ) HAVE READ THIS PAGE Builder/Seller s Initials (DMH) HAVE READ THIS PAGE

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 w itten confirmation to the agreed upon agency status**

1 DATE An AGREEMENT made this 22nd day of May, 2003 between Richard M. Quirk, Jr. & Amy B Quirk Purchaser(s) and Henry Builders 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 _____ Zip 29063
Lot 8 Block Forest Subdivision Rolling Creek

3 PRICE The sales price is $391,570 to be paid as follows
A $ 2000 Earnest Money paid by [ ] cash [✓] check [ ] other held in trust by C-21 Bob Capes Realtors
B $ 17,580 Balance of down payment at closing
C $ 371,990 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 Purchaser prepaid items by the Purchaser PMI FHA MIP VA or FMHA Funding Fee to be paid by the Purchaser [✓] To be financed Discount Points (if any) to be paid by n/a 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 $ n/a

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 6/2/03 (date) and construction to begin after loan approval

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 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 _____
Addendum #1 attached to contract - dated 5/22/03
Add'l earnest money of $15,000 payable to Henry Builders by 6/18/03. & held by Henry Builders.
Henry Builders, Inc Selections & Specifications addendum # 2 is part of this contract -

RQ 5/22/03 RQ 5/22/03 RQ 5/22/03 RQ 5/22/03 RQ 5/22/03 RQ 5/22/03 RQ 5/22/03

Purchaser s Initials (RQ) HAVE READ THIS PAGE Builder/Seller's Initials (HH) HAVE READ THIS PAGE

Addendum # 2 to Contract dated 5/22/03

Henry Builders, Inc
Selections and Specifications

Address	Lot 8 Phase IV Rolling Creek Subdivision Irmo SC Richland County
Sales Price	**$359,500 00**
Approx Size	1st Floor Heated 1968 sq ft
	2nd Floor Heated 1194 sq ft (including Finished Room over Garage)
	Total Heated 3162 sq ft
	Garage 551 sq ft
	Screened Porch 279 sq ft
	Front Porch 130 sq ft
	Unfinished 5th Bedroom and Bathroom on 2nd floor additional 280 sq ft

1 Henry Builders shall comply with all County codes and all South Carolina Residential Builders Commission construction standard guidelines
2 Rough grading shall consist of clearing front of lot to an area approximately 25 feet beyond the rear of the house This will include removing all trees and vegetation within the footprint of the house Final grading shall include removing all construction debris and creating the swale necessary to divert surface water away from the house
3 Henry Builders will not be responsible for the survival of any trees shrubs or sod
4 Gutters and/or down spouts are not included
5 Footings shall be approximately 20 inches wide and 8 inches deep and poured with 3000 PSI concrete and 3 pieces of re bar installed with chairs and tie wire
6 Foundation walls and piers shall consist of concrete and/or clay brick masonry units
7 Foundation areas shall be pre treated for termites
8 Framing shall consist of #2 southern yellow pine or #2 spruce Sills joists and girders – 2x6 2x8 2x10 or 2x12 Wall studs plates or shoes – 2x4 or 2x6 Bridging – 1x4 cross or blocking Sub floor – ¾ T&G Plywood Ceiling joists and rafters – 2x6 or 2x8 Wall sheathing – ½ Styrofoam and 7/16 OSB OSB will be covered with Tyvek and taped to Styrofoam Roof sheathing – 7/16 OSB
9 All windows shall be MW Twin Seal single hung all vinyl or equal and have screens (if operable)
10 Front entry door shall be 6 panel wood fiberglass or insulated metal (see allowances)
11 All other exterior doors shall be wood fiberglass or insulated metal
12 All interior doors to be 6 panel composite units
13 Cornice shall be a combination of vinyl and metal
14 Roofing shall be 25 year Architectural shingles nailed over 15 lb Felt with a continuous ridge vent
15 Plumbing shall consist of all CPVC and PVC piping as follows

Master Bath	Tub–cultured marble (white) with 9 cultured marble splash and Delta faucet
	Shower cultured marble (white) with cultured marble surround shower door and Delta faucet
	Vanity cultured marble (white) with Delta faucet
	Water Closet American Standard elongated (white)
Full Baths	Tub–Americast by American Standard (white) with cultured marble surround and Delta faucet Shower door not provided
	Vanity cultured marble (white) with Delta faucet
	Water Closet American Standard elongated (white)
Kitchen	Sink Americast (white) by American Standard with Delta faucet
	Disposal 1/2 hp
	Icemaker hook up
Other	Water Heater 50 gal (Natural Gas)
	Washing machine connection
	3 outside spigots (garden hose connections)
	Water Supply City of Columbia
	Sewer Supply Public

AG 5/22/03
5/22/03
5/22/03

Addendum # 2 to Contract dated 5/22/03

Henry Builders, Inc
Selections and Specifications

Address	Lot 8 Phase IV Rolling Creek Subdivision Irmo SC Richland County
Sales Price	**$359 500 00**
Approx Size	1st Floor Heated 1968 sq ft
	2nd Floor Heated 1194 sq ft (including Finished Room over Garage)
	Total Heated 3162 sq ft
	Garage 551 sq ft
	Screened Porch 279 sq ft
	Front Porch 130 sq ft
	Unfinished 5th Bedroom and Bathroom on 2nd floor additional 280 sq ft

1 Henry Builders shall comply with all County codes and all South Carolina Residential Builders Commission construction standard guidelines
2 Rough grading shall consist of clearing front of lot to an area approximately 25 feet beyond the rear of the house This will include removing all trees and vegetation within the footprint of the house Final grading shall include removing all construction debris and creating the swale necessary to divert surface water away from the house
3 Henry Builders will not be responsible for the survival of any trees shrubs or sod
4 Gutters and/or down spouts are not included
5 Footings shall be approximately 20 inches wide and 8 inches deep and poured with 3000 PSI concrete and 3 pieces of re bar installed with chairs and tie wire
6 Foundation walls and piers shall consist of concrete and/or clay brick masonry units
7 Foundation areas shall be pre treated for termites
8 Framing shall consist of #2 southern yellow pine or #2 spruce Sills joists and girders – 2x6 2x8 2x10 or 2x12 Wall studs plates or shoes – 2x4 or 2x6 Bridging – 1x4 cross or blocking Sub floor – ¾ ' T&G Plywood Ceiling joists and rafters – 2x6 or 2x8 Wall sheathing – ½ Styrofoam and 7/16 OSB OSB will be covered with Tyvek and taped to Styrofoam Roof sheathing – 7/16 OSB
9 All windows shall be MW Twin Seal single hung all vinyl or equal and have screens (if operable)
10 Front entry door shall be 6 panel wood fiberglass or insulated metal (see allowances)
11 All other exterior doors shall be wood fiberglass or insulated metal
12 All interior doors to be 6 panel composite units
13 Cornice shall be a combination of vinyl and metal
14 Roofing shall be 25 year Architectural shingles nailed over 15 lb Felt with a continuous ridge vent
15 Plumbing shall consist of all CPVC and PVC piping as follows

Master Bath	Tub–cultured marble (white) with 9 cultured marble splash and Delta faucet
	Shower cultured marble (white) with cultured marble surround shower door and Delta faucet
	Vanity cultured marble (white) with Delta faucet
	Water Closet American Standard elongated (white)
Full Baths	Tub–Americast by American Standard (white) with cultured marble surround and Delta faucet Shower door not provided
	Vanity cultured marble (white) with Delta faucet
	Water Closet American Standard elongated (white)
Kitchen	Sink Americast (white) by American Standard with Delta faucet
	Disposal 1/2 hp
	Icemaker hook up
Other	Water Heater 50 gal (Natural Gas)
	Washing machine connection
	3 outside spigots (garden hose connections)
	Water Supply City of Columbia
	Sewer Supply Public

AA 5/22/03
5/22/03
AA 5/22/03

16 Electrical shall be wired to conform to National Electrical Code (NEC) with outside service entrance wires to be underground by MCEC Electric panel to be 200 amp Up to 5 ceiling fans can be installed at no additional cost Up to 19 recessed lights are included

17 Telephone and Cable TV connections installed in each Bedroom Great room Kitchen and FROG

18 HVAC 1st floor 12 SEER Gas Pack 2nd floor 12 SEER Heat Pump (2 zones) (Tempstar or equivalent) Gas connection provided to fireplace

19 Insulation Floor R 19 Walls – R 13 Attic – R 30 Sound barriers (R 11) in all bathroom and laundry room walls

20 Hardwood Floors shall be 2 1/4 #1 common Red Oak They will be sanded stained and finished with 3 coats of polyurethane (Utility Foyer Foyer closet DR Kitchen Breakfast Pantry Hall down Landing above GR and Hall up), LAUNDRY

21 Ceramic tile to be installed on all bathroom floors

22 Carpet to be installed in all Bedrooms Closets ROG and GR

23 Exterior walls to be Brick Veneer except for Hardi Plank on screen porch and vinyl on dormer

24 Drywall shall be ½ thick and smooth

25 Garage door to be 18 x8

26 Painting

Exterior All surfaces requiring paint will be primed and painted with two coats of semi gloss latex

Interior all trim to be primed and painted with two coats of semi gloss latex
Walls to be primed and painted with two coats of semi gloss latex wall paint
Ceilings All to be smooth and painted white (except Garage to be textured)
closet walls and garage walls to be painted white

Note All trim to be one color and all walls to be up to three colors Deep tint colors may cost extra No paint to be applied to treated lumber

27 Mirrors will be installed in all bathrooms and will be the width of vanities x 3 -6 high

28 Mailbox will be brick to match the house

29 Molding (paint grade)

Crown	3 piece in Foyer K Br DR Great R MBR and Halls 1 piece all other rooms (except none in Garage and closets)
Door Casing	RB3 down 444 up
Window Casing	RB3 down 444 up
Base	7 ¼ speed base down 5 ¼ up
Chair	None

30 Allowances (including tax delivery and freight)

Appliances (range oven microwave/hood dishwasher etc installed)	$2000 00
Brick (per thousand) (Queen size)	$300 00
Cabinets (including all bathrooms utility room kitchen and great room)	$7500 00
Carpet (per sq yard installed including pad)	$18 00
Ceramic Tile (material only per sq ft)	$2 00
Closet shelving (closet maid) (installed)	$800 00
Front Door unit (including door side lites transom and frame)	Same as Lot 1
Gas Logs (installed)	$350 00
Hardware (incl all locks keys cabinet knobs door hardware and installation)	$900 00
Kitchen Counter Tops (solid surface installed)	$3100 00
Landscaping (installed)	$3000 00
Light Fixtures	$3000 00
Plumbing fixtures (1 kitchen sink @ $225 00 1 kitchen faucet and disposal @ $200 00 1 shower head and control @ $125 00 2 shower head/tub controls @ $150 00 1 master tub faucet @ $200 00 1 laundry sink and faucet @150 00 and 5 lavatory faucets @ $100 00 each)	$1700 00
Shower Door for Master Bath (installed)	$400 00

*Floor plans elevations and standard features may vary in detail We reserve the right to alter home specifications without notice or obligation

Approved 5/22/03
5/22/03

16 Electrical shall be wired to conform to National Electrical Code (NEC) with outside service entrance wires to be underground by MCEC Electric panel to be 200 amp Up to 5 ceiling fans can be installed at no additional cost Up to 19 recessed lights are included

17 Telephone and Cable TV connections installed in each Bedroom Great room Kitchen and FROG

18 HVAC 1st floor 12 SELR Gas Pack 2nd floor 12 SEER Heat Pump (2 zones) (Tempstar or equivalent) Gas connection provided to fireplace

19 Insulation Floor – R 19 Walls – R 13 Attic – R 30 Sound barriers (R 11) in all bathroom and laundry room walls

20 Hardwood Floors shall be 2 1/4 #1 common Red Oak They will be sanded stained and finished with 3 coats of polyurethane (Utility Foyer Foyer closet DR Kitchen Breakfast Pantry Hall down Landing above GR and Hall up), LAUNDRY

21 Ceramic tile to be installed on all bathroom floors

22 Carpet to be installed in all Bedrooms Closets ROG and GR

23 Exterior walls to be Brick Veneer except for Hardi Plank on screen porch and vinyl on dormer

24 Drywall shall be ½ thick and smooth

25 Garage door to be 18 x8

26 Painting

Exterior All surfaces requiring paint will be primed and painted with two coats of semi gloss latex

Interior all trim to be primed and painted with two coats of semi gloss latex
Walls to be primed and painted with two coats of semi gloss latex wall paint
Ceilings All to be smooth and painted white (except Garage to be textured)
closet walls and garage walls to be painted white

Note All trim to be one color and all walls to be up to three colors Deep tint colors may cost extra No paint to be applied to treated lumber

27 Mirrors will be installed in all bathrooms and will be the width of vanities x 3 -6 high

28 Mailbox will be brick to match the house

29 Molding (paint grade)

Crown	3 piece in Foyer K Br DR Great R MBR and Halls 1 piece all other rooms (except none in Garage and closets)
Door Casing	RB3 down 444 up
Window Casing	RB3 down 444 up
Base	7 ¼ speed base down 5 ¼ up
Chair	None

30 Allowances (including tax delivery and freight)

Appliances (range oven microwave/hood dishwasher etc installed)	$2000 00
Brick (per thousand) (Queen size)	$300 00
Cabinets (including all bathrooms utility room kitchen and great room)	$7500 00
Carpet (per sq yard installed including pad)	$18 00
Ceramic Tile (material only per sq ft)	$2 00
Closet shelving (closet maid) (installed)	$800 00
Front Door unit (including door side lites transom and frame)	Same as Lot 1
Gas Logs (installed)	$350 00
Hardware (incl all locks keys cabinet knobs door hardware and installation)	$900 00
Kitchen Counter Tops (solid surface installed)	$3100 00
Landscaping (installed)	$3000 00
Light Fixtures	$3000 00
Plumbing fixtures (1 kitchen sink @ $225 00 1 kitchen faucet and disposal @ $200 00 1 shower head and control @ $125 00 2 shower head/tub controls @ $150 00 1 master tub faucet @ $200 00 1 laundry sink and faucet @150 00 and 5 lavatory faucets @ $100 00 each)	$1700 00
Shower Door for Master Bath (installed)	$400 00

*Floor plans elevations and standard features may vary in detail We reserve the right to alter home specifications without notice or obligation

Approved 5/22/03
5/22/03

Addendum to Quinn/Henry Contract #1
5/22/2003

	ORIGINAL PRICE	359,500 00
	Less discount from builder	(3 500 00)
1	Change screened in porch to a sunroom (includes carpet @ $18/yard)	7,020 00
2	Hardwood in sunroom (cost to upgrade from carpet)	1,405 00
3	Transoms between great room and sunroom (5 separate units)	875 00
4	Some type of decorative window in sunroom in vaulted area (allowance)	600 00
5	2 columns between great room and sunroom	575 00
6	Open up wall between breakfast area and sunroom	(15 00)
7	1 column between breakfast area and sunroom	225 00
8	Create opening between dining room & great room / widen opening between dining room & foyer Arched openings for 3 doorways	1,800 00
9	Screened in porch – attached to both the sunroom and the master bedroom	5 075 00
10	Patio extension 48' x 8' ~~– curved with brick edge~~ AQ 5-22 03 MPA 5/22/03	700 00
11	Change window on back wall of master bedroom to a single French door	260 00
12	Change carpeting in great room and downstairs bedrooms to hardwood	3,150 00
13	Stained cabinets in great room guest bath downstairs and kitchen (additional allowance)	4 250 00
14	Stucco dormer instead of siding	300 00
15	Wall in long closet in upstairs back bedroom Make closet part of extra storage with single closet width door for access	(100 00)
16	Drain in laundry room under washer	75 00
17	Circle driveway coming off of main driveway (14 wide x 75 at center)	1 800 00
18	Pre wiring for security system (included)	-
19	Whirlpool tub in master bath (included)	-
20	Delete plumbing rough-in to spare bath upstairs	(500 00)
21	Granite kitchen counter tops from Rock of Adam (limited builder selection)	500 00
22	Laundry Chute from closet in room over garage	75 00
23	Sound barriers in wall between master bedroom and great room kitchen and downstairs bedroom, all bathrooms and laundry walls	200 00
24	Mirrors in master bath and 2nd downstairs bathroom to include beveled edge	100 00
25	All kitchen appliances installed at builder expense (not as part of allowance)	-
26	Gas hook-up for stove-top and clothes drier (offered by builder at no charge)	-
27	Gas hook-up for mailbox light, front door lights, 3 lights on side of house by garage and side door, and 2 lights at back of house	1,300 00
28	Microwave venting to outside	200 00
	Increase to allowanced	
29	Appliances (increase from $2 000 - 3 000)	1 000 00
30	Landscaping (increase from $3 000 - 8,000)	5 000 00
31	Light fixtures (increased from $3 000 - $3 500) offered by builder at no charge	-
32	Plumbing fixtures (increased from $1,700 to 2 700)	1,000 00
33	Less additional allowance from builder ~~for gutters~~ AQ 5-22 03 MPA 5/22/03	(1,300 00)
	TOTAL PRICE	391,570 00

AQ 5-22-03
MPA 5/22/03

Addendum to Quinn/Henry Contract #1
5/22/2003

	ORIGINAL PRICE	359,500 00
	Less discount from builder	(3 500 00)
1	Change screened in porch to a sunroom (includes carpet @ $18/yard)	7,020 00
2	Hardwood in sunroom (cost to upgrade from carpet)	1 405 00
3	Transoms between great room and sunroom (5 separate units)	875 00
4	Some type of decorative window in sunroom in vaulted area (allowance)	600 00
5	2 columns between great room and sunroom	575 00
6	Open up wall between breakfast area and sunroom	(15 00)
7	1 column between breakfast area and sunroom	225 00
8	Create opening between dining room & great room / widen opening between dining room & foyer Arched openings for 3 doorways	1 800 00
9	Screened in porch – attached to both the sunroom and the master bedroom	5,075 00
10	Patio extension 48 x 8' ~~curved with brick edge~~ AQ 5-22 03 DPA 5/22/03	700 00
11	Change window on back wall of master bedroom to a single French door	260 00
12	Change carpeting in great room and downstairs bedrooms to hardwood	3,150 00
13	Stained cabinets in great room guest bath downstairs and kitchen (additional allowance)	4 250 00
14	Stucco dormer instead of siding	300 00
15	Wall in long closet in upstairs back bedroom Make closet part of extra storage with single closet width door for access	(100 00)
16	Drain in laundry room under washer	75 00
17	Circle driveway coming off of main driveway (14 wide x 75 at center)	1,800 00
18	Pre wiring for security system (included)	-
19	Whirlpool tub in master bath (included)	-
20	Delete plumbing rough-in to spare bath upstairs	(500 00)
21	Granite kitchen counter tops from Rock of Adam (limited builder selection)	500 00
22	Laundry Chute from closet in room over garage	75 00
23	Sound barriers in wall between master bedroom and great room kitchen and downstairs bedroom all bathrooms and laundry walls	200 00
24	Mirrors in master bath and 2nd downstairs bathroom to include beveled edge	100 00
25	All kitchen appliances installed at builder expense (not as part of allowance)	-
26	Gas hook-up for stove-top and clothes drier (offered by builder at no charge)	-
27	Gas hook-up for mailbox light front door lights, 3 lights on side of house by garage and side door, and 2 lights at back of house	1,300 00
28	Microwave venting to outside	200 00
	Increase to allowanced	
29	Appliances (increase from $2 000 - 3 000)	1,000 00
30	Landscaping (increase from $3 000 - 8 000)	5,000 00
31	Light fixtures (increased from $3 000 - $3 500) offered by builder at no charge	-
32	Plumbing fixtures (increased from $1,700 to 2 700)	1,000 00
33	Less additional allowance from builder ~~for gutters~~ AQ 5-22-03 DPA 5/22/03	(1,300 00)
	TOTAL PRICE	391,570 00

AQ 5-22-03
DPA 5/22/03

Rolling Creek
Phase IV

This contract made between Key Stone Custom Homes, 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 9 Block ____, Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 65,000
To be paid as follows
Deposit or Reservation Money (Cash__Check__)----$ 1,000

Balance upon Delivery of Deed as hereinafter provided $ 64,000

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 Keystone Custom Homes
And be delivered at the office of Bragg-Bozer
Or other stipulated place of closing and transaction closed on or before April 30th
But not later than April 30th, 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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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

3-31-03
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone - Home

City State Zip Code

SEL Properties LLC

(As to Seller)

By

Its

Rolling Creek
Phase IV

This contract made between Key Stone Custom Homes, 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 Rolling Creek, in Richland County State of South Carolina, and being described as follows

Lot 9 Block ____ Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is --- --- ---------- --- --- $ 65,000
To be paid as follows
Deposit or Reservation Money (Cash__ Check__) --- $ 1,000 -have not Received 6-13 03

Balance upon Delivery of Deed as hereinafter provided $ 64,000

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

5450

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 Keystone Custom Homes
And be delivered at the office of Berry Bozeman
Or other stipulated pla e of closing and transaction closed on or before April 30th
But not later than April 30th 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 de'ivery of the Deed

Tax prorations pursuant to this Contract will be based on taxes of records on the date of closi g 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 wi l 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 w th the terms and conditions of the Contract then the said depos t shall at the option of the Seller be paid to Seller as liquidated damages or Seller may seek other remedies available to him unde 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 Selle

The lot is sold AS IS and the Seller makes no warranty as o 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

5451

h urchaser h s made a personal on the lot inspection of the lot or waives the right to do r to signing this contract and acknowledges that the roads which will be inspected during cn truction by Richland County shall be deeded to Richland County and the water lines and r system shall be dedicated to any independent water company or government al agency

n Agreement supersedes any and all understanding and agreements between th parties and cn tities he sole and entire agreement between the parties No oral statements or pr sentations whatsoever shall be considered apart hereof This Contract is entered nto after l investi ations neither party relying upon any statement or representation not embodied in n Contract made by the oth r This Contract cannot be altered changed or amended except in ting signed by the party to by charged

s l-r agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as pecified in the Listing Agreement payable at the time of closing

ot s les price includes a $3 000 landscaping allowance to a Rolling Creek team build r

The purchaser has read the entire contract and understands the terms thereof

n \ tness Whereof the undersigned have set their hands and seals

s n d Se led and Delivered
n t Presence of

3 31-03
Purchase Date

(As to Purchaser)

Purchase Date

Address

Telephone - Home

City State Zip Code

SEL Properties LLC

(As to Seller)

By

Its

3

5452

OMB NO 2502-0265

A.	B. TYPE OF LOAN	
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS 4 ☐ VA 5 ☐ CONV INS	
SETTLEMENT STATEMENT	6. FILE NUMBER 2003-13895	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 (KEYSTONE CONSTRUCTION PFD/2003-13895/7)

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER.	F. NAME AND ADDRESS OF LENDER
KEYSTONE CUSTOM HOMES INC 1149 OLD BUSH RIVER ROAD CHAPIN SC 29036	SEL PROPERTIES	REGIONS MORTGAGE 107 CHESTERFIELD STREET AIKEN SC 29801

G. PROPERTY LOCATION.	H. SETTLEMENT AGENT 57-0692269	I. SETTLEMENT DATE
LOT 9 PHASE IV ROLLING CREEK IRMO SC 29063 Richland County South Carolina	Law Offices of Brian L. Boger PLACE OF SETTLEMENT 1331 Elmwood Avenue Suite 210 Columbia SC 29202	July 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	61 500 00	401 Contract Sales Price	61 500 00
102 Personal Property		402. Personal Property	
103 Settlement Charges to Borrower (Line 1400)	4,669.25	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	66 169.25	*420 GROSS AMOUNT DUE TO SELLER*	61 500 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)	(255 000 00)	502. Settlement Charges to Seller (Line 1400)	3 310 55
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 Construction Draw	42,169.25	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 LANDSCAPING ALLOWANCE	3 000.00	513 LANDSCAPING ALLOWANCE	3 000 00
214 2ND MORTGAGE	20,000 00	514 2ND MORTGAGE	20,000 00
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	66 169.25	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	27 310.55
300 CASH AT SETTLEMENT FROM/TO BORROWER.		**600 CASH AT SETTLEMENT TO/FROM SELLER.**	
301 Gross Amount Due From Borrower (Line 120)	66 169 25	601 Gross Amount Due To Seller (Line 420)	61,500 00
302. Less Amount Paid By/For Borrower (Line 220)	(66 169.25)	602 Less Reductions Due Seller (Line 520)	(27 310 55)
303 CASH (FROM) (TO) BORROWER	0 00	*603 CASH (X TO) (FROM) SELLER*	34 189 45

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

Borrower KEYSTONE CUSTOM HOMES INC

Seller SEL PROPERTIES

L SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL COMMISSION Based on Price $ @ 0.0000 %			
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 0000 % to THREE RIVERS MORTGAGE		2,550 00	
802. Loan Discount % to			
803. Appraisal Fee to THREE RIVERS MORTGAGE		225 00	
804 Credit Report to			
805 Lender's Inspection Fee to THREE RIVERS MORTGAGE		250 00	
806 Mortgage Ins. App Fee to			
807 Assumption Fee to			
808 ADMINISTRATIVE FEE to THREE RIVERS MORTGAGE		177 25	
809			
810 FLOOD ZONE DETERMINATION to REGIONS MORTGAGE		10 00	
811 CONSTRUCTION LOAN ADMIN FEE to REGIONS MORTGAGE		50 00	
812 EXPRESS MAIL to REGIONS MORTGAGE		12 75	
813			
814			
815			
816			
817			
818			
819			
820			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest From 07/01/03 to 08/01/03 @ $ /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 or Title Search to STATEWIDE TITLE SERVICES INC		175 00	
1103 Title Examination to			
1104 Title Insurance Binder to The Brian Boger Agency		75 00	
1105 Document Preparation to Law Offices of Bnan L. Boger		100 00	150 00
1106 Notary Fees to			
1107 Attorney's Fees to Law Offices of Brian L Boger		385 00	
(includes above item numbers)			
1108 Title Insurance to Chicago Title Insurance Company		546 25	
(Includes above item numbers)			
1109 Lender's Coverage $ 255 000 00			
1110 Owner's Coverage $ 61,500 00 75 00			
1111 Satisfaction fee Law Offices of Brian L Boger			
1112. Copies Postage and Fax to Law Offices of Bnan L Boger		40 00	
1113.			
1114 DEVELOPMENT FEE to DUTCH FORK DEVELOPMENT			2 933 00
1115			
1116			
1117			
1118			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $ 10 00 Mortgage $ 37 00 Releases $		47 00	
1202. City/County Tax/Stamps. Deed , Mortgage			
1203 State Tax/Stamps Revenue Stamps 227 55 Mortgage			227 55
1204			
1205			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey to			
1302 Pest Inspection to			
1303 Federal Express Payoff Law Offices of Bnan 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)		4 669 25	3 310 55

Law Offices of Bnan L. Boger
Settlement Agent

Certified to be a true copy

(2003-13895 / 2003-13895 / 8)

OMB NO 2502-0265

A.	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV UNINS. 4 ☐ VA 5 ☐ CONV INS.
SETTLEMENT STATEMENT	6 FILE NUMBER 2003-13895 / 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 (KEYSTONE CONSTRUCTION.PFD/2003-13895/7)

D NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
KEYSTONE CUSTOM HOMES INC 1149 OLD BUSH RIVER ROAD CHAPIN SC 29036	SEL PROPERTIES	REGIONS MORTGAGE 107 CHESTERFIELD STREET AIKEN SC 29801

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0692269	I SETTLEMENT DATE
LOT 9 PHASE IV ROLLING CREEK IRMO SC 29063 Richland County South Carolina	Law Offices of Brian L Boger PLACE OF SETTLEMENT 1331 Elmwood Avenue Suite 210 Columbia, SC 29202	July 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	61 500 00	401 Contract Sales Price	61 500 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	4 669.25	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	66 169.25	*420 GROSS AMOUNT DUE TO SELLER*	61,500 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)	(255 000 00)	502. Settlement Charges to Seller (Line 1400)	3,310 55
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 Construction Draw	42 169.25	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 LANDSCAPING ALLOWANCE	3 000.00	513. LANDSCAPING ALLOWANCE	3 000 00
214 2ND MORTGAGE	20 000 00	514 2ND MORTGAGE	20 000 00
215		515	
216		516 [illegible]	[illegible]
217		517 [illegible]	[illegible]
218		518 [illegible]	[illegible]
219		519	
220 TOTAL PAID BY/FOR BORROWER	66 169 25	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	27 310 55
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER.**	
301 Gross Amount Due From Borrower (Line 120)	66 169 25	601 Gross Amount Due To Seller (Line 420)	61 500 00
302. Less Amount Paid By/For Borrower (Line 220)	(66 169 25)	602. Less Reductions Due Seller (Line 520)	(27 310 55)
303. CASH (FROM) (TO) BORROWER	0 00	*603. CASH (X TO) (FROM) SELLER*	34 189 45

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

Borrower KEYSTONE CUSTOM HOMES INC

Seller SEL PROPERTIES

3540

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ 0.0000 %		
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 1.0000 %	to	THREE RIVERS MORTGAGE	2,550.00	
802 Loan Discount %	to			
803 Appraisal Fee	to	THREE RIVERS MORTGAGE	225.00	
804 Credit Report	to			
805 Lender's Inspection Fee	to	THREE RIVERS MORTGAGE	250.00	
806 Mortgage Ins. App. Fee	to			
807 Assumption Fee	to			
808 ADMINISTRATIVE FEE	to	THREE RIVERS MORTGAGE	177.25	
809				
810 FLOOD ZONE DETERMINATION	to	REGIONS MORTGAGE	10.00	
811 CONSTRUCTION LOAN ADMIN FEE	to	REGIONS MORTGAGE	50.00	
812 EXPRESS MAIL	to	REGIONS MORTGAGE	12.75	
813				
814				
815				
816				
817				
818				
819				
820				
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901 Interest From 07/01/03 to 08/01/03 @ $	/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 or Title Search	to	STATEWIDE TITLE SERVICES INC	175.00	
1103 Title Examination	to			
1104 Title Insurance Binder	to	The Brian Boger Agency	75.00	
1105 Document Preparation	to	Law Offices of Brian L. Boger	100.00	150.00
1106. Notary Fees	to			
1107 Attorney's Fees	to	Law Offices of Brian L. Boger	385.00	
(includes above item numbers:		)		
1108 Title Insurance	to	Chicago Title Insurance Company	546.25	
(includes above item numbers:		)		
1109 Lender's Coverage	$ 255,000.00			
1110 Owner's Coverage	$ 61,500.00	75.00		
1111 Satisfaction fee	Law Offices of Brian L. Boger			
1112. Copies Postage and Fax	to Law Offices of Brian L. Boger		40.00	
1113				
1114 DEVELOPMENT FEE	to	DUTCH FORK DEVELOPMENT		2,933.00
1115				
1116				
1117				
1118				
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201 Recording Fees Deed $ 10.00 Mortgage $ 37.00		Releases $	47.00	
1202 City/County Tax/Stamps Deed		Mortgage		
1203 State Tax/Stamps Revenue Stamps		227.55 Mortgage		227.55
1204				
1205				
1300 ADDITIONAL SETTLEMENT CHARGES				
1301 Survey	to			
1302 Pest Inspection	to			
1303 Federal Express Payoff	Law Offices 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)			4,669.25	3,310.55

Law Offices of Brian L. Boger
Settlement Agent

Certified to be a true copy

3541

OMB NO 2502 0265

A	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1 [ ] FHA 2 [ ] FmHA 3 [X] CONV UNINS 4 [ ] VA 5 [ ] CONV INS
SETTLEMENT STATEMENT	6 FILE NUMBER BARKERJAM4 04 / 7 LOAN NUMBER 0136308889
	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 (BARKERJAM4 04 PFD/BARKERJAM4-04/7)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
James A Barker Irmo SC 29063	Keystone Custom Homes Inc 1149 Old Bush River Road Chapin SC 29036	Southland Mortgage Corporation 6334 St Andrews Road Ste 108 Columbia SC 29212

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0805713 H Thomas Anderson	I SETTLEMENT DATE
Irmo SC 29063 Richland County South Carolina	PLACE OF SETTLEMENT 6160 St Andrews Road Columbia SC 29212	April 30 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	370 000 00	401 Contract Sales Price	370,000 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	9 016 67	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 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	379 016 67	*420 GROSS AMOUNT DUE TO SELLER*	370 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		**500 REDUCTIONS IN AMOUNT DUE TO SELLER**	
201 Deposit or earnest money	4 000 00	501 Excess Deposit (See Instructions)	
202 Principal Amount of New Loan(s)	351 500 00	502 Settlement Charges to Seller (Line 1400)	19 835 50
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first Mortgage to Regions Bank/204-73847	248 445 08
205		505 Payoff of second Mortgage to SEL Properties	22 019 67
206		506 Deposit retained by broker	4 000 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 05/01/04	114 68	511 County Taxes 01/01/04 to 05/01/04	114 68
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	355 614 68	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	294 414 93
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Borrower (Line 120)	379 016 67	601 Gross Amount Due To Seller (Line 420)	370 000 00
302 Less Amount Paid By/For Borrower (Line 220)	(355 614 68)	602 Less Reductions Due Seller (Line 520)	(294 414 93)
303 CASH (X FROM) (TO) BORROWER	23,401 99	*603 CASH (X TO) (FROM) SELLER*	75 585 07

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

Borrower James A. Barker by Carol Roop
James A. Barker

Seller Keystone Custom Homes Inc.

HUD 1 (3-86) 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 $ 370,000.00 @ 6.0000 % 22,200.00		
	Division of Commission (line 700) as Follows		
701	$ 11,100.00 to Dutch Fork Realty		
702	$ 11,100.00 to Century 21/Bob Capes Realtors Less Deposit Retained 4,000.00		
703	Commission Paid at Settlement		18,200.00
704	to		
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**		
801	Loan Origination Fee 1.0000 % to Southland Mortgage Corporation	3,515.00	
802	Loan Discount % to		
803	Appraisal Fee to Bruce Johnson	300.00	
804	Credit Report to Southland Mortgage Corporation	17.00	
805	Inspection Fee to Southland Mortgage Corporation	75.00	
806	Tax Service Fee to Citizens Bank	70.00	
807	Underwriting/Admin Fee to Noble Service	295.00	
808	Express Fee to Citizens Bank	25.00	
809	Flood Cert Fee to Citizens Bank	17.00	
810	Doc Prep Fee to FAND/Noble Service	100.00	
811	Mtg Broker Fee fm Citizens to Southland Mortgage Corporation POC $1,539.57b		
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**		
901	Interest From 04/30/04 to 05/01/04 @ $ 54.169520/day (1 days 5.6250%)	54.17	
902	Mortgage Insurance Premiumfor months to		
903	Hazard Insurance Premium for 1.0 years to Nationwide Insurance	1,344.00	
904			
905			
1000	**RESERVES DEPOSITED WITH LENDER**		
1001	Hazard Insurance 3.000 months @ $ 112.00 per month	336.00	
1002	Mortgage Insurance 0.000 months @ $ 228.48 per month		
1003	City/Town Taxes months @ $ per month		
1004	County Taxes 7.000 months @ $ 250.00 per month	1,750.00	
1005	Assessments months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008	Aggregate Adjustment months @ $ per month	896.00	
1100	**TITLE CHARGES**		
1101	Satisfaction Fee to H Thomas Anderson		10.00
1102	Abstract or Title Search to H Thomas Anderson	150.00	
1103	Attorney Fee to H Thomas Anderson	400.00	
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 H Thomas Anderson	20.00	
1107	Express Fee (payoff) to		
	(includes above item numbers)		
1108	Title Insurance to Irmo Title Insurance Agency	822.50	
	(includes above item numbers)		
1109	Lender's Coverage $ 351,500.00 75.00		
1110	Owner's Coverage $ 370,000.00 747.50		
1111			
1112			
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 1,369.00, Mortgage		1,369.00
1203	State Tax/Stamps Deed Mortgage		
1204	Assignment		
1205	Survey to H Thomas Anderson	5.00	
1300	**ADDITIONAL SETTLEMENT CHARGES**		
1301	Survey to United Design Services	262.50	
1302	Pest Inspection to		
1303	2004 regime fee to Rolling Creek Homeowners Assoc	268.50	131.50
1304			
1305			
1400	**TOTAL SETTLEMENT CHARGES (Enter on Lines 103 Section J and 502 Section K)**	9,016.67	19,835.50

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

H Thomas Anderson
Settlement Agent

(BARKERJAM4-04 / BARKERJAM4-04 / 7)

BUYER / SELLER CERTIFICATION

Borrower	James A Barker
Seller	Keystone Custom Homes Inc
Lender	Southland Mortgage Corporation
Settlement Agent	H Thomas Anderson (803)798 9586
Place of Settlement	6160 St Andrews Road Columbia SC 29212
Settlement Date	April 30 2004
Property Location	Irmo SC 29063 Richland County South Carolina

The Buyer and Seller this date have checked reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs) consisting of two (2) pages Buyer acknowledges receipt of the payment of the loan proceeds in full and Seller acknowledges payment in full of the proceeds due Seller from the settlement

The Buyer and Seller understand that the tax prorations shown on the Settlement Statement are Based on the prior tax periods rate(s) The Buyer and Seller agree to adjust the tax prorations shown on the Settlement Statement when the actual advalorem tax bill is rendered Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer

Seller understands that the pay off figure(s) shown on the first page of the Settlement Statement are figures supplied to the Settlement Agent by the Seller s lender(s) and is/are subject to confirmation upon tender of payment If the payoff figure(s) are inaccurate Seller agrees to immediately pay any shortage(s) that may exist

As part of the consideration of this sale the contract between the parties is by reference incorporated herein and made a part hereof the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed

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 A Barker by Carol Shop

James A Barker

Keystone Custom Homes Inc

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

H Thomas Anderson
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

(BARKERJAM4-04 PFD/BARKERJAM4 04/8)

RE TOR

Century 21®
Bob Capes Realtors

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 9th day of March 20 04
by James A. Baker Purchaser(s)
to Keystone Custom Homes, 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 9 Block A Section III Subdivision Rolling Creek
Address _____
Tax Map # 00260004006 City Simo Zip 29063
County of Richland State of South Carolina

3 PRICE — The sales price is $ 310,000 to be paid as follows
A $ 4,000 Earnest money paid by [ ] cash [✓] check [ ] other held in trust by C21 Bob Capes Realtors
B $ n/a Additional earnest money to be deposited with _____ prior to _____
C $ To be determined Balance of down payment at closing is to be in the form of a cashier s check or certified funds
D $ To be determined 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 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 n/a (date) Construction to begin n/a 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 Init als (____/____) DATE _____ HAVE READ THIS PAGE Builder/Seller s Init als (SW/____) DATE 3-5-04 HAVE READ THIS PAGE

033 E cr off ce s dependently ow ed and operated

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 [ ] 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 $ _____ per _____ (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 $ pre paid and provided by 2-10 Warranty Co

E **OTHER CONDITIONS** _____

Purchaser retains the right to have a home inspection performed prior to closing
Seller to install granite countertops in kitchen, 10'x10'
Deck off rear phase, wrought iron railings, brick mailbox
Seller to rework the spindles going upstairs, to be approved by purchaser within 24 hrs of plan being given to their Realtor
Seller to install glass transom with colonial door going into living room -

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 $ 4,000

(g) Other _____

Purchaser's Initials (____/____) DATE _____ HAVE READ THIS PAGE Builder/Seller's Initials (SKH/____) DATE 3-5-04 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 James A. Baker and delivered to the stipulated place of closing This transaction shall be closed on or before 4/30/04 (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 Bu lder/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

Pu chaser's Initials (_____/_____) DATE _____ HAVE READ THIS PAGE Builder/Seller's Initials (BM/JB) DATE 3-30-04 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 10 00 o clock P m (ET) on 3/7/04 (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 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	SSN
Witness as to Purchaser	Purchaser	Date	SSN
Witness as to Builder/Seller	Builder/Seller Susan R Nuttall	Date 3-5-04	SSN
Witness as to Builder/Seller	Builder/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)

13895

Satisfied
April 27, 2004
SEL Properties, LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

July 1, 2003

MORTGAGE

WHEREAS, **KEYSTONE CUSTOM HOMES, INC** (hereinafter called the mortgagor) in and by his certain note of even date stands firmly held and bound unto **SEL PROPERTIES, LLC** Address PO BOX 11641 COLUMBIA SC 29211 (hereinafter called the mortgagee) for the payment of the full and just sum of **TWENTY THOUSAND AND 00/100 ($20,000 00) DOLLARS** payable pursuant to a note due JULY 1 2004

NOW, KNOW ALL MEN BY THESE PRESENTS That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note and also in consideration of the further sum of THREE ($3 00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged has granted bargained sold and released and by these presents does grant bargain, sell and release unto the mortgagee its/his successors heirs and assigns the real property described as follows

Book 00939-3847
Satisfaction of Mort
Fee $5 00 County Tax $0 00 State Tax $0 00

SEE ATTACHED LEGAL DESCRIPTION

2004042876 John G Norris

TOGETHER with all and singular the rights members, hereditament and appurtenances to the premises belonging or in anywise appertaining

TO HAVE AND TO HOLD all and singular the premises unto the mortgagee its/his successors heirs and assigns forever

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee its/his successors heirs and assigns from and against himself and his heirs and successors lawfully claiming or to claim the same or any part thereof

AND IT IS AGREED by and between the parties that if the mortgagor his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above with such company as shall be approved by the mortgagee its/his successors heirs and assigns, and shall deliver the policy to the mortgagor and in default thereof the mortgagee its/his successors heirs or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof together with interest thereon at the rate provided in the note from the date of its payment And it is further agreed in the event of other insurance and contribution between the insurers that the mortgagee its/his successors, heirs and assigns shall be entitled to receive from the aggregate of the insurance monies to be paid a sum equal to the amount of the debt secured by this mortgage

AND IT IS AGREED by and between the parties that if the mortgagor his heirs and successors or assigns shall fail to pay all taxes and assessments upon the premise when they shall first become payable then the mortgagee its/his successors heirs or assigns may cause the

Book 00820 3388
Mortgage
Fee $10 00 County T $0 00 State Tax $0 00

5444

2003072849 John G Norris

LAW OFFICES OF BRIAN L BOGER

1331 ELMWOOD AVENUE SUITE 210
P O BOX 65
COLUMBIA SOUTH CAROLINA 29202

BRIAN L BOGER

TELEPHONE (803) 252 2880
FACSIMILE (803) 254 5025
email brianboger@mindspring com

SEL Properties LLC
P O Box 11641
Columbia, SC 29211

Re Our file number 2003-13895

Dear SEL Properties

In connection with the above referenced loan, we enclose herewith the following documents

1 Original Mortgage from Keystone Custom Homes Inc to SEL Properties LLC recorded on July 15 2003 in Book 820 Page 3388

It has been a pleasure assisting you with your closing if we may help you in the future please let us know

Yours very truly

Law Office of Brian L Boger

By _____

Encls

5445

same to be paid together with all penalties and costs incurred thereon and reimburse themselves under this mortgage for the sum so paid with interest thereon at rate provided in the note from the date of such payment Mortgagor shall provide proof to mortgagee that taxes were paid on a timely basis

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the mortgagee its/his successors heirs or assigns although the period for the payment thereof may not then have expired

AND IT IS AGREED by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then the mortgagee its/his successors, heirs or assigns, shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby

AND IT IS FURTHER AGREED by and between the parties that should legal proceedings be instituted for the foreclosure of this mortgage or should the mortgagee become a party to any action by reason of this mortgage or should the debt secured hereby be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee including a reasonable attorney s fee shall thereupon become due and payable as a part of the debt secured hereby and may be recovered and collected hereunder

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties that if the mortgagor does and shall well and truly pay, or cause to be paid unto the mortgagee its/his successors, heirs and assigns the debt or sum of money aforesaid with interest thereon and if any shall be due according to the true intent and meaning of the note and this mortgage, then this mortgage shall cease, terminate, and be utterly null and void otherwise it shall remain in full force and virtue

AND IT IS AGREED by and between the said parties, that the mortgagor should hold and enjoy the premises until default of payment shall be made

Any reference in this instrument to the plural shall include the singular and any references to the neuter shall include the male and female the male shall include the female and vice versa

WITNESS the hand and seal of the mortgagor
Date ~~April 16 2003~~ 7/1/03

IN THE PRESENCE OF

KEYSTONE CUSTOM HOMES, INC

BY

ITS

5446

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LEXINGTON) S C 30-5-30

I Brian L Boger, a Notary Public for South Carolina do hereby certify that the mortgagor(s) personally appeared before me this day and Acknowledged the due execution of the foregoing instrument Witness my hand and seal this April 16 2003

Notary Public for South Carolina
My Commission Expires 7/2/05

5447

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	03060		

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
JAN B CLAMP and LOUIS ONRAL CLAMP 312 NOTTINGHAM ROAD COLUMBIA SC 29212	SKL PROPERTIES LLC	

G Property Location	H Settlement Agent	I Settlement Date
[illegible]	JIMMY W GRIMES P A 798-4357 Place of Settlement 455 ST ANDREWS RD SUITE A- COLUMBIA S C 29210	05/05/03

J Summary of Borrower Transaction		K Summary of Seller Transaction	
100 Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	55 500 00	401 Contract sales price	55 500 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	372 00	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 Assessment to	
109		409	
110		410	
111		411	
112		412	
120 Gross Amount Due From Borrower	55 872 00	420 Gross Amount Due To Seller	55 500 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)	0 00
202 Principal amount of new loan( )	0 00	502 Settlement charges to seller (line 1400)	8 833 35
203 Existing loan( ) taken subject to		503 Existing loans taken subject to	
204		504 Payoff of first mortgage loan SCB&T	33 463 00
205		505 Payoff of second mortgage loan #3522	
206		506	
207		507	
208		508	
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 1/1/03 to 05/05/03	386 83	511 County taxes 1/1/03 to 05/05/03	386 83
212 Assessments to		512 Assessments to	
213		513	
214		514 Site Dev PH4	4329 90
215		515 Interest PH4	18760 67
216		516 Lot cost	23090 57
217		517	
218		518	
219		519	
220 Total Paid By/For Borrower	1 386 83	520 Total Reduction Amount Due Seller	42 683 18
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	55 872 00	601 Gross amount due to Seller (line 420)	55,500 00
302 Less amount paid by/for borrower (line 220)	(1 386 83)	602 Less reduction in amt due seller (ln 520)	(42 683 18)
303 Cash ☒ From ☐ To Borrower	54 485 17	603 Cash ☒ To ☐ From Seller	12 816 82

JE on SELS books

Lot cost entered AB 6-4-03

Previous Edition is Obsolete

HUD 1 (3 86)
RESPA HUD 4305 3

3542

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained Keystone Custom Homes INC (herein called OWNER) and Duthfork Realty LLC (herein called BROKER") agree as follows For the period of time beginning on 9-27-03 20 03 and ending at midnight on 9-27-04 20 ____. Owner hereby grants to Broker the sole and exclusive right to sell the real property known as ____ 4 Duthfork Branch Ct. 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 $ 358500 362,900 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 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 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 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 9-27-03
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

L. S ttlemen. Charges		Paid From Borrower s Funds at Settlement	Paid From Seller s Funds At Settlement
700 Total Sales/Broker s Commis ion based on price $ 55/500 00 e 10 00 %			
Division of commission (line 700) as follows			
701 $ 5 550 00	to DUTCH FORK REALTY		5 550 00
702 $	to		
703 Commi ion paid at settlement			
706 1 000 00 Earnest money retained by DUTCH FORK REALTY			
800 Items Payable in Connection With Loan			
801 Loan origination Fee %			
802 Loan Di ocunt %			
803 Appraisal Fee to			
804 Credit report to			
805 Lender s Inspection Fee			
806 Mortgage Insurance Application Fee to			
807 Assumption Fee			
808 DEVELOPMENT FEE TO DUTCH FORK DEV GROUP			2 933 00
809			
810			
811			
812			
813			
814			
815			
900 Items Required By Lender To Be Paid In Advance			
901 Inter t from to @$ /day			
902 Mortgage Insurance Premium for months to			
903 Ha ard Insurance Premium for years to			
904			
905			
1000 Reserves Deposited With Lender			
1001 Ha ard Insurance months @$ pe month			
1002 Mo tgage 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 Charge			
1101 S ttlement or lo ing f e to			
1102 Abstract or title search to CAROLINA ABSTRACTORS INC		112 00	
1103 Title examination to			
1104 Title insurance binder to			
1105 Document preparation to JIMMY W GRIMES, P A			125 00
1106 Notary f es to			
1107 Attorney s fees to JIMMY W GRIMES P A		250 00	
(includes above item numbers 1101 1107)			
1108 Titl insurance to			
(includes above item numbers)			
1109 Land r s coverage $			
1110 Owne coverage $			
1111			
1113			
1113 EXPRESS MAIL FEE			15 00
1200 Gov rnment Recording and Tran fer Charges			
1201 Recording fees Deed $ 10 00 Mortgage $ 00 R lease $ 00		10 00	
1202 City/county tax/ tamps D ed $205 35 Mortgage $ 00			205 35
1203 Stat tax/ tamps Deed $ Mortgag $			
1204 SATISFACTION OR RELEASE			5 00
1205			
1300 Additional Settlement Charge			
1301 Survey to			
1302 P st inspection to			
1303			
1304			
1305			
1400 T tal Settlement Charges (enter on lines 103 Section J and 502 Section K)		372 00	8,833 35

I have car fully reviewed the HUD 1 Settlement Statement and to the best of my knowledge and b li f it is a true and accurate statement f all receipts and disbursements made on my account r by me in this transaction I fu ther certify that I have eceived a copy of the HUD-1 Settlement St tement

JAN B CRAMP — BEL PROPERTIES LLC

Borrowe LOUIS ONREAL CLAMP — Sellers

The HUD 1 S ttlement Statement which I have p epared is a true and accur t account of thi tran ti n I have aused o will o use the funds to b disbursed in accordance with thi s ttlem t

Settlement Agent JIMMY W GRIMES P A — Date 05/05/03

WARNING: It is crime to knowingly make f l e t tements to the United St tes on this or any other similar f rm P nalti upon conviction can include a fine o imp i onment F r d t ils s Title 18 U S Code Se tion 1001 d Section 1010

3543

Rolling Creek
Phase IV

This contract made between Sara B and Louis O. Clamp 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 Rolling Creek, in Richland County State of South Carolina, and being described as follows

Lot 10 Block _____, Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 55,500 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$ 1,000 00

SFD NV

Balance upon Delivery of Deed as hereinafter provided $ 54,500.00

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

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 Joan B and Louis O'NEAL Clamp
And be delivered at the office of Stanny Grimes
Or other stipulated place of closing and transaction closed on or before April 30 2003
But not later than April 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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

(1) Contingent upon buyer receiving suitable financing. DM

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 3/28/03

Purchaser Date 3-31-03

Telephone – Home

SEL Properties LLC

By

Its

Rolling Creek
Phase IV

This contract made between J C Vile 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 Rolling Creek in Richland County State of South Carolina, and being described as follows

Lot 10 Block ____ Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is -- - - - ---- ------ --- ------- --$ 55,500 00
To be paid as follows
Deposit or Reservation Money (Cash__ Check ✓)---$ 1000 00

Balance upon Delivery of Deed as hereinafter provided $ 54 500 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

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
0502168	05/16/2005	$	$	

LOCATION 205 Dutchfork Creek Trl
Irmo SC 29063
TMS# 02600-04-28
USEZONE RS-LD FLOODZONE None
MOBILEDECAL
MOBILEMODEL

SUBDIVISION ROLLING CREEK IV
LOT 11
UTILITIES
Electn SCE&G
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 Aero Services Inc

CONTRACTOR K and L Contracting
Patrick A Kirk

LICENSES
General
Electrical
Mechanical
Plumbing

DESCRIPTIONOFWORK
SINGLE FAMILY RESIDENCE/SAWPOLE

NATUREOFWORK
New Construction

REPORTCODE
101 New Res Single-family houses, attached or detached

OCCUPANCYTYPE
Residential R3

CONSTRUCTIONTYPE
V UNPR

SETBACKS

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

DIMENSIONS

#STORIES	0
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 05/16/2005

WEBADDRESS http://BuildingDepartment.com/projects
PERMITNUMBER 0502168
PERMITPIN 273372

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

printed July 6, 2007

A

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	2005106 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

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 PALMETTO SAVINGS BANK 3932 FOREST DRIVE COLUMBIA, SC 29204

G Property Location	H Settlement Agent	I Settlement Date
205 DUTCHFORK CREEK TRAIL COLUMBIA, SC TMS#02611-04-27	TIM QUINN, ATTORNEY AT LAW Place of Settlement 1421 CALHOUN ST COLUMBIA, SC 29201	05/06/05 DISB DATE 05/06/05

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	60,000 00	401 Contract sales price	60,000.00
102 Personal property		402 Personalproperty	
103 Settlement charges to borrower (line1400)	4,502 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	64,502 40	420 Gross Amount Due To Seller	60,000 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)	708 69
203 Existing loan(s) taken subject to		503. Existing loans taken subject to	
204 CONST LOAN 308000 00	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	64,381.25	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 1/1/05 to 05/06/05	121 15	511 County taxes 1/1/05 to 05/06/05	121 15
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	64,502 40	520 Total Reduction Amount Due Seller	829 84
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	64,502 40	601 Gross amount due to Seller (line 420)	60,000 00
302 Less amt paid by/for borrower(line 220)	(64,502.40)	602 Less reduction in amt due seller(ln 520)	(829 84)
303 Cash [X] From [ ] To Borrower	0 00	603. Cash [X] To [ ] From Seller	59,170.16

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

L Settlement Charges			
700 Total Sales/Broker s Commission based on price $ 60,000 00 @ 00 %		Paid From Borrower s Funds at Settlement	Paid From Seller s Funds at Settlement
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	3,080 00	
802 Loan Discount %			
803 Appraisal Fee to	THOMAS 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		20 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	ABSOLUTE TITLE	138 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	639 00	
(includes above item numbers	)		
1109 Lender s coverage	$ 308,000 00		
1110 Owner s coverage	$ 308,000.00		
1111			
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 $ 222 00 ;Mortgage $ 00			222 00
1204			
1205			
1300 Additional Settlement Charges			
1301 Survey to			
1302 Pest inspection to			
1303 RICHLAND COUNTY TREASURER			403 59
1304			
1305			
1400 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		4,502 40	708 69

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 05/06/05

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

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained K & L Contracting LLC (herein called OWNER) and Dutch FORK REALTY LLC (herein called "BROKER/LISTING FIRM) 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 p operty known as 205 DutchFORK CREEK TRAIL IRMO SC 29063 LOT # 11 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 Said property is hereby listed to sell for the gross sale price of $ 420,000.00 or for such other price or upon such other terms (including exchange) to wh ch 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 t on per od or as a esult 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 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 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 clos ng 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 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 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** _____ (n ia 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 Broker with complete and reliable information about the ownership and operat on 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 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 shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows _____

I 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 here n 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 indemnify shall include the costs incurred in enforcing the provisions of th s indemn ty ncluding 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 applicable)

K INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective pur chasers 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 hous ng laws aga nst d s 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 authorizes Broker the right to display For Sale sign on the property and remove all other signs All signage placed on the listed 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 both 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 Relationships in Real Estate ✓ Seller acknowledges that after entering into this written agency contract Agent might request a modification 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 _____ Permission to act as a **designated agent** may be cons dered at a t me I am prov ded 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 serv ces ren dered in respect to any listing is solely a matter of negotiation between he 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 _____

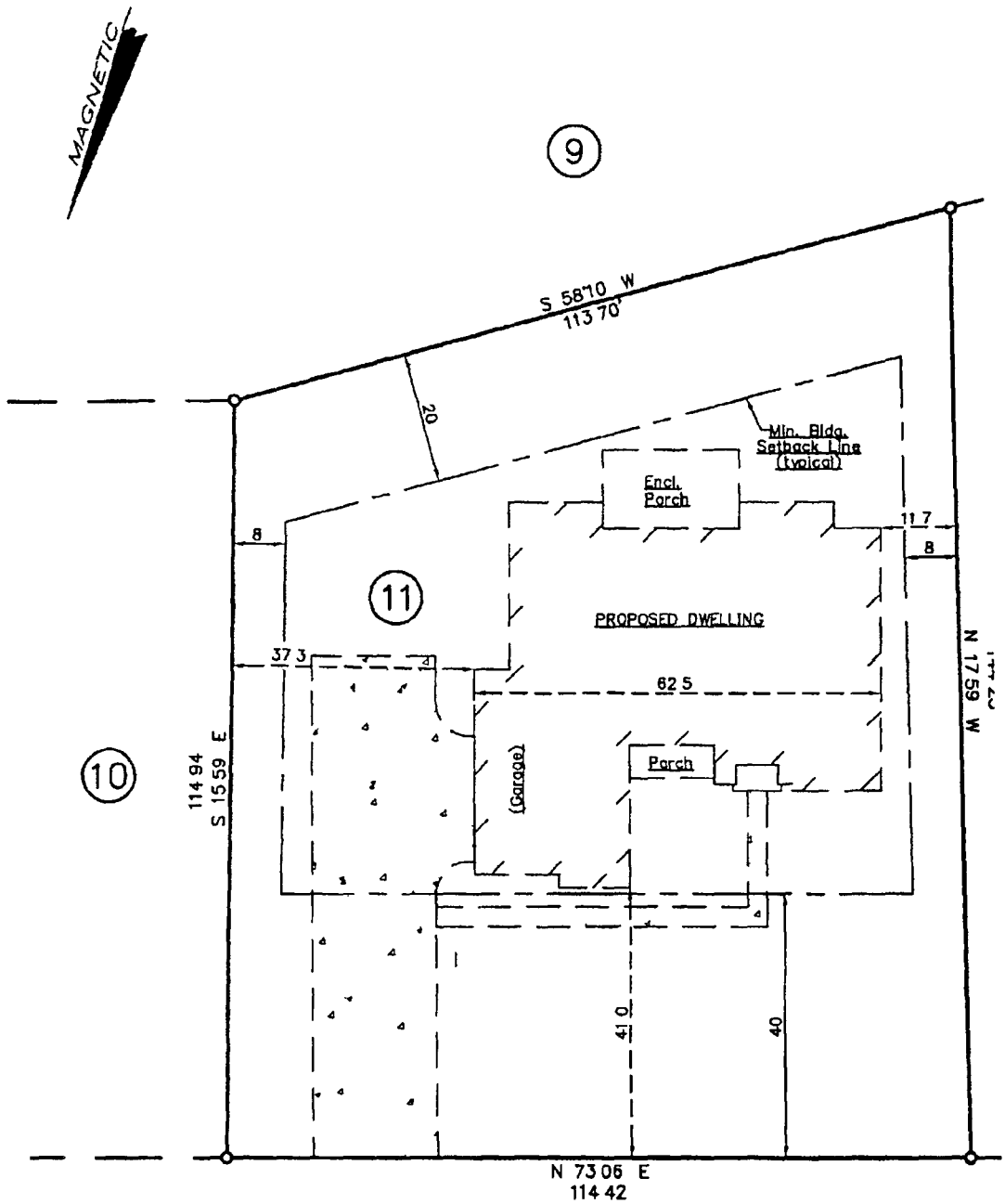
R MEDIATION All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder This mediation shall take place subject to the rules and procedures established by the Greater Columbia Association of Realtors South Carolina Code Ann Section 15 48 10 et seq shall not 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 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 3/7/06
WITNESS	OWNER	SS#	DATE
Dutch FORK REALTY LLC BROKER S COMPANY	By BROKER S SIGNATURE		DATE
206 CEDAR VIEW DRIVE IRMO SC 29063 BROKER S MAILING ADDRESS		OWNER S MAILING ADDRESS	
PHONE 803 - 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



DUTCHFORK CREEK TRAIL
(50 R/W)

PLOT PLAN
PREPARED FOR

K & L CONTRACTING, LLC

RICHLAND COUNTY NEAR WHITE ROCK S C

THE SAME BEING DESIGNATED AS LOT NO 11 ON A BONDED PLAT OF ROLLING CREEK SUBDIVISIO PHASE IV BY ASSOCIATED E & S INC DATED AUGUST 15 2002 REVISED SEPTEMBER 25 2002

NOTES
1) No field work done by us at this time
2) Verify dwelling options and final dimensions

0003156

Richland County
Residential Permit OVER 2500

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
0503556	08/12/2005	$	$	

LOCATION 209 Dutch Fork Creek Trl
Columbia SC 29063

TMS# 02611-04-26

USEZONE RS LD FLOODZONE None

MOBILE DECAL

MOBILE MODEL

SUBDIVISION ROLLING CREEK

LOT 12

UTILITIES
Electn SCE&G
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 Crout S Cooling And Heating

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	25	25
Back	20	20
Sides	5	5/16
Combined	16	
Corner	12 5	

DIMENSIONS

#STORIES	0
SQUARE FOOTAGE	0 Sq 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 08/12/2005

WEB ADDRESS http //BuildingDepartment.com/projects | PERMIT NUMBER 0503556 | PERMIT PIN 279081

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

printed July 6, 2007

Previous edition are obsolete

A Settlement Statement

#12

U S Department of Housing and Urban Development
OMB Approval No 2502 0265 (expires 9/30/2006)

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
06 29656IRM		

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 The United States this agency has not approved the accuracy or completeness of this form Penalties may be imposed for failure to comply with this regulation which may include fines imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

TitleExpress Settlement System
Printed 07/19/2006 at 09 03 CAS

D NAME OF BORROWER: Christopher L Robertson and Shannon J Robertson
ADDRESS: 023

E NAME OF SELLER: K&L Contracting LLC
ADDRESS: 1105 Pulaski Street, Columbia, SC 29201

F NAME OF LENDER: Countrywide Home Loans Inc
ADDRESS: 200 Center Point Cir Ste 240 Columbia, SC 29210

G PROPERTY ADDRESS: Lot 12, Rolling Creek Phase IV

☐ Principal Residence ☐ Other Real Estate

H SETTLEMENT AGENT: Harvey Casterline & Vallini L L P Phone (803)-212 1010 Fax (803)-409 1414
PLACE OF SETTLEMENT: 7335 St Andrews Road, Irmo, SC 29063-2801

I SETTLEMENT DATE: 07/19/2006

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	402,700 00	401 Contract sales price	402,700 00
102 Personal Property		402 Personal Property	
103 Settlement charges to borrower (line 1400)	1,548 59	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	404,248 59	**420 GROSS AMOUNT DUE TO SELLER**	402,700 00
200 AMOUNTS PAID BY OR ON 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 loans	322,160 00	502 Settlement charges to seller (line 1400)	30,819 78
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff 11520624	290,315 67
		South Carolina Bank & Trust, N	
205		505 Payoff L 12, Rol Crk 4	17,500 00
		Pope & Bowens	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
211 County taxes 01/01/06 to 07/19/06	160 74	511 County taxes 01/01/06 to 07/19/06	160 74
213		513	
214		514	
215		515	
216		16	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	323,320 74	**520 TOTAL REDUCTION AMOUNT DUE SELLER**	338,796 19
300 CASH AT SETTLEMENT FROM OR TO BORROWER		**600 CASH AT SETTLEMENT TO OR FROM SELLER**	
301 Gross amount due from borrower (line 120)	404,248 59	601 Gross amount due to seller (line 420)	402,700 00
302 Less amounts paid by for borrower (line 220)	323,320 74	602 Less reduction amount due seller (line 520)	338,796 19
303 CASH FROM BORROWER	80,927 85	**603 CASH TO SELLER**	63,903 81

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 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 consists of the Gross Proceeds of this transaction

SELLER'S 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 the transaction complete the applicable parts of Form 4797 Form 6252 and or Schedule D (Form 1040)

You are required by law to provide Harvey Casterline & Vallini L L P Phone (803) 212 1010 Fax (803)-409-1414 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 and Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number

TIN: 571131149 SELLER 1 SELLER 2 SELLER(S) SIGNATURE(S) SELLER 1 SELLER 2

Previous editions are obsolete

A Settlement Statement

#15

U S Department of Housing and Urban Development
OMB Approval No 2502 0265 (expires 9 30/2006)

B Type of Loan

1 ☐FHA 2 ☐FmHA 3 ☒Conv Unins 6 File Number: 06 29656IRM 7 Loan Number 8 Mortgage Insurance Case Number

4 ☐VA 5 ☐Conv Ins

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 We regret that it is unlawful to knowingly make false statements to the United States on this or any similar form Penalties upon conviction can include fines and imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

TitleExpress Settlement System
Printed 07/19/2006 at 09 03 CAS

D NAME OF BORROWER: Christopher L Robertson and Shannon J Robertson
ADDRESS: 023

E NAME OF SELLER: K&I Contracting LLC
ADDRESS: 1105 Pulaski Street, Columbia, SC 29201

F NAME OF LENDER: Countrywide Home Loans Inc
ADDRESS: 200 Center Point Cir Ste 240, Columbia, SC 29210

G PROPERTY ADDRESS: 63
Lot 12, Rolling Creek Phase IV

☐ Principal Residence ☐ Other Real Estate

H SETTLEMENT AGENT: Harvey Casterline & Vallini L.L.P Phone (803)-212 1010 Fax (803)-409 1414
PLACE OF SETTLEMENT: 7335 St Andrews Road, Irmo, SC 29063-2801

I SETTLEMENT DATE: 07/19/2006

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	402,700 00	401 Contract sales price	402,700 00
102 Personal Property		402 Personal Property	
103 Settlement charges to borrower (line 400)	1,548 59	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
109		409	
110		410	
111		411	
112		412	
120 GROSS AMOUNT DUE FROM BORROWER	404,248 59	**420 GROSS AMOUNT DUE TO SELLER**	402,700 00
200 AMOUNTS PAID BY OR ON 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 loans	322,160 00	502 Settlement charges to seller (line 1400)	30,819 78
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff 11520624	290,315 67
		South Carolina Bank & Trust, N	
205		505 Payoff L 12, Rol Crk 4	17,500 00
		Pope & Bowens	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
211 County taxes 01/01/06 to 07/19/06	160 74	511 County taxes 01/01/06 to 07/19/06	160 74
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	323,320 74	**520 TOTAL REDUCTION AMOUNT DUE SELLER**	338,796 19
300 CASH AT SETTLEMENT FROM OR TO BORROWER		**600 CASH AT SETTLEMENT TO OR FROM SELLER**	
301 Gross amount due from borrower (line 120)	404,248 59	601 Gross amount due to seller (line 420)	402,700 00
302 Less amounts paid by/for borrower (line 220)	323,320 74	602 Less reduction amount due seller (line 520)	338,796 19
303 CASH FROM BORROWER	80,927 85	**603 CASH TO SELLER**	63,903 81

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 in 401 above constitutes the Gross Proceeds of this transaction

SELLER S INSTRUCTIONS If this line 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 part of Form 4797 Form 6252 and/or Schedule D (Form 1040)

You are required by law to provide Harvey Casterline & Vallini L.L.P Phone (803)-212 1010 Fax (803) 409 1414 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 and Under penalties of perjury I certify that the number shown on this statement is my correct taxpayer identification number

TIN 571131149 / SELLER 1 SELLER 2 SELLER(S) SIGNATURE(S) SELLER 1 SELLER 2

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 #
2005245 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	SOUTH CAROLINA BANK AND TRUST PO BOX 1030 COLUMBIA, SC 29202

G Property Location
LOT 12 209 DUTCH FORK CK TRAIL
IRMO, SC
Rolling Creek IV

H Settlement Agent
TIM QUINN, ATTORNEY AT LAW

Place of Settlement
1421 CALHOUN STREET
COLUMBIA SC 29201

I Settlement Date
9/6/05
DISB DATE
9/6/05

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	60,000 00	401 Contract sales price	60,000 00
102 Personal property		402 Personalproperty	
103 Settlement charges to borrower (line1400)	4,488 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 Ass sam nts to		408 Assessments to	
109		409	
110		410	
111		411	
112		412	
120 Gro s Amount Due From Borrower	64,488 40	420 Gro s Amount Due To Seller	60,000 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)	778 69
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204 CONST LOAN 296000 00	0 00	504 Payoff of first mortgage loan	
205 1ST DRAW	64,248 98	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 1/1/05 to 9/6/05	239 42	511 County taxes 1/1/05 to 9/6/05	239 42
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	64,488 40	520 Total Reduction Amount Due Seller	1,018 11
300 Cash At Settlement From/To Borrower		600 Cash At Settlement To/From Seller	
301 Gross Amount due from Borrower (line 120)	64,488 40	601 Gross amount due to Seller (line 420)	60,000 00
302 Less amt paid by/for borrower(line 220)	(64,488.40)	602 Less reduction in amt due seller(ln 520)	(1,018 11)
303 Cash ☒ From ☐ To Borrower	0 00	603 Cash ☒ To ☐ From Seller	58,981 89

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

3617

SEL PROPERTIES, LLC TAX ID # 57-1039150

Previous Edition is Obsolete

HUD-1 (3 86)
RESPA HB 4305 2

Site Imp cost 36034
11 Structure 187607
24 364 07

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 $ 60,000 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 %	SCB&T	2,960 00	
802	Loan Discount %			
803	Appraisal Fee	to PALMETTO REAL ESTATE & APPRAISAL	325 00	
804	Credit report	to		
805	Lender s Inspection Fee			
806	Mortgage Insurance Application Fee to			
807	Assumption Fee			
808	FLOOD DETER FEE TO KISTLER		10 00	
809	PROCESSING FEE TO SCB&T		150 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 Prem um for 1	y ars to	POC	
904				
905				
1000	Reserves Deposited With Lender			
1001	Hazard Insurance	months @$ per month		
1002	Mortgage Insurance	months @$ per month		
1003	City Prop rty 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 in urance 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	618 00	
	(includes above item numbers	)		
1109	Lender s coverage	$ 296,000 00		
1110	Owner s coverage	$		
1111				
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 $ 222 00	Mortgage $ 00		222 00
1204				
1205				
1300	Additional Settlement Charges			
1301	Survey to			305 10
1302	Pest inspection to			
1303	RICHLAND COUNTY TREASURER			473 59
1304				
1305				
1400	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		4,488 40	778 69

I have carefully reviewed the HUD-1 Settlement Statement and to the be t 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 prep red 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

9/6/05
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

877

3618

Rolling Creek
Phase IV

This contract made between J C Vales 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 12 Block ____, Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 55,500.00
To be paid as follows
Deposit or Reservation Money (Cash__ Check✓)----$ 1000.00

Balance upon Delivery of Deed as hereinafter provided $ 54,500.00

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

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 D C Viles Inc
And be delivered at the office of BRyan Boger
Or other stipulated place of closing and transaction closed on or before 30 days after Bonding
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

RE/MAX
Real Estate Services
David K. Ness, Broker In Charge

CONTRACT OF SALE

Revised 1/05

(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 11th day of June, year 2006
by Chris Loyka and Shannon Robertson 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 ~~Q~~ Zip 29063
TMS# R02611-04-26 Subdivision Kellogg Creek

3. PRICE The sales price is $ ~~395,000~~ 402,700 to be paid as follows,

A $ 1,000 Earnest money paid by [ ] cash [X] check [ ] other held in trust by RE/MAX Real Estate Services

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

C $ 78,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds

D $ 316,200 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 Seller and the Purchaser s prepaid items to be paid by the Seller PMI FHA MIP VA or Rural Housing Funding/Guarantee Fee to be paid by the Seller
[ ] 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 $ ~~4,000~~ 3,000

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 June 30, 2006 Property is located at 1324 Tilton Meadow documentation pertaining to this sale will be provided by Purchaser upon request Weatherford, TX 76023
[ ] 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

N/A
New construction

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

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 $ 700 per Year and the fee [ ] 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 [ ] 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 Christopher L and Shannon J Robertson and delivered to stipulated place of closing This transaction shall be closed on or before 7-18-06

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 Seller to provide hardwood floors in upstairs hall and landing All to be stained same color. Kitchen and dining spaces to be repainted Buyer's choice. Single water garage door to be painted. Entire yard to be sodded-buyer's choice in color Storm light fixture to be exchanged. Gutters to be installed down sides of house. Front window casing to be replaced (damaged) Garage door opener to be installed. Seller to provide shelf in tv boxes to accomodate wiring/equipment Seller to re-grade yard in back of home. Regrading of yard to be discussed/agreed upon Builder to sod entire yard with St Augustine Seller to provide six up lights w/ timer in front yard

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 (CR / SR) DATE 6/21/06 HAVE READ THIS PAGE. Seller's Initials (____/____) DATE _____ 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 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 $_____ and provided by _____ Home Warranty Company and written through the _____ 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

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 6/11/06	SSN
Witness as to Purchaser	Purchaser	Date 6/11/06	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)

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained K & L CONTRACTING LLC. (herein called OWNER) and DUTCH FORK REALTY LLC (herein called BROKER/LISTING FIRM) agree as follows For the period of time beginning on 3/14/06 20 ____ and ending at mid- night on ____ 20 ____ Owner hereby grants to Broker the sole and exclusive right to sell the real property known as ____ CREEK TRAIL IRMO SC 29063 Lot 18 ____ Broker hereby accepts the 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 SUBJECT THE LISTING FIRM/COMPANY TO EXPULSION FROM CMLS

C 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 (ncluding exchange) to wh ch owner may subsequently agree during the authonzation 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 authonzation 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 compl es with the terms and cond tions specified here n A contract will be deemed to comply with the terms and condit ons hereof if the offered contract is for at least the listing price stated herein is non contingent and i on a form adopted or recommend by a local Board of Realtors or ubst ntially imilar thereto The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property du ing 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 authon zation period will be automatically terminated if the Owner enters nto a listing agreement w th 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 ncluding attorney s fees incurred by Broker as a result of enforcing the provision of this agreement The owner shall pay at clos ng he real estate commission a fee for preparing the deed the deed stamps requ red on the deed recording of satisfact on 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 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 v a the Internet to the pub c at la ge and agrees to indemnify and hold Broker and CMLS harmless from any claim loss or damage arising therefrom Internet yes ✓ no ____

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 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 Owner hereby authorizes anyone having a lien against the property to disclose complete informat on 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 rees 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

_____

I 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 _____

_____

J EXECUTED PROPERTY DISCLOSURE FORM as required by SC Code of Laws a amended section 27 50 10 et seq must accompany th s listing (if applicable)

K 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

L 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

M LOCKBOX Owner directs Broker to place the l sting in the Consolidated Multiple L sting Serv ce 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 potent al 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 fro n 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 authorizes Broker the right to display For Sale sign on the property and remove all other signs All signage placed on the listed 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 both 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 regarding Agency Relationships in Real Estate ✓ Seller acknowledges that after entering into this written agency contract Agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transact on If asked Perm ssion to act as a **dual agent** will not be considered _____ Permi ion to act as a **dual agent** may be considered at the time I am provided with nformat on 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 _____ Permission 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 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 List ng Broker in h s offe of co operation a id 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

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

_____

R MEDIATION All parties in this transaction agree to mediation n the event a dispute ar ses under the Contract and agree that the participation is such that mediation shall be a condition p ecedent to the right of either party to in tiate a c v l act on hereunder Th s mediat on shall take place subject to the rules and procedures establ shed by the Greater Columb a Association of Realtors South Carolina Code Ann Sect on 15 48 10 et seq shall not 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 cont act 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 3-14-06
WITNESS	OWNER	SS#	DATE
DUTCH FORK REALTY LLC BROKER S COMPANY	By BROKER S SIGNATURE		DATE
806 CEDAR VIEW DRIVE IRMO SC 29063 BROKER S MAILING ADDRESS		OWNER S MAILING ADDRESS	
PHONE 803-749-9180		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

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: 03 15158 | 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 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
Titus T Gibbs Tarsha M Gibbs Greenwood SC 29649	SEL Properties LLC 1105 Pulaski St Columbia SC 29201	Wachovia Mtg. Corp 214 North Hogan St 8th Floor Jacksonville FL 32202

G. Property Location	H Settlement Agent	I Settlement Date
Lot 13 Phase IV Rolling Creek S/D Irmo SC 29063 TMS# P/O 02600 04-02 210 Dutchfork Creek Trail	Dooley Dooley Spence Parker & Hipp P.A. Sandra Dooley Parker Esquire Place of Settlement Dooley Law Firm 218 E Main St Lexington S C. 29072	10/17/03

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	70 000 00	401 Contract sales price	70 000 00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	2 328 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**	72,328 00	420 **GROSS AMOUNT DUE TO SELLER**	70,000 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)	59,815 00	502 Settlement charges to seller (line 1400)	25,242 25
203 Existing loan(s) taken subject to		503 Existing loans taken subject to	
204		504 Payoff of first mortgage loan	
205 $383,505 00 Const. Loan		505 Payoff of second mortgage loan	
LESS 1st Draw $59,815 00 (Land Payoff)			
206 Const. CC $333,690 00		506 Const. CC $333,690 00	
207 LESS Builder (POC) $ 10,000 00		507 LESS Builder (POC) $ 10,000 00	
208 TOTAL IN LIP ACCT $323,690 00		508 TOTAL IN LIP ACCT $323,690 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	
215		515	
216		516	
217		517	
218		518	
219		519	
220 **TOTAL PAID BY / FOR BORROWER**	60,815 00	520 **TOTAL REDUCTION AMOUNT DUE SELLER**	25,242 25
300 CASH AT SETTLEMENT FROM OR TO BORROWER		**600 CASH AT SETTLEMENT TO OR FROM SELLER**	
301 Gross amount due from borrower (line 120)	72 328 00	601 Gross amount due to seller (line 420)	70 000 00
302 Less amounts paid by/for borrower (line 220)	60,815 00	602 Less reduction amount due to seller (line 520)	25,242 25
303 **CASH** FROM **BORROWER**	11,513 00	603 **CASH** TO **SELLER**	44,757 75

IN THE EVENT A RE PRORATION OF TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2003 ARE PREPARED THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES

Titus T Gibbs
Tarsha M. Gibbs
Tarsha M. Gibbs

SEL Properties LLC

RESPA HB 4305 2 REV HUD1(3/86)

File Number 03 15158

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 $** /0 000 00 @ 10 00 = 7 000 00			
	Division of commission (line 700) as follows			
701	$ 7 000 00 to Dutch Fork Realty			
702	$ to			
703	Commission paid at Settlement			7 000 00
704				
800	**ITEMS PAYABLE IN CONNECTION WITH LOAN**	**P O C**		
801	Loan Orig nation Fee %			
802	Loan Discount %			
803	Appraisal Fee to The Truth-in-Lending Co		300 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 TransAmerica Real Estate Tax Service		78 00	
809	Underwriting Fee Wachovia Mtg Corp		250 00	
810	Flood Certification Fee First American Flood Data Services, Inc		8 00	
811	Broker Compensation pd by Len The Truth-in-Lending Co $5,752.58 POC			
812				
813				
814				
815				
900	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**			
901	Interest from to @$ /day			
902	Mortgage Insurance Premium to RMIC			
903	Hazard Insurance Premium yrs 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	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 Company		188 00	
1104	Title insurance binder to Dooley Title Services		75 00	
1105	Document preparation 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		772 00	
	(includes above item No)			
1109	Lender s coverage $383,505 00 -- $772 00			
1110	Owner s coverage			
1111	Overnight Deliveries Dooley Law Firm		20 00	
1112	Copies, Fax & Postage Dooley Law Firm		25 00	
1113				
1200	**GOVERNMENT RECORDING AND TRANSFER CHARGES**			
1201	Recording fees Deed $ 10 00 Mortgage $ 27 00 Releases $ 6 00		37 00	6 00
1202	City/county/stamps Deed $ 259 00 Mortgage $			259 00
1203	State tax/stamps Deed $ Mortgage $			
1204				
1205				
1300	**ADDITIONAL SETTLEMENT CHARGES**			
1301	Survey to			
1302	Pest inspection to			
1303	Development Fee Dutch Fork Development Group			2 933 00
1304	25% of Net Proceeds Dutch Fork Development Group			14,919 25
1305				
1306				
1307				
1308				
1400	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502 Sections J and K)		2,328 00	25,242 25

I have carefully reviewed th HUD-1 Settlement Stat ment and to the best f my knowledg and bell f it is true and accu ate tat ment of all receipts and disbur ements made on my account by me I this transaction I further certify that I have received copy of the HUD-1 Settlement Statement

Titus T Gibbs — Tersh M Gibbs — SEL Properties LLC

th HUD-1 Settlement Statement which I have prepared is tru and accu at account f this transaction I have caused or will cause th funds and ch s disbursed to accordia ce with th tatement

Dooley Dooley Spence Parke & H pp P A. — Date 10/7/03

WARNING It is a crime knowingly mak fals statements to th United States on this ny other similar form. Penalties pon conviction can i clude fine or impri onment For detail Titl 18 U S. Cod Section 001 nd Section

RESPA HB 4305 2 REV HUD1(3/86)

Rolling Creek
Phase IV

This contract made between Titus P and Tarsha G Hes, 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 13 Block ____, Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---------- ----$ 70,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$ 1,000.00

Balance upon Delivery of Deed as hereinafter provided $ 69,000.00

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 Titus Pond Tarshop Gibbs
And be delivered at the office of To be determined
Or other stipulated place of closing and transaction closed on or before Aug 30th
But not later than Aug 30th, 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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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)

Purchaser Date 7/28/03

Purchaser Date 7/28/03

Address

City State Zip Code

(As to Seller)

Telephone – Home

SEL Properties LLC

By

Its Mgr

Rolling Creek
Phase IV

This contract made between Terry Long 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 Rolling Creek in Richland County State of South Carolina, and being described as follows

Lot 13 Block ____ Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ---- -- ---- -- - - $ 70,000 00
To be paid as follows
Deposit or Reservation Money (Cash__ Check__) -- $ 1,000 00

Balance upon Delivery of Deed as hereinafter provided $ 69,000 00

Seller does hereby reserve the right due to final engineering and survey requirements to certainly 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

5510

Sel 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 Terry Long
And be delivered at the office of To Be decided
Or other stipulated place of closing and transaction closed on or before April 30 2003
But not later than April 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

...er has made a personal on the lot inspection of the lot or waives the right to do s... ...n this contract and acknowledges that the roads which will be inspected durin... ...or by Richland County shall be deeded to Richland County and the water lines and ... ...hall be dedicated to any independent water company or governmental agency

...ract supersedes any and all understandings and agreements between the parties and ... ...the sole and entire agreement between the parties No oral statements o... ...ations whatsoever shall be considered apart hereof This Contract is entered into after ... ...actions neither party relying upon any statement or representation not embodied in ... ...ract made by the other This Contract cannot be altered changed or amended except n... ...ting by the party to by charged

...ller agrees to pay all Real Estate Brokerage Fees to Dutch Fork Realty for Lot Sales as ... ...ained in the Listing Agreement payable at the time of closing

...Buyer ...includes a $3 000 landscaping allowance to a ~~Rolling Creek team builder~~

The purchaser has read the entire contract and understands the terms thereof

In Witness Whereof the undersigned have set their hands and seals

...Signed and Delivered ...Presence of

	Purchaser Date
...(Also Purchaser)	Purchaser Date
...Address	Telephone – Home
...State Zip Code	SEL Properties LLC
...(Also Seller)	By Its

5512

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 2002112472 / 7 LOAN NUMBER
	8 MORTGAGE INS CASE NUMBER NA / OLD MORTGAGE INS CASE NUMBER NA

C NOTE *This form s 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 (2002 2 72 PFD/2003 2 2/)

D NAME AND ADDRESS OF BUYER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
Robert Hold man J Lot 14 Rolling H ills Irmo SC	SEL Propert es LLC	

G PROPERTY LOCATION	H SETTLEMENT AGENT	I SETTLEMENT DATE
Lot 14 Rolling H ills Irmo SC Richland County South Ca olina	Buell J Reeves LLC PLACE OF SETTLEMENT 712 Calhoun St Suite B Columbia SC 29201	November 22 2002

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		70,000 00	401 Contract Sales Price		70 000 00
102 Pe so al Property			402 Perso al Property		
103 Settlement Charges to Buye (Line 1400)		460 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 Cou ty Tax s	to		407 County Taxes	to	
108 As sments	to		408 Assessments	to	
109			409		
110			410		
111			411		
112			412		
120 GROSS AMOUNT DUE FROM BUYER		70 460 00	*420 GROSS AMOUNT DUE TO SELLER*		70 000 00
200 AMOUNTS PAID BY OR IN BEHALF OF BUYER			**500 REDUCTIONS IN AMOUNT DUE TO SELLER**		
201 Deposit o earnest money		1,000 00	501 Excess Deposit (See Instructions)		
202 Principal Amount of New Loan(s)			502 Settlement Charges to Seller (Line 1400)		6,334 00
203 Existing loan(s) taken subject to			503 Existing loan(s) taken subject to		
204			504 Payoff of first Mortgage to South Carolina Bank &		59 600 00
205			505 Payoff of second Mortgage		
206			506 Deposit retained by b oker		1,000 00
207			507		
208			508		
209			509		
Adjustments For Items Unpaid By Seller			*Adjustments Fo Items U pa d By Selle*		
210 City/Town Taxes	to		510 City/Town Tax s	to	
211 Co nty Taxes	to		511 County Taxes	to	
212 Assessme ts	to		512 Assessme ts	to	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220 TOTAL PAID BY/FOR BUYER		1 000 00	*520 TOTAL REDUCTION AMOUNT DUE SELLER*		66 934 00
300 CASH AT SETTLEMENT FROM/TO BUYER			**600 CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Buyer (Line 120)		70 460 00	601 Gross Amount Due To Seller (Line 420)		70 000 00
302 Less Amount Paid By/For Buyer (Line 220)		(1 000 00)	602 Less Reductions Due Seller (Line 520)		(66 934 00)
303 CASH (X FROM) (TO) BUYER		69 460 00	*603 CASH (X TO) (FROM) SELLER*		3 066 00

By signing page 2 f this statement th alg alorties acknowledg receip of completed opy of page 1 of this two page statement.
Substitute orm 1099-S.

SELLER'S AX D SOLICI T ON. THE INFORMATION BLOCKS E, G AND ON LINES 0 406, 07 and 08 S IMPORTANT AX NFORMATION AND IS BEING FURN SHED TO THE NTERNAL REVE UE SERV CE IF OU ARE REQUIRED TO ILE ETURN, A NEGLIGENCE ENALTY O OT ER SANCTION MA BE IMPOSED ON YOU IF THIS ITEM IS REQU RED TO BE EPORTED AND T E IRS DETERMI ES TH T IT HAS NOT BEEN EPORTED YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT TAXPAYER IDENTIFICAT ON UMBER IF OU DO OT ROVIDE E SETTLEMENT AGE WITH OU CORRECT TAXP ER IDENTIFICATION NUMBER, YOU MA BE SUBJECT TO CIVIL OR CRIMINAL ENALTIES IMPOSED BY LAW

For sales or xchanges f ce tai real estate the person responsible fo closing real estate transac must report the real estate proceeds to th Int rnal Revenu Service and must furnish this statement to you d rmin If you have to rep rt the sal or exchange of your main home on your tax re turn se th 2002 Sc hedule D (Form 040) instructions the real estat was pr your main hom epor he transaction on Form 97 Sales of Business Property rm 8252 Installmen Sal Income and/or Schedule D (Form 1040), Capi al Gains and Losses You may hav to recapture (pay back) all part of Federal mortgage subsidy If all the lol owing apply) ou received loan rovided from the proceeds of qualified mortgage bond or you received mortgage proc eeds a, b) our original mortgage loan was provided aft 9/30 and,) ou sold ds posed of your home gai during th first 9 years after yo ceived th Federal mortgage bsidy This will ncr ase your tax See Form 8828 Recapture of Federal Mortgage Subsidy nd Pub. 523 Selling our Home

you have already paid the sal es st tax f the period that includes the sale dat ubtract the amou ts on Lines 406 07 & 08 from the amount al eady paid to determin your deductible real estate ax Bu if you ve already deducted the real estate tax in prior year generally report this amount as income on th Oth Income line f Form 1040. For mor Information se Pub 523

For Paperwork Reduc tion Act Notice, see the 2002 Instructions for Forms 099 1098, 5498, and W G2
Departmen of the T easury Internal Revenue Servic

UNDER PENALTIES OF PERJURY CERT FY THA THE NUMBER SHOWN BELOW ON THIS ST TEMENT S M CORRECT AX ER IDENTIFICATION NUMBER

Seller's Signatu e	Seller Sign ture	Seller Sign tu	Sel Signature
Tax/DSS#	Tax/DSS#:	Tax/DSS#	Tax/DSS#

5526

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S U OS A SETTLEMENT	AID OM SELLER S UNOS SETTLEMENT
700 TOTAL COMMISSION Based on Price	$ 70 000 00 @ 10 0000 % 7 000 00		
D vision of Commi_sion (line 700) as Follows			
701 $ 7 000 00 to Dutch Fork Realty	Less Deposit Retained 1 000 00		
702 $ to			
703 Commission Paid at Settlement			6 000 00
704 to			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee % to			
802 Loa Discou t % to			
803 App aisal Fee to			
804 C ed t Report to			
805 Lender's Inspection Fee to			
806 Mortgage Ins App Fee to			
807 A umption Fee to			
808			
809			
810			
811			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest From to @ $ /day (days /6)			
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 Insu ance	@ $ per		
1002 Mortgage Insurance	@ $ per		
1003 City/Town Taxes	@ $ per		
1004 County Taxes	@ $ per		
1005 Ass ssments	@ $ per		
1006	@ $ per		
1007	@ $ per		
1008	@ $ per		
1100 TITLE CHARGES			
1101 Settlement or Closing Fee	to Buell J Reeves LLC	195 00	
1102 Abst a t or Title Search	to Buell J Reeves, LLC	185 00	
1103 Title Exami ation	to		
1104 Title Insurance Binder	to Buell J Reeves, LLC		
1105 Document P eparation	to Buell J Reeves LLC		75 00
1106 Administ ation Fee	to Buell J Reeves, LLC	65 00	
1107 Attorney's Fees	to		
(Includes above tem numbers)			
1108 Title Insurance	to		
(Includes bo e Item numbers)			
1109 Lender's Coverage	$		
1110 Owner's Coverage	$		
1111			
1112			
1113 Courier Fee			
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $	Mortgage $ Releases $		
1202 City/County Tax/Stamps. Deed	77 00 Deed		77 00
1203 State Tax/Stamps Deed	182 00 D d		182 00
1204 R co ding Fees	to Buell J Reeves, LLC	15 00	
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)		460 00	6,334 00

The unders gned hereby acknowledge eceipt of a completed copy of pages 1&2 of this statement & any attachments referred 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 CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD 1 SETTLEMENT STATEMENT

Buyer Robert Holdem n J

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 THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

Buell J Reeves LLC
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.

5527

(2002 12472 20021 2 72/1)

Rolling Creek
Phase IV

This contract made between Robert Holdeman Sr., 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 14 Block ____, Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 70,000 00
To be paid as follows
Deposit or Reservation Money (Cash___ Check ✓)-----$ 1,000.00
Deposit is refundable to purchaser if they do not purchase the lot.
Balance upon Delivery of Deed as hereinafter provided $ 69,000 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%)~~ 3% 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

DM 9-4-02
RHH 9-18-02

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 Holdeman Sr.
And be delivered at the office of To be decided
Or other stipulated place of closing and transaction closed on or before 30 days after bonding.
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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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

Robert Holdeman Jr. 9-18-02
Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State, Zip Code

SEL Properties LLC

By

(As to Seller)

Its

12/12/02 11 52 AM OMB No 250_ v 6

A U S Department of Housing and Urban Development	B Type of Loan	
	1 [ ] FHA 2 [ ] FMHA 3 [ ] Conv Un ns	
	4 [ ] VA 5 [ ] Conv Ins [X] Other	
	6 File Number 22440	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 agent are shown Items marked (POC) were paid outs de the closing they are shown here for information purposes and are not included in the totals
D Name of Borrower	Karen K Boykin
E Name of Seller	SEL Properties LLC TIN
F Name of Lender	Cash
G P operty Location	Lot 15 Phase 4 Rolling Creek S/D Irmo SC 29063
H Settlement Agent	Montgomery Patterson Potts & Willard L L P (803) 779 3500 TIN 57 1088571
Place of Settlement	1812 Lincoln Street Suite 100 Columbia SC 29201
I Settlement Date	12/12/2002 Proration Date 12/12/2002

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	70 000 00	401 Contract sales price	70 000 00
102	Personal property		402 Personal property	
103	Settlement charges to borrower (line 1400)	770 85	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	Cou ty taxes		407 County taxes	
108	Assessments		408 Assessments	
109			409	
110			410	
111			411	
112			412	
120	G oss amount due from borrower	70 770 85	420 Gross amount due to seller	70 000 00
200	Amounts paid by/for/in behalf of the borrower		500 Reduction 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)	11 336 31
203	Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204			504 Payoff of first mortgage loan	56 000 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	City/town taxes		510 City/town taxes	
211	County taxes		511 County taxes	
212	Assessments		512 Assessments	
213			513	
214			514	
215			515	
216	Landscape Allowance	3 000 00	516 Landscape Allowance	3 000 00
217			517	
218			518	
219			519	
220	Total paid by/for borrower	4 000 00	520 Total reduction in amount due seller	70 336 31
300	Cash at settlement from/to borrower		600 Cash at settlement to/from seller	
301	Gross amount due from borrower (line 120)	70 770 85	601 Gross amount due to seller (line 420)	70 000 00
302	Less amount paid by/for borrower (line 220)	4 000 00	602 Less total reduction in amount due seller(line 520)	70 336 31
303	CASH (X)FROM ()TO BORROWER	66 770 85	603 CASH (X)FROM ()TO SELLER	336 31

SUBSTITUTE FORM 1099 SELLER STATEMENT The formation cont ined In Blocks E, G H and I and on l ne 401 (or f l ne 401 s asterisked lines 403 a d 404) 406 407 a d 08-412 (appl cabl part of buyer's eal e tate ta eportable to the IRS) is importa t tax nf rm to and I bei g f shed t the I ternal R ve Service If you a e requ ed to file a tu a egl gence pe alty or other ction will be mposed on you f tha tem s eq red t be eported d the IRS d l rma es that t has ot been reported

SELLER INSTRUCTION If th s eal estate w yo r principle residence file form 2119 Sale or E change of Principal Res dence for any ga with yo r come tax ret rn f th transactions complete the appl cable parts of form 4797 Form 6252 and/or Schedule D (Form 1040)

ou e eq red by law to p ov de Mo tgomery Patterson Potts & Willard L.L.P (803) 779-3500 with your correct taxpayer dentification number If you do not provide Montgomery Patterson Potts & Willard L L P (803) 779 3500 with your correct taxpayer id tification mbe you may be s bject to c l crim nal pe alties

SEL Properties LLC

12 12 02
Pd on behalf of Buyer by wire transfer
Wire number

L. Settlement Charges		12/12/02 11:52 AM		File Number: 22440	
700	Total sales/brok mmi sio bas d	$70 000 00 @ 10 00%	$7,000 00	Paid From Borr w r	Paid From Sll r
	D v f comm ss on (700) f ow			F ds t	Fund
701	$7 000 00	to D tch Fork Realty		S ttl ment	S ttl
702					
703	Cor m ion pa ttlerne $7 000 00				7 000 00
70					
800	Item p y bl in con ect on with loe				
80	L gina				
	L d				
803	App sal fee				
804	C d t eport				
805	L der p oc fee				
806	Morig ge ppli on fee				
807	A sumption f				
808	Ta S rv F				
809	Flood C tification F				
810	U d rw ting F				
8	E p Mat F				
8 2					
8 3					
814					
815					
8 6					
900	Items required by lende to be paid I dv nce				
901	I ter t from				
902	M g g ra premi m fo				
903	H za d c p m urn f				
904					
905					
1000	R erves deposit d with l nd				
1001	H za d insura				
1002	M rtg g in ra co				
003	C ty p perty ta es				
1004	Co ty prop rty ta				
1005	An l sses mon (maint)				
1006					
1007					
008					
00	Agg g A j tm t				
1100	Title charges				
1101	Settlement or cl g fee				
1 02	Ab tract or titl ch	Professiona Title S rv ces Inc		200 75	
03	Tit xam t				
04	Title ins rance b der	to R versid Tit Agency		75 00	
1 05	Doc me t p ra	t Mo tg mery P tterson P tts & Wi ll rd L L P			25 00
1 06	N tary f es				
1107	Attorney to	M tgomery Pat erso Potts & Will rd L L P		250 00	
	nct above tems				
1108	Titl sura	R rs de Titl Ag cy		200 00	
	lua b m				
1 09	Lend r coverag				
1110	Ow r co g	$70 000 00	$200 00		
1	A ta B E d me				
112					
1113	Homeown rs l fl b E dors m				
1200	Go ernment ecording d transfer ch rges				
1201	Recording fees	Do d $10 10		10 10	
1202	C ty/co ty tax/ tamps				
1203	Stat tax/ tamp	D ed $258 00			2 9 00
1204	Record g S l f on/Release/Ao to R chland Co ty ROD				5 0
205	Record A gnment				
1206	Record plat				
1300	Additional ttlem t ch g				
1 01	Surv y				
1302	P tin p tio				
1303	Dov pment Fee	to Dutch Fork Development			2 93 00
1304	Courier Phone Fa Mail	t Mo tgomery P tt rs P tts & Willard L L P		35 00	
1305	W e f				
1306	Hom b y Warr ty				
1308	P op y T 2000 04-028	t R chland County Tea ur			1 014 21
1309	S wer T p Fee	to R chland Co nty T easu	POCS 2200 00		
1400	Total tl m t h ges (d on ll 03 b J and 502 sectio K)			770 85	336 31

CERTIF C TION have caref l revi wed th UD Setti ment St tement d t the best f my knowledg nd belief i tru an ur te of All ng bu sam mad on m account by m thi ar sa on furth cer fy ha I ha ca ved a copy of HUD-1 S tlemen t Sta m

Ka e K Boyk

SEL P p rties LLC

th be t of knowledg HUD-1 Settlemen S m nt which I h ve pr p d rue and accura accou of th funds which wer cei ed id bee wil b urs by th ders gn ed as part of this ement of the tr ction.

Montgomery P rson P tts & W ard L L P

12/12/02

Da

SELLER S AND/OR PU CHASER S STATEMENT Seller ad P rcha er sig ur hereon cknowledge h st pprova f tax prora and gr fi rei un anding tha prora ns wer bas d on tax for th preceding y ar estimat for the curren y nd in th ol of y ch ng for the cu ent y ar all ecu ry adj tment m be mad b twe S er nd Pu chaser I kew y d f ll delinq ent taxes will be emburs d T Compa y, by he Sel T Company ts copo y Escrow Age I and has bee auth rized to depo t ll funds rece ves in th tra sactio in any f an st ut on er fil ed or not S h fin in on m ovide T Comp y ma er ccou ing nd outl ervic s directly o through a para ent ty wh ch d lt d w h T Comp y may charge th f nc al bl leo sonabl an pa pe compensat ur ther f e nd sta ny profits ther f m A es ow lee paid y y p rty of co r th nsac on sha ally be lo cher/with g emp the compute bl not f or said ccounting nd dd ervic Title Compa y h l ot be ab for y er st he cha ges mast ion y and ha under d ty to ves or earnest funds held by t y time Sellers and P rchasers hereb know edg an sev to th sposal of th scrow mon y f na cial in w h wh ch Title Compa y may have er banking f onship nd furth co sen lo ion T Comp ny and/ ffi at l y d I ben fi d g d antageous ra as oan) Compa y and/o ff m y aces om ch f na al on y son of th na l iso crow ou

Purch sers/Borro rs

Kar K B yun

Sellers

SEL Propers LLC

W G me k w ng y ak fal ta m t t h U lt d Sta y e the simila orm P na po on lic lo l d

Rolling Creek
Phase IV

This contract made between KAREN K BOYKIN, 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 15 Block ____, Phase 4, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 70,000
To be paid as follows
Deposit or Reservation Money (Cash___Check ✓)----$ 1,000

Balance upon Delivery of Deed as hereinafter provided $ 69,000

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%) 3% 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 KAREN K BOYKIN
And be delivered at the office of TBA
Or other stipulated place of closing and transaction closed on or before Dec 15th 2002
But not later than 12-31, 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 11-16-02

Lot sales price includes a landscaping allowance to a Rolling Creek team builder Seller to provide buyer a Sewer tap from Richland County (Value of $2,200).

The purchaser has read the entire contract and understands the terms thereof 11-6-02

In Witness Whereof, the undersigned have set their hands and seals

Signed Sealed and Delivered
In the Presence of

Mendel Boykin

(As to Purchaser)

Address

City, State, Zip Code

(As to Seller)

Karen K. Boykin 11-6-02
Purchaser Date

Purchaser Date

803-749-2645
Telephone - Home

SEL Properties, LLC

By

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. 4 ☐ VA 5 ☐ Conv Ins	6 File Number 16RCDB	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 South Carolina 29212
G PROPERTY LOCATION Dutchford Creek Trail 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 10/6/2003 6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212

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	70,000.00	401 Contract sales price	70,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	772.00	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 o	
120 GROSS AMOUNT DUE FROM BORROWER ▶	70 772 00	420 GROSS AMOUNT DUE TO SELLER ▶	70 000 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)	10,267.00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Construction Loan $340,000.00		504 Payoff of first mortgage loan	
205 Lot Advance	70,000.00	505 Payoff of second mortgage loan	
206 Principal amount of seller financing		506 Principal amount of seller financing	
207		507	
208		508	
209 Landscaping Allowance	3,000.00	509 Landscaping Allowance	3,000.00
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 1/1/2003 to 10/6/2003	1,085.34	511 County taxes 1/1/2003 to 10/6/2003	1,085.34
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 ▶	74 085.34	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	14,352.34
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	70,772.00	601 Gross amount due to seller (line 420)	70,000.00
302 Less amounts paid by/for borrower (line 220)	74,085 34	602 Less reductions in amount due seller (line 520)	14,352 34
303 CASH ☐ From ☒ To BORROWER ▶	3,313.34	603 CASH ☒ To ☐ From SELLER ▶	55 647 66

4867

©1999 Dimple Systems Inc. (843) 62 553 Lancaster SC

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

L Settlem t Charges		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER S COM. based on price 70,000.00 @ 10.00 % = 7,000.00			
Division of Commission (line 700) as follows:			
701. 7,000.00	to Dutch Fork Realty		
702.	to		
703. Commission paid at Settlement			7,000.00
704	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee 2.00 %	to Arthur L. Whigham $6,800.00	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 Ad a ce			
901. Interest from 10/6/2003 to 11/1/2003 @ /day for 26 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 St. Andrews Abstract Co.	110.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to Hanson Law Firm, P.A.		75.00
1106. Notary fees	to		
1107. Attorney s fees	to Hanson Law Firm, P.A.	275.00	
(includes above items numbers:		[redacted]	
1108. Title insurance	to St. Andrews Title Insurance Co.	365.00	[redacted]
(includes above items numbers:		[redacted]	
1109. Lender s Coverage	INS AMT. 340,000.00	[redacted]	
1110. Owner's Coverage	INS AMT.	[redacted]	
1110a			
1111.	to		
1112.	to		
1113	to		
1200 Go ernment Recording and Transfer Charges			
1201. Recording Fees: Deed $10.00; L Mortgage(s) $12.00; S Mortgage(s) ; Releases		22.00	
1202. City/county tax/stamps: Deed $77.00; L Mortgage(s) ; S Mortgage(s)			77.00
1203. State tax/stamps: Deed $182.00; L Mortgage(s) ; S Mortgage(s)			182.00
1204			
1205			
1300 Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		
1305. Development Fee	to Dutch Fork Development Group		2,933.00
1306	to		
1307.	to		
1308	to		4868
1309	to		
1400 Total Settlement Charges (enter on lines 103 Sect on J a d 502 SectionK)		772.00	10,267 00

CERTIFICATION

I ha e 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 10/6/2003

SEL Properties, LLC

David W Blackmon d/b/a Blackmon — Borrower — By: [signature] — Seller

Borrower — By: [signature] — Seller

The HUD 1 Settlement Statement wh ch I ha e prepared is a true and accurate account of this transaction I have caused the funds to be disbursed in accord ance with this statement

HANSON LAW FIRM P A

Kenneth C Hanson Settlement Agent — 10/6/2003 Date

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

16RCDB

Rolling Creek
Phase IV

This contract made between Blackmon Construction & Co 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 Rolling Creek in Richland County State of South Carolina, and being described as follows

Lot 16 Block ____ Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is -- --- -- -- -- $ 70,000.00
To be paid as follows
Deposit or Reservation Money (Cash___Check___) $ _____

Balance upon Delivery of Deed as hereinafter provided $ 70,000.00

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 the 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

750-0203

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 Cola FAC.
And be delivered at the office of Key Hanson
Or other stipulated place of closing and transaction closed on or before Oct 5th 2003
But not later than Oct 5th 2006, 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 p rsuant 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 ad stment by Purchaser and/or Seller when the current ears 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 Selle to Purchaser In the event Seller fails to pay such sum to Purchaser then Seller will be responsible fo 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 inc uding recovering reasonable attorneys fees and cost

No officer agen 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 an if made may not be relied upon by Purchaser or any other person as being made by Seller

The lot is sold S 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 disclai ned by Seller

The Seller its su cessor 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 Developmei t Plan is conceptual in nature and subject to change at any time at Sellers sole discretion withc t notice to Purchaser

Should any pro ion of this Contract be void or become unenforceable by law or in equity the remaining provi ions shall remain in full force and effect and shall not in any manner be affected or impaired ther by

Any assignment ithout Seller s written consent shall be null and ineffectual

The purchaser is made a personal on the lot inspection of the lot or waives the right to do so or to signin this contract and acknowledges that the roads which will be inspected during construction b Richland County shall be deeded to Richland County and the water lines and sewer system will 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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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

9/23/03

Purchaser Date

(As to Purchaser)

Purchaser Date

Address

Telephone – Home

City State Zip Code

SEL Properties LLC

By

(As to Seller)

Its

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained Blackmon Construction of Cata (herein called OWNER) and Dutch Fork Realty LLC (herein called BROKER/LISTING FIRM) agree as follows For the period of time beginning on 6-20 20 05 and ending at midnight on 6-20-2006 20 ____ Owner hereby grants to Broker the sole and exclusive right to sell the real property known as 202 Dutch Fork Crossing 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 Said property is hereby listed to sell for the gross sale price of $ 481,000 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 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 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 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

D 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 **Internet yes** ✓ **no** ____ (initial on)

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 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 Owner here by authorizes anyone having a lien against the property to di close 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 shelves unless otherwise agreed herein Personal property to be transferred to the Buyer at no extra cost is as follows

I 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 ____

J EXECUTED PPOPERTY DISCLOSURE FORM as required by SC Code of Laws as amended section 27 50 10 et seq must accompany this listing (if applicable)

K INSPECTION Owner agrees to make property available for the inspections by Broker his agents subagents buyer/broker and prospective pur chasers 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 authorizes Broker the right to display For Sale sign on the property and remove all other signs All signage placed on the listed 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 both 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 Relationships in Real Estate DWB Seller acknowledges that after entering into this written agency contract Agent might request a modification 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 DWB 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** DWB Permission to act as a **designated agent** will not be considered DWB Permission 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** DWB

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 that 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 not 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 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 6/20/05
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 1/05

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 17DBRC4	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 South Carolina 29212
G PROPERTY LOCATION 17 Dutchford Creek Trail Irmo SC 29063

Lot 17 Ph 4 Dutchford Creek Trail 5-5-03

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 3/12/2003

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	70,000.00	401 Contract sales price	70,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	717.00	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 ▶	70 717 00	420 GROSS AMOUNT DUE TO SELLER ▶	70 000 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)	10,302.00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Construction Loan $285,000 00		504 Payoff of first mortgage loan South Carolina Bank & Trust, N.A.	40,000.00
205 Lot Advance	70,000.00	505 Payoff of second mortgage loan	See seller's books
206 Principal amount of seller financing		506 Principal amount of seller financing	
207.		507.	
208 Landscaping Allowance	3,000.00	508 Landscaping Allowance	3,000.00
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 1/1/2003 to 3/12/2003	273.29	511 County taxes 1/1/2003 to 3/12/2003	273.29
212 Assessments to		512 Assessments to	
213. to		513. Sit dev to Ph 4	1245 70
214. to		514. Intra S to Ph 4	18760 37
215. to		515. Lot cost to	26156 37
216. to		516. to	
217. to		517. to	
218. to		518. to	3549
219 to		519 to	
220 TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	73 273.29	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	53,575 29
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	70,717 00	601 Gross amount due to seller (line 420)	70,000 00
302 Less amounts paid by/for borrower (line 220)	73,273 29	602 Less reductions in amount due seller (line 520)	53,575 29

16 424-71

L. Settlement Charges				
700. TOTAL SALES/BROKER'S COM. based on price 70,000.00 @ 10.00 % = 7,000.00			Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows.				
701. 7,000.00	to			
702.	to			
703. Commission paid at Settlement				7,000.00
704	to			
800 Items Payable In Connection With Loan				
801. Loan Origination Fee 2.00 %	to	Arthur L. Whigham $5,700.00	*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 3/12/2003 to 4/1/2003 @ /day for 20 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			
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 Co.	310.00	
(includes above items numbers.				
1109. Lender's Coverage:		INS AMT. 285,000.00		
1110. Owner's Coverage:		INS AMT.		
1110a				
1111.	to			
1112 Deed and Partial Release Preparation	to	Hanson Law Firm, P.A		100.00
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 $77.00; L Mortgage(s) , S Mortgage(s)				77.00
1203. State tax/stamps. Deed $182.00, L Mortgage(s) , S Mortgage(s)				182.00
1204				
1205				
1300 Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Roof Inspection	to			3550
1304.	to			
1305.	to			
1306. Development Fee	to	Dutch Fork Development Group		2,933.00
1307.	to			
1308	to			
1309	to			
1400 Total Settlement Charges (enter on lines 103 Section J and 502 SectionK) ▶			717.00	10,302.00

CERTIFICATION DATE 3/12/2003

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.

SEL Properties, LLC

Rolling Creek
Phase IV

This contract made between Bruce and Heidi K Chen 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 Rolling Creek in Richland County State of South Carolina, and being described as follows

Lot 17 Block ____ Phase IV 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 68,000 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$_____

Balance upon Delivery of Deed as hereinafter provided $ 68,000 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 3% 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

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 shall be prepared in the name of Bruce and Meredith Chen and delivered at the office of To be determined or such stipulated place of closing and transaction closed on or before 2 6 25 2003 but no later than 2 5 25 2003, ~~2002~~ as extended for events or occurrences beyond Seller's control such as acts of God casualty losses or material shortages

Current taxes (if any) taxes and interest will be prorated as of the date of the delivery of the Deed

The proration pursuant to this Contract will be based on taxes of records on the date of closing and 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 the event of pro rating taxes at closing, Seller may elect to defer proration of taxes until receipt of Seller'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 calculation 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 law including recovering reasonable attorneys fees and cost

No 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 authorized 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

Seller or 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 sections 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 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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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 2/10/03
Date

(As to Purchaser)

Purchaser 2/10/03
Date

Address

Telephone – Home

City State, Zip Code

SEL Properties LLC

(As to Seller)

By _____

Its _____

REALTOR®

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement, entered into on this 10 day of Feb. 19 2003 between

Buyer(s) Bruce K and Meredith K. Chen (hereinafter called **BUYER**) and

Seller(s), Blackmon Construction of Cola (hereinafter called **SELLER**")

Deeded to Bruce K. and Meredith K. Chen

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 17 Block ____ Section IV Subdivision Rolling Creek

Address 114 Dutch Fork Creek Trail

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 plans and specifications

(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 $355,990.00 less $20,000.00 earnest money this date paid Paid by [ ] cash [X] check, [ ] other ____ Herewith which shall be held in trust by Blackmon Construction of Cola as Escrow Agent Less $ ____ additional earnest money if any due on or before ____ 19 ____

5 **FINANCING** Less $ N/A Financing to be obtained by [X] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Fixed Rate [ ] Adjustable Rate [ ] Graduated Payment, [ ] Other Terms ____ $335,990.00 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 N/A (Lender) within N/A 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 determined or stipulated place of closing, and transaction closed on or before Aug 20 19 2003

8 **CLOSING COSTS** If a new loan is obtained allowable non recurring Closing Cost to be paid by the Buyer

9 **DISCOUNT POINTS** Discount Points of not more than ____ % 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 Buyer [ ] will be [ ] will not be added to loan

BC BUYER, MMC BUYER, DMC SELLER, ____ SELLER HAVE READ THIS PAGE

10 **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 $ Builders Warranty Plan

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 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	See attached plans and specifications	
	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		
	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)		$_____

[BC] BUYER [AW] BUYER, [Dwj] SELLER, [___] SELLER HAVE READ THIS PAGE

11	Ceiling Fan(s)	$_____
12	Landscaping to include trees and shrubs	$_____
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 2/10/03 Time 7 15 pm

WITNESS _____ Date _____ Time _____

BUYER _____ Date 2/10/03 Time 7 15pm

WITNESS _____ Date _____ Time _____

SELLER _____ Date 2 10 03 Time 7 15

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®

© 1996 South Carolina Association of REALTORS® 11/96

Statement

U.S. Department of Housing and Urban Development

COPY

OMB No. 2502-0265

☐ Conv Unins. / ☐ Conv Ins	6 File Number ROL18MCL	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: George Weeks McLaughlin

ADDRESS OF BORROWER:

E. NAME OF SELLER: SEL Properties LLC

ADDRESS OF SELLER:

F. NAME OF LENDER: Carolina First Bank

ADDRESS OF LENDER: 240 E of M[illegible] Street P[illegible] [illegible]olina 29730

Lot 18 IV

G. PROPERTY LOCATION: 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: 6/24/2003

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. Contract sales price	67,000.00	401. Contract sales price	67,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	5,652.50	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. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120. GROSS AMOUNT DUE FROM BORROWER ▶	72,652.50	420. GROSS AMOUNT DUE TO SELLER ▶	67,000.00
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)	322.90
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Const/Perm Loan $320,000.00		504. Payoff of first mortgage loan	
205. Lot Advance	26,000.00	505. Payoff of second mortgage loan	
206. Principal amount of seller financing		506. Principal amount of seller financing	
207.		507.	
208. Landscaping Allowance	3,000.00	508. Landscaping Allowance	3,000.00
209. Draw from Equity Line	40,000.00	509.	
209a		509a	
209b		509b. Deposit Directly to Seller	1,000.00
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 1/1/2003 to 6/24/2003	650.71	511. County taxes 1/1/2003 to 6/24/2003	650.71
212. Assessments to		512. Assessments to	
213. to		513. to	
214. to		514. Site dev DCA to Ph 4 +	700425
215. to		515. Instln cost DCA to Ph 4 +	18760 67
216. to		516. Lot cost COGS to -	26019 62
217. to		517. to	
218. to		518. to	
219 to		519 to	
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER ▶	70,650.71	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	4,973.61
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	72,652.50	601. Gross amount due to seller (line 420)	67,000.00
302. Less amounts paid by/for borrower (line 220)	70,650.71	602. Less reductions in amount due seller (line 520)	4,973.61
303. CASH ☒ From ☐ To BORROWER ▶	2,001.79	603. CASH ☒ To ☐ From SELLER ▶	62,026.39

3551

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 67,000.00 @ 10.00 % =			
Division of Commission (line 700) as follows:			
701.	to Dutch Fork Realty		
702.	to		POC
703. Commission paid at Settlement	to		
704.			
800 Items Payable In Connection With Loan			
801. Loan Origination Fee 1.00 %	to Carolina First Bank	3,200.00	
802. Loan Discount %	to		
803. Appraisal Fee	to SRAS	325.00	
804. Credit Report	to Credco	15.00	
805. Lender's Inspection Fee	to Carolina First Bank	250.00	
806. Mortgage Insurance Application Fee	to		
807. Courier Fee	to UPS	40.00	
808. Flood Certification Fee	to Fidelity National	24.50	
809. Underwriting Fee	to Carolina First Bank	275.00	
810. Tax Service Fee	to Carolina First Bank	69.00	
811. Modification Fee	to Carolina First Bank	100.00	
812.	to		
813.	to		
814.	to		
815.	to		
900 Items Required By Lender To Be Paid In Advance			
901. Interest from 6/24/2003 to 7/1/2003 @ /day	for 7 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.		75.00
1106. Notary fees	to		
1107. Attorney's fees	to Hanson Law Firm, P.A.	475.00	
(includes above items numbers:			
1108. Title insurance	to St. Andrews Title Insurance Co.	735.00	
(includes above items numbers:			
1109. Lender's Coverage:	INS AMT. 320,000.00		
1110. Owner's Coverage:	INS AMT. 320,000.00		
1110a			
1111.	to		
1112.	to		
1113.	to		
1200 Government Recording and Transfer Charges			
1201. Recording Fees: Deed $10.00; L Mortgage(s) $24.00, S Mortgage(s) , Releases		34.00	
1202. City/county tax/stamps. Deed $73.70, L-Mortgage(s) , S-Mortgage(s)			73.70
1203. State tax/stamps. Deed $174.20, L Mortgage(s) , S-Mortgage(s)			174.20
1204.			
1205.			
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		
1305. Development Fee	to Dutch Fork Development Group		P.O.C.
1306. Additional Development Fee	to Dutch Fork Development Group		P.O.C.
1307.	to		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103 Section J and 502, SectionK) ▶		5,652.50	322.90

CERTIFICATION

DATE 6/24/2003

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.

George Weeks/Mel Laughlin — Borrower

SEL Properties, LLC
By: — 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.

Kenneth C. Hanson — HANSON LAW FIRM, P.A.
Settlement Agent — 6/24/2003 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 Section 1001 and Section 1010.

HUD-1 (3/86)

Rolling Creek
Phase IV

This contract made between George W and Lucie P. McLaughlin, 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 18 Block ____, Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 67,000 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___)-----$ 1,000 00

Balance upon Delivery of Deed as hereinafter provided $ 66,000 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

s to convey by insurable fee simple title and deliver a proper statutory general
d free of encumbrances except as herein stated with all stamps affixed thereto The
prepared in the name of George W and Lyric P McLoughlin
ed at the office of To be determined
d place of closing and transaction closed on or before March 19 2003
th in March 31st 2003, 2002 as extended for events or occurrences
Seller's control such as acts of God casualty losses or material shortages

s (if any) taxes and interest will be prorated as of the date of the delivery of the

s pursuant to this Contract will be based on taxes of records on the date of closing
or decrease to taxes will be subject to an adjustment by Purchaser and or Seller
ent years taxes are determined

ating taxes at closing Seller may elect to defer proration of taxes until receipt of
s property tax notice Upon such receipt Seller will present to Purchaser a copy of
(or in the event the subject property is taxed as part of a larger parcel then a copy of
calculation of that portion of the total bill allocated to subject lot based solely on
total acreage to the equal to Seller's prorata share of the taxes as set out in such
Seller to Purchaser In the event Seller fails to pay such sum to Purchaser then
be responsible for all costs of collection including reasonable attorneys fees

agreed that upon the default or failure on the part of the Purchaser to comply with
conditions of the Contract then the said deposit shall at the option of the Seller be
as liquidated damages or Seller may seek other remedies available to him under the
including recovering reasonable attorneys fees and cost

nt or employee of the Seller nor any other person has been authorized to make
ons regarding the terms of Purchaser's purchase of the lot other than those made in
made may not be relied upon by Purchaser or any other person s being

s sold "AS IS" and the Seller makes no warranty as to merchantability or fitness for a
purpose as same applied to the lot and any implied warranty relating thereto Hereby
disclaimed by Seller

Seller its successor and assigns or any persons owning adjoining property may at their sole
option phase the development of the community into more than one phase or in segment
with no guarantee to Purchaser that subsequent phases will be developed

Development Plan is conceptual in nature and subject to change at any time at Seller's sole
discretion without notice to Purchaser

should any part of this Contract be void or become unenforceable by law or in equity the
provisions shall remain in full force and effect and shall not in any manner be affected
thereby

assignment without Seller's written consent shall be null and ineffectual

2

REALTOR®

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement, entered into on this 8 day of April 19 2003 between

Buyer(s) George W. and Lucie P. McLaughlin (hereinafter called **BUYER**) and

Seller(s) Blackmon Construction of Columbia (hereinafter called **SELLER**)

Deeded to Lucie P. McLaughlin

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 18 Block _____ Section Pt. IV Subdivision 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 plans and 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 $ 286,382.00 less $ 10,000.00 earnest money this date paid Paid by [ ] cash [ ] check [ ] other _____ Herewith which shall be held in trust by Blackmon Construction of Col as Escrow Agent Less $ _____ additional earnest money if any due on or before _____

5 **FINANCING** Less $ _____ Financing to be obtained by [ ] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Fixed Rate [ ] Adjustable Rate [ ] Graduated Payment, [ ] Other Terms _____ $ 276,382.00 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 _____ (Lender) within _____ 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 Bill McSorley or stipulated place of closing and transaction closed on or before Oct. 8th 19 2003

8 **CLOSING COSTS** If a new loan is obtained allowable non recurring Closing Cost to be paid by the Buyer

9 **DISCOUNT POINTS** Discount Points of not more than _____ % to be paid by the Buyer Prepaid items to be paid by the Buyer PMI FHA MIP or VA Funding Fee by the _____ VA Funding Fee/FHA MIP or _____ [ ] will be [ ] will not be added to loan

|__| BUYER |__| BUYER |__| SELLER |__| SELLER HAVE READ THIS PAGE

DWM GPM

0003208

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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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 2/18/03

Purchaser Date 2/18/03

Telephone – Home

SEL Properties LLC

By

Its

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	$_____ 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	
	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)	$_____

See attached specs.

|___| BUYER |___| BUYER |___| SELLER |___| SELLER HAVE READ THIS PAGE

Dmt Lpm

11	Ceiling Fan(s)	See attached specs	$
12	Landscaping to include trees and shrubs		$
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 4/6/03 Time _____

WITNESS _____ Date 4-8-03 Time _____

BUYER _____ Date 4-8-03 Time _____

WITNESS _____ Date 4-8-03 Time _____

SELLER _____ Date 4 8 03 Time _____

WITNESS _____ Date 4 8 03 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®

© 1996 South Carolina Association of REALTORS® 11/96

fpm

0003210

A Settlement Statement

U S Department of Housing and Urban Development

OMB No 2507 0265

B Type of Loan			
1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv Unins. 4 ☐ VA 5 ☐ Conv Ins	6 File Number 19ROLLIN	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 th tot ils

D NAME OF BORROWER	DUTCH FORK DEVELOPMENT GROUP II LLC
ADDRESS OF BORROWER	120 WILLOW CREEK DRIVE Irmo SC 29063
E NAME OF SELLER	SEL PROPERTIES LLC
ADDRESS OF SELLER	1105 PULASKI STREET Columbia SC 29201
F NAME OF LENDER	WACHOVIA BANK N A
ADDRESS OF LENDER	816 GREENBRIER CIRCLE STE G CHESAPEAKE VA 23320
G PROPERTY LOCATION	LOT 19 ROLLING CREEK, PHASE IV 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	6156 ST ANDREWS ROAD SUITE 101 COLUMBIA SC 29212 1/28/2003

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	65,000.00	401 Contract sales price	65,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	2,532.00	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 ▶	67 532 00	420 GROSS AMOUNT DUE TO SELLER ▶	65 000 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)	9,783.50
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 LOT & CLOS. COST DISBURSEMENT	66,500.00	504 Payoff of first mortgage loan S.C. BANK & TRUST	52,000.00
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 1/1/2003 to 1/28/2003	81.37	511 County taxes 1/1/2003 to 1/28/2003	81.37
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 ▶	66,581 37	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	61 864 87
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	67,532.00	601 Gross amount due to seller (line 420)	65,000 00
302 Less amounts paid by/for borrower (line 220)	66,581 37	602 Less reductions in amount due seller (line 520)	61 864 87
303 CASH ☒ From ☐ To BORROWER ▶	950 63	603 CASH ☒ To ☐ From SELLER ▶	3 135 13

Pd by Chk m
-to be reimbursed

©2000 DisplaySystems, Inc (863) 763-5555 Lake Geneva rd

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

PAGE

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 65,000.00 @ 10.00 % = 6,500.00			
Division of Commission (line 700) as follows:			
701. 6,500.00	to DUTCH FORK REALTY		
702.	to		
703. Commission paid at Settlement			6,500.00
704	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee %	to WACHOVIA BANK N.A.	1,500.00	
802. Loan Discount %	to		
803. Appraisal Fee	to MANSFIELD SIMMONS	225.00	
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807. FLOOD CERTIFICATION	to WACHOVIA BANK N.A.	14.00	
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 1/28/2003 to 2/1/2003 @ /day for 4 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.	165.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to HANSON LAW FIRM, P.A.	275.00	
(includes above items numbers:		[illegible]	
1108. Title insurance	to ST. ANDREWS TITLE INSURANCE	325.00	
(includes above items numbers:		[illegible]	
1109. Lender's Coverage	INS AMT. 300,000.00	[illegible]	
1110. Owner's Coverage	INS AMT.	[illegible]	
1110a			
1111. DEED & PARTIAL RELEASE PREP	to HANSON LAW FIRM, P.A.		100.00
1112	to		
1113	to		
1200 Government Recording and Transfer Charges			
1201. Recording Fees. Deed $10.00, L Mortgage(s) $18.00, S Mortgage(s) , Releases $10.00		28.00	10.00
1202. City/county tax/stamps. Deed $71.50, L Mortgage(s) , S Mortgage(s)			71.50
1203. State tax/stamps. Deed $169.00, L Mortgage(s) , S Mortgage(s)			169.00
1204			
1205			
1300 Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304. DEVELOPMENT FEE	to DUTCH FORK DEVELOPMENT GROUP		2,933.00
1305.	to		
1306.	to		
1307.	to		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103 Section J and 502 SectionK) ▶		2 532 00	9 783 50

CERTIFICATION DATE 1/28/2003

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

DUTCH FORK DEVELOPMENT GROUP II LLC

By: _____ Borrower

By: _____ Borrower

SEL PROPERTIES LLC

By: _____ Seller

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

1/28/2003 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 Section 1001 and Section 1010

19ROI LIN

Rolling Creek
Phase IV

This contract made between Dutch Fork Development Group, 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 Rolling Creek, in Richland County State of South Carolina and being described as follows

Lot 19 Block _____, Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is --- ---------- -- $ 65,000 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___) -- $ —

Balance upon Delivery of Deed as hereinafter provided $ 65,000.00

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 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 Duth Fork Development Group II and be delivered at the office of Ken Hanson at the stipulated place of closing and transaction closed on or before Jan 30 2003, but not later than Jan 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

The proration pursuant to this Contract will be based on taxes of records on the date of closing and 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 the event of pro rating taxes at closing, Seller may elect to defer proration of taxes until receipt of the current year's property tax notice Upon such receipt, Seller will present to Purchaser a copy of the tax notice for in the event the subject property is taxed as part of a larger parcel then a copy of the tax 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 office 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

No 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

Dutch Fork Development Group II, LLC
Purchaser Date

(As to Purchaser)

12/27/02
Purchaser Date

Address

Telephone - Home

City State Zip Code

SEL Properties I LC

(As to Seller)

By Glen Elmore

Its Mgr

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A EMPLOYMENT In consideration of the covenants herein contained _____ (herein called OWNER') and Dutch Fork Realty LLC (herein called "BROKER") agree as follows For the period of time beginning on 2-17-03 19__ and ending at midnight on 2-17-05 19__ Owner hereby grants to Broker the sole and exclusive right to sell the real property known as 104 Dutch Fork Trail _____ 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 $ 399,000.00 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 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 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 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
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 1/98

A Settlement Statement

U S Department of Housing and Urban Development

OMB N 2502 0265

B Type of Loan

1 ☐ FHA 2 ☐ FmHA 3 ☐ Conv Unins. 4 ☐ VA 5 ☐ Con Ins	6 File N mber 20RCDWB	7 Loan Number	8 Mortgage Insurance Case Number

C NOTE Th s form is furn shed to give you a statement of actual settlement costs Amou ts pa d to d by the settleme t age t c sl own Items marked (p o c) were paid outside the closing th y are shown here for informational purposes and are not cluded 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 Propert es LLC

ADDRESS OF SELLER

F NAME OF LENDER Arthur L Whigham

ADDRESS OF LENDER 618 Coldstream Drive Columbia, South Carolina 29212

G PROPERTY LOCATION Lot 20 Rolling Creek Phase IV 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 2/13/2003

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	70,000.00	401 Contract sales price	70,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	707.00	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 ▶	70 707 00	420 GROSS AMOUNT DUE TO SELLER ▶	70 000 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)	10,302.00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Construction Loan $274,690.00		504 Payoff of first mortgage loan South Carolina Bank & Trust, N A	40,000.00
205 Lot Advance	70,000.00	505 Payoff of second mortgage loan	
206 Principal amount of seller financing		506 Principal amount of seller financing	
207		507	
208 Landscaping Allowance	3,000.00	508 Landscaping Allowance	3,000.00
209		509	
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments fo items unpaid by selle	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 1/1/2003 to 2/13/2003	167.83	511 County taxes 1/1/2003 to 2/13/2003	167.83
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 ▶	73 167.83	520 TOTAL REDUCTIONS IN AMOUNT DUE SELLER ▶	53 469 83
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower (line 120)	70,707.00	601 Gross amount due to seller (line 420)	70,000.00
302 Less nounts paid by/for borrower (line 220)	73,167 83	602 Less reductions in amo nt due seller (line 520)	53,469 83
303 CASH ☐ From ☒ To BORROWER ▶	2 460.83	603 CASH ☒ To ☐ From SELLER ▶	16 530 17

5600

©200 5 a. (1783 5 5 Law reports ed

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 70,000.00 @ 10.00 % = 7,000.00			
Division of Commission (line 700) as follows:			
701. 7,000.00	to Dutch Fork Realty		
702.	to		
703. Commission paid at Settlement			7,000.00
704.	to		
800 Items Payable In Connection With Loan			
801. Loan Origination Fee 2.00 %	to Arthur L. Whigham $5,493.80	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 2/13/2003 to 3/1/2003 @ /day for 16 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 S. Andrews Abstract Co.	110.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
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 Co.	300.00	
(includes above items numbers:			
1109. Lender's Coverage	INS AMT. 274,690.00		
1110. Owner's Coverage	INS AMT.		
1110a			
1111.	to		
1112 Deed and Partial release Preparation	to Hanson Law Firm, P.A.		00.00
1113.	to		
1200 Government Recording and Transfer Charges			
1201. Recording Fees: Deed $10.00; 1 Mortgage(s) $12.00; 5 Mortgage(s) ; Releases $10.00		22.00	10.00
1202. City/county tax/stamps: Deed $77.00; 1 Mortgage(s) ; 5 Mortgage(s)			77.00
1203. State tax/stamps: Deed $182.00; 1 Mortgage(s) ; 5 Mortgage(s)			182.00
1204			
1205.			
1300 Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		
1305.	to		
1306. Development Fee	to Dutch Fork Development Group	5601	2,933.00
1307.	to		
1308	to		
1309	to		
1400 Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		707.00	10,302.00

CERTIFICATION DATE 2/13/2003

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.

SEL Properties LLC

David W. Blackmon d/b/a Blackmon — Borrower

By: [signature] — 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.

Kenneth C. Hanson — Settlement Agent — 2/13/2003 — 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 Section 1001 and Section 1010.

20RCDWH

Rolling Creek
Phase IV

This contract made between Blackmon Construction of Columbia 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 Rolling Creek, in Richland County, State of South Carolina, and being described as follows

Lot 20 Block ____, Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 65,000
To be paid as follows
Deposit or Reservation Money (Cash___Check___)----$ 1000

Balance upon Delivery of Deed as hereinafter provided $ 64,000

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 Blackmon Construction of Columbia
And be delivered at the office of Ken Hanson
Or other stipulated place of closing and transaction closed on or before 30 days after Bond
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

Lot sales price includes a $3 000 landscaping allowance to a Rolling Creek team builder

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 8-21-02
(As to Purchaser)	Purchaser Date
Address	Telephone – Home
City, State, Zip Code	SEL Properties LLC
(As to Seller)	By Its

Rolling Creek
Phase IV

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 Rolling Creek, in Richland County State of South Carolina, and being described as follows

Lot 20 Block ____, Phase IV, 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 Rolling Creek Subdivision and any amendments thereto which have been provided to Purchaser receipt of which is hereby acknowledged

The Purchase Price is ----------$ 70,000 00
To be paid as follows
Deposit or Reservation Money (Cash___Check___) --- $ ——

Balance upon Delivery of Deed as hereinafter provided $ 70,000.00

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 Cola,
And be delivered at the office of Lee Hanson
Or other stipulated place of closing and transaction closed on or before Feb 15 2003,
But not later than Feb 15 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

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 LOGEMAN-DM 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 (LOGEMAN-DM.PFD/LOGEMAN-DM/6)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
David M Logeman and Karen K Logeman Irmo SC 29063	David W Blackmon and d/b/a Blackmon Construction	Bank of America N A. 200 S College Street Charlotte NC 28255-0001

G PROPERTY LOCATION	H SETTLEMENT AGENT 57 1126661 Riley Pope & Laney LLC PLACE OF SETTLEMENT Post Office Box 11412 Columbia SC 29211	I SETTLEMENT DATE
Irmo SC 29063 Richland County South Carolina		August 12 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	313,441 00	401 Contract Sales Price	313 441 00
102 Personal Property		402 Personal Property	
103 Settlement Charges to Borrower (Line 1400)	6 902 31	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	320 343 31	*420 GROSS AMOUNT DUE TO SELLER*	313 441 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)	250 752 00	502 Settlement Charges to Seller (Line 1400)	14,966 41
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204 Lender Pd Closing Cost Credit	200 00	504 Payoff of first Mortgage to Arthur L Whigham	276 079 99
205		505 Payoff of second Mortgage	
206		506 Deposit retained by seller	10 000 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 01/01/03 to 08/13/03	368 22	511 County Taxes 01/01/03 to 08/13/03	368 22
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	261 320 22	*520 TOTAL REDUCTION AMOUNT DUE SELLER*	301 414 62
300 CASH AT SETTLEMENT FROM/TO BORROWER		**600 CASH AT SETTLEMENT TO/FROM SELLER**	
301 Gross Amount Due From Borrower (Line 120)	320,343 31	601 Gross Amount Due To Seller (Line 420)	313,441 00
302 Less Amount Paid By/For Borrower (Line 220)	(261 320 22)	602. Less Reductions Due Seller (Line 520)	(301 414 62)
303 CASH (X FROM) (TO) BORROWER	59,023 09	*603 CASH (X TO) (FROM) SELLER*	12 026 38

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

Borrower
David M Logeman
Karen K Logeman

Seller
David W Blackmon
d/b/a Blackmon Construction

L. SETTLEMENT CHARGES

				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL COMMISSION Based on Price	$ 313,441.00 @ 6.0000 %	18,806.46		
	Division of Commission (line 700) as Follows				
701	$ 13 806 46 to Dutch Fork Realty				
702	$ to				
703	Commission Paid at Settlement				13 806 46
704	to				
	Note Line 701 Includes Adjustment of 5 000 00 For				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801	Loan Origination Fee %	to			
802	Loan Discount 0 2200 %	to Bank of America N.A.		544 13	
803	Appraisal Fee	to HomeFocus Services LLC	POC $248 00-Lender		
804	Credit Report	to CBC	POC $0 80b		
805	Tax Service Fee	to HomeFocus Tax Services LLC		70 00	
806	Application Fee	to Bank of America N A	POC $200 00-Borrower		
807	Flood Determination Fee	to FNIS Flood Services		11 00	
808	Lender Closing Fee	to Bank of America N A		500 00	
809					
810					
811					
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901	Interest From 08/12/03 to 09/01/03 @ $ 36 070000/day (20 days %)			721 40	
902	Mortgage Insurance Premium for months to				
903	Hazard Insurance Premium for 1 0 years to Homeowners Insurance			1,139 00	
904					
905					
1000. RESERVES DEPOSITED WTH LENDER					
1001	Hazard Insurance	2.000 months @ $ 94 92 per month		189 84	
1002	Mortgage Insurance	months @ $ per month			
1003	City/Town Taxes	months @ $ per month			
1004	County Taxes	11 000 months @ $ 261 21 per month		2,873 31	
1005	Assessments	months @ $ per month			
1006		months @ $ per month			
1007		months @ $ per month			
1008	Aggregate Adjustment	months @ $ per month		284 87	
1100. TITLE CHARGES					
1101	Settlement or Closing Fee	to			
1102.	Abstract or Title Search	to M Bailey Preacher		150 00	
1103	Title Examination	to			
1104	Title Insurance Binder	to Riley Pope & Laney LLC		75 00	
1105	Document Preparation	to			
1106	Notary Fees	to			
1107	Attorney's Fees	to Riley Pope & Laney LLC	Prof Courtesy	175 00	
	(includes above item numbers		)		
1108	Title Insurance	to		674 50	
	(includes above item numbers		)		
1109	Lender's Coverage	$ 250 752 00	539 25		
1110	Owner's Coverage	$ 313 441 00	135 25		
1111		T Lowndes Pope Esq			
1112	Copies/Fax/LD/Overnight	to Riley Pope & Laney LLC		35 00	
1113					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201	Recording Fees Deed $	Mortgage $ 29 00	Releases $	29 00	
1202	City/County Tax/Stamps Deed	1,159 95, Mortgage			1,159 95
1203	State Tax/Stamps Revenue Stamps	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 Section J and 502 Section K)**			6 902 31	14 966 41

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

(LOGEMAN-DM / LOGEMAN-DM / 6)

REALTOR®

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement, entered into on this 14 day of Jan. 19 2003 between

Buyer(s), David M. and Karen K. Logeman (hereinafter called **BUYER**) and

Seller(s) Blackman Construction of Cola. (hereinafter called **SELLER**)

Deeded to David M. and Karen K. Logeman

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 III Subdivision Rolling Creek

Addre _____

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 plans and spec.

(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 $313,441.00 less $10000.00 earnest money this date paid Paid by [ ] cash [X] check [ ] other _____ Herewith which shall be held in trust by Blackman Construction of Cola. as Escrow Agent Less $ _____ additional earnest money if any due, on or before _____ 19 _____

DB 1 13 DM 1-14 03 DWB 1 14 03 KKL 1 14 03

5 **FINANCING** Less $303,441.00 Financing to be obtained by [X] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Fixed Rate [ ] Adjustable Rate [ ] Graduated Payment [ ] Other Terms _____ $303,441.00 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 Bank of America (Lender) within 10 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 July 30 19 2003

8 **CLOSING COSTS** If a new loan is obtained allowable non recurring Closing Cost to be paid by the Buyer

9 **DISCOUNT POINTS** Discount Points of not more than N/A / to be paid by the — Prepaid items to be paid by the Buyer PMI FHA MIP or VA Funding Fee by the — VA Funding Fee/FHA MIP or _____ [ ] will be [ ] will not be added to loan

|___| BUYER, |___| BUYER, |___| SELLER, |___| SELLER HAVE READ THIS PAGE

DM 1-14 03 DWB 1 14 03 KKL 1 14 03

REALTOR®

NEW CONSTRUCTION CONTRACT

1 **PARTIES** This legally binding Agreement, entered into on this _____ day of _____ 19_____ between

Buyer(s) _____ (hereinafter called **BUYER**) and

Seller(s)_____ (hereinafter called "**SELLER**)

Deeded to _____

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_____Block_____Section_____Subdivision_____

Address_____

Tax Map #_____City_____Zip_____

County of_____ 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)

_____

_____

_____

(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 $_____ less $_____ earnest money this date paid Paid by [ ] cash [ ] check [ ] other_____ Herewith which shall be held in trust by _____ as Escrow Agent Less $_____ additional earnest money if any due on or before _____ 19_____

5 **FINANCING** Less $_____ Financing to be obtained by [ ] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Fixed Rate [ ] Adjustable Rate [ ] Graduated Payment [ ] Other Terms _____ $_____ 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 _____(Lender) within _____ 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 _____or stipulated place of closing and transaction closed on or before _____, 19_____

8 **CLOSING COSTS** If a new loan is obtained allowable non recurring Closing Cost to be paid by the _____

9 **DISCOUNT POINTS** Discount Points of not more than _____ / to be paid by the _____ Prepaid items to be paid by the _____ PMI FHA MIP or VA Funding Fee by the _____VA Funding Fee/FHA MIP or _____[ ] will be [ ] will not be added to loan

|___| BUYER, |___| BUYER |___| SELLER |___| SELLER HAVE READ THIS PAGE

10 **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 $ Builders Name

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 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 al 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

1 14 03 1-14-03 1-14-03

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	See attached plans and specs	
	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		
	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)		$_____

|___| BUYER, |___| BUYER, |___| SELLER, |___| SELLER HAVE READ THIS PAGE

Date 1/14/03 Date 1/14/03

11	Ceiling Fan(s)	$_____
12	Landscaping to include trees and shrubs	$_____
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 Karen Lagman Date 1-14-03 Time _____

WITNESS _____ Date _____ Time _____

BUYER Karen K Lagman Date 1-14-03 Time _____

WITNESS _____ Date _____ Time _____

SELLER Dale Block Date 1 14 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®

© 1996 South Carolina Association of REALTORS® 11/96

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

391

Pay to the Order of B&B Grading

5/19/2004

Exactly
One Thousand Four Hundred Twenty Five And 00/100 ***** Dollars $ **1 425 00

B&B Grading
Doug Bouknight
1008 Clark Road
Little Mountain SC 29075

Memo CRC IV Lot 2 Clearing

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS WHERE RED IMAGE DISAPPEARS WITH HEAT.

Record of Payment Check 391 **Courtyards At Rolling Creek, LLC**
B&B Grading 5/19/2004

Date	Type	Reference	Orginal Amt	Balance Due	Discount	Payment
05/04/2004	Bill	CRC IV Lot 2 Cleann	1 425 00	1 425 00		1 425 00
					Check Amount	1 425 00

NBSC (5401) CRC IV Lot 2 Cleanng 1 425 00

Record of Payment Check 391 **Courtyards At Rolling Creek, LLC**
B&B Grading 5/19/2004

Date	Type	Reference	Orginal Amt	Balance Due	Discount	Payment
05/04/2004	Bill	CRC IV Lot 2 Cleann	1 425 00	1 425 00		1 425 00
					Check Amount	1 425 00

PLAINTIFF'S EXHIBIT 127

5760

NBSC (5401) CRC IV Lot 2 Clearing 1 425 00

Record of Payment

Check 391

Courtyards At Rolling Creek, LLC

B&B Grading

5/19/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
05/04/2004	Bill	CRC IV Lot 2 Clear n	1 425 00	1 425 00		1 425 00
					Check Amount	1 425 00

NBSC (5401)	CRC IV Lot 2 Cleanng	1 425 00

5759

[redacted]

Gardner's Floor Sanding
Terry Gardner Owner
931 Howard St
Columbia SC 29205
803-799-5917

Invoice

Number 1002

Date April 01 2004

Bill To

Pat Kirk
K & L Contracting LLC
101 Roundtree Rd
Blythewood SC

Ship To

Lot 14
CRC

PO Number	Terms	Project

Date	Description	Hours	Rate	Amount
	Put Finish Coat Of Polyurethane On Hardwood Floors	3 00	125 00	375 00
			Total	$375 00

4-1

Courtyards # > model home
PK
4/5

0 - 30 days	31 - 60 days	61 90 days	> 90 days	Total
~~$1,667.70~~	$0 00	$0 00	$0 00	~~$1,667.70~~ $375 00

6005

Record of Payment Check 379 **Courtyards At Rolling Creek, LLC**

Gardner'S Floor Sanding 4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
04/01/2004	Bill	Inv#1001	375 00	375 00		375 00
					Check Amount	375 00

NBSC (5401)	Inv#1001	375 00

LITHO USA 3751 M CM7508 M (2/01)

6004

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

383

Pay to the Order of N W White & Co

4/29/2004

Exactly
Six Hundred Twenty-Nine And 79/100 ******** ********** Dollars

$ * 629 79

N W White & Co
100 Independence Blvd
PO Box 7786
Columbia SC 29202

Memo

Stephen Eldridge

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - ST UCTURE TO THE RIGHT IMAGE DISAPPEARS WITH HEAT

Record of Payment

Check 383

N W White & Co

Courtyards At Rolling Creek, LLC
4/29/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
02/16/2004	Bill	Inv#87133	155 06	155 06		155 06
02/19/2004	Bill	Inv#87364	156 56	156 56		156 56
02/23/2004	Bill	Inv#87659	158 61	158 61		158 61
03/10/2004	Bill	Inv#88701	159 56	159 56		159 56
					Check Amount	629 79

NBSC (5401)

629 79

Record of Payment

Check 383

N W White & Co

Courtyards At Rolling Creek, LLC
4/29/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
02/16/2004	Bill	Inv#87133	155 06	155 06		155 06
02/19/2004	Bill	Inv#87364	156 56	156 56		156 56
02/23/2004	Bill	Inv#87659	158 61	158 61		158 61
03/10/2004	Bill	Inv#88701	159 56	159 56		159 56
					Check Amount	629 79

PLAINTIFF'S EXHIBIT 128

6388

NBSC (5401)

629 79

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

379

Pay to the Order of Gardner'S Floor Sanding

4/13/2004

Exactly
Three Hundred Seventy-Five And 00/100 Dollars
$ *375 00

Gardner'S Floor Sanding
Terry Gardner
931 Howard St
Columbia SC 29205

Memo Inv#1001

Stephen Earl Poore

Record of Payment

Gardner'S Floor Sanding

Check 379

Courtyards At Rolling Creek, LLC
4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
04/01/2004	Bill	Inv#1001	375 00	375 00		375 00
					Check Amount	375 00

NBSC (5401) Inv#1001 375 00

Record of Payment

Gardner'S Floor Sanding

Check 379

Courtyards At Rolling Creek, LLC
4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
04/01/2004	Bill	Inv#1001	375 00	375 00		375 00
					Check Amount	375 00

NBSC (5401) Inv#1001 375 00

6006

Safeguard

N W WHITE & CO
100 Independence Boulevard
Post Office Box 7786
Columbia SC 29202
Office (803) 216-7000
Fax (803) 216 7049

INVOICE

Bill To 14178
K & L CONTRACTING
MS CARRIE SABLOTNY A/P
P O BOX 11641
COLUMBIA SC 29211

325

Job
PO#00000 LOTS 18&19
COURTYARDS@ROLLING CREEK

Invoice 88701 Plant COLA SILICA SAND PINERIDG Page 1 of 1

Project No	Invoice Date	Purchase Order	Payment Terms
P0000001	03/10/04		NET 10TH FOLLOWING

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
03/10	00062856	MASONRY SAND	20 2600	TONS	2 7500	2 79	58 51
		MASONRY SAND FR	20 2600	TONS	4 7500	4 81	101 05

Product Summary

Product	Description	Quantity	UOM
MASS	MASONRY SAND	20 2600	TONS
MASSF	MASONRY SAND FREIGHT	20 2600	TONS

2 6384

Material	Transp	Misc	Tax	Invoice Amt	Receipt Amt	Balance Due
[illegible]	[illegible]	$0 00	$7 80	$159 56	$0 00	$159 56

N W WHITE & CO
100 Independence Boulevard
Post Office Box 7786
Columbia, SC 29202
Office (803) 216-7000
Fax (803) 216-7049

INVOICE

(33)

Bill To 14178
K & L CONTRACTING
MS CARRIE SABLOTNY A/P
P O BOX 11641
COLUMBIA SC 29211

Job
LOT18 COURTYARDS@ROLLING
CREEK

Invoice 87459 Plant COLA SILICA SAND PINERIDG Page 1 of 1

Project No	Invoice Date	Purchase Order	Terms	Payment Terms
LOT18COU	02/23/04			NET 10TH FOLLOWING

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
02/23	00062275	MASONRY SAND	20 1400	TONS	2 7500	2 77	58 16
		MASONRY SAND FR	20 1400	TONS	4 7500	4 78	100 45

Product Summary

Product	Description	Quantity	UOM
MASS	MASONRY SAND	20 1400	TONS
MASSF	MASONRY SAND FREIGHT	20 1400	TONS

Brick Walk Courtyards
PK
3/1

6385

3

Material	Tonnage	Rate	Tax	Freight	Amt. Received	Amt. Balance Due
		40 00		$158 61	$0 00	$158 61

N W WHITE & CO
100 Independence Boulevard
Post Office Box 7786
Columbia SC 29202
Office (803) 216-7000
Fax (803) 216-7049

INVOICE

Bill To 14178
K & L CONTRACTING
MS CARRIE SABLOTNY A/P
P O BOX 11641
COLUMBIA SC 29211

225

Job
LOT18 COURTYARDS@ROLLING
CREEK

Invoice: 87064 Plant: COLA SILICA SAND PINERIDG Page 1 of 1

Project No	Invoice Date	Purchase Order	Payment Terms
LOT18COU	02/19/04		NET 10TH FOLLOWING

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
02/19	00062178	MASONRY SAND	19 8800	TONS	2 7500	2 73	57 40
		MASONRY SAND FR	19 8800	TONS	4 7500	4 73	99 16

Product Summary

Product	Description	Quantity	UOM
MASS	MASONRY SAND	19 8800	TONS
MASSF	MASONRY SAND FREIGHT	19 8800	TONS

Courtyards #
PK
2/25
Brick wall

6386

Invoice	Amount	Tax	Amt Received	Adjustments	Balance Due
87064	$156.56	$7.46	$156.56	$0.00	$156.56

N W WHITE & CO
100 Independence Boulevard
Post Office Box 7786
Columbia SC 29202
Office (803) 216 7000
Fax (803) 216-7049

3-4

INVOICE

Bill To 14178
I & L CONTRACTING
MS CARRIE SABLOTNY A/P
P O BOX 11641
COLUMBIA SC 29211

Job
LOT18 COURTYARD@ROLLING CREEK

INVOICE 87133 PLANT COLA SILICA SAND PINERIDG Page 1 OF 1

Project No	Invoice Date	Purchase Order	Payment Terms
LOT18COU	02/10/04		PNEY 10TH FOLLOWING

Ticket	Product	Quantity	U/M	Unit Price	Tax	Invoice
16 00062054	MASONRY SAND	19 6900	TONS	2 7500	2 71	56 86
	MASONRY SAND FR	19 6900	TONS	4 7500	4 67	98 20

Product Summary

Product	Description	Quantity	UOM
MASS	MASONRY SAND	19 6900	TONS
MASSF	MASONRY SAND FREIGHT	19 6900	TONS

Brick Wall-Courtyards #
PK
2/24

5 6387

Taxable	Tax	Invoice Amt	Credits Amt	Balance Due
$154.06	$7.38	$161.44	$0.00	$155.06

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

380

Pay to the Order of Boral Bricks

4/14/2004

Exactly

Eight Thousand Nine Hundred Seventy Six And 10/100 ***** Dollars

$ **8 976 10

Boral Bricks
PO Box 101447
Atlanta GA 30392 1447

Memo

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR ACCESS HERE – RED IMAGE DISAPPEARS WITH HEAT

Record of Payment

Check 380

Boral Bricks

Courtyards At Rolling Creek, LLC

4/14/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
02/12/2004	Bill	Inv#030 029869	3 038 68	3 038 68		3 038 68
02/12/2004	Bill	Inv#030-029870	451 54	451 54		451 54
02/20/2004	Bill	Inv#030-030081	3 038 68	3 038 68		3 038 68
03/04/2004	Bill	Inv#030-030491	2 447 20	2 447 20		2 447 20
					Check Amount	8 976 10

NBSC (5401)

8 976 10

Record of Payment

Check 380

Boral Bricks

Courtyards At Rolling Creek, LLC

4/14/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
02/12/2004	Bill	Inv#030-029869	3 038 68	3 038 68		3 038 68
02/12/2004	Bill	Inv#030-029870	451 54	451 54		451 54
02/20/2004	Bill	Inv#030-030081	3 038 68	3 038 68		3 038 68
03/04/2004	Bill	Inv#030-030491	2 447 20	2 447 20		2 447 20
					Check Amount	8 976.10

NBSC (5401)

8 976 10

5771

G

Safeguard

BORAL BRICKS

For Inquiries
Phone (706) 823-8802
Fax (706) 722 8222

220

INVOICE/BOL # 030-029870 Date 12-FEB-04 TAX #
CUSTOMER # 258219 PO #
JOB NAME LOT 57 COURTYAR ORDER # 503 021821
SUBDIVISION COURTYARD @ ROLLING

79 733 MB 0 309 2 P2/2

K & L CONTRACTING LLC
PO BOX 11641
COLUMBIA SC 29211-1641

SHIP TO

K & L CONTRACTING LLC
LOT 57 COURTYARD @ ROLLING CRE
101 SAVANNAH BRANCH TRAIL
PEAK SC 29122

Ordered By	Sales Rep	FOB	Ship Mthd	Car Number	Terms
CARRIE	TOMMY CRAFT	SITE	BBTK	?	2%10

Quantity	UOM	Item	Description	Unit Price	Unit of Measure	Total
1 590	EA	030 0256 03000	THE ASHLEY MODULAR	242 0000	TH	384 78
8	EA	900 0825 00936	GRAY TYPE N MORTAR -	5 1500	EA	41 20

Courtyards - pump for wall/wall around AC units

Invoice Total		425 98
State Tax	5%	21 30
County Tax	1%	4 26
City Tax	0%	0 00
Balance Due		451 54

IMPORTANT To Insure Proper Credit PLEASE DETACH THE PAYMENT Portion Below and Return With Your Remittance

Finance Charge of 1 5% will be applied on balances outstanding over 30 days Annual Percentage rate of 18 %

Customer Account	Invoice Date	Invoice Number
258219 503	12 FEB 04	030-029870

Thank You

Amount Due	
Sub Total	425 98
Sales Tax	25 56
Balance Due	451 54

Invoice to K & L CONTRACTING LLC

If received by 10-MAR-04 Deduct $9 03
and pay $442 51

Remit To
Boral Bricks, Inc
PO Box 101447
Atlanta, GA 30392-1447

Amount Paid

5769 7

BORAL BRICKS

For Inquiries
Phone (706) 823-8802
Fax (706) 722-8222

INVOICE/BOL # 030 030081 Date 20-FEB-04 TAX #
CUSTOMER # 258219 PO #
JOB NAME WALL BEHIND LOT ORDER # 503 021825
SUBDIVISION COURTYARD @ ROLLING

K & L CONTRACTING LLC
PO BOX 11641
COLUMBIA SC 29211-1641

SHIP TO

K & L CONTRACTING LLC
COURTYARD @ ROLLING CREEK
WALL BEHIND LOT 18
PEAK SC 29122

Ordered By	Sales Rep	FOB	Ship Mthd	Car Number	Terms
CARRIE	TOMMY CRAFT	SITE	BBTK		2%10

Quantity	UOM	Item	Description	Unit Price	Unit of Measure	Total
9 540	EA	030 0430 03000	SHILOH MODULAR	242 0000	TH	2 308 68
90	EA	900 0825 00934	BUFF TYPE N	6 2000	EA	558 00

2-25

Courtyards $
PK
2/25

Invoice Total		2 866 68
State Tax	5%	143 33
County Tax	1%	28 67
City Tax	0%	0 00
Balance Due		3 038 68

IMPORTANT To Insure Proper Credit PLEASE DETACH THE PAYMENT Portion Below and Return With Your Remittance

Finance Charge of 1 5% will be applied on balances outstanding over 30 days Annual Percentage rate of 18%

Customer Account	Invoice Date	Invoice Number
258219 503	20 FEB-04	030-030081

Thank You

Amount Due	
Sub Total	2 866 68
Sales Tax	172 00
Balance Due	3 038 68

Invoice to K & L CONTRACTING LLC

If received by 10 MAR 04 Deduct $60 77
and pay $2977 91

Remit To
Boral Bricks, Inc
P O Box 101447
Atlanta, GA 30392-1447

Amount Paid

5765 8

BORAL BRICKS

For Inquiries
Phone (706) 823-8802
Fax (706) 722-8222

INVOICE/BOL # 030-029869 Date 12-FEB-04 TAX #
CUSTOMER # 258219 PO #
JOB NAME WALL BEHIND LOT ORDER # 503 021825
SUBDIVISION COURTYARD @ ROLLING

79 731 MB 0 309 3 P1/2

K & L CONTRACTING LLC
PO BOX 11641
COLUMBIA SC 29211-1641

SHIP TO

K & L CONTRACTING LLC
COURTYARD @ ROLLING CREEK
WALL BEHIND LOT 18
PEAK SC 29122

Ordered By	Sales Rep	FOB	Ship Mthd	Car Number	Terms
CARRIE	TOMMY CRAFT	SITE	BBTK	?	2%10

Quantity	UOM	Item	Description	Unit Price	Unit of Measure	Total
90	EA	900 0825 00934	BUFF TYPE N	6 2000	EA	558 00
9 540	EA	030 0430 03000	SHILOH MODULAR	242 0000	TH	2 308 68

220

Courtyards Wall

Invoice Total		2 866 68
State Tax	5%	143 33
County Tax	1%	28 67
City Tax	0%	0 00
Balance Due:		3 038 68

IMPORTANT To Insure Proper Credit PLEASE DETACH THE PAYMENT Portion Below and Return With Your Remittance

Finance Charge of 1 5% will be applied on balances outstanding over 30 days Annual Percentage rate of 18%

Customer Account	Invoice Date	Invoice Number
258219 503	12-FEB-04	030-029869

Thank You

Amount Due	
Sub Total	2 866 68
Sales Tax	172 00
Balance Due	3 038 68

Invoice to K & L CONTRACTING LLC

If received by 10-MAR-04 Deduct $60 77
and pay $2977 91

Remit To
Boral Bricks, Inc
P O. Box 101447
Atlanta, GA 30392-1447

Amount Paid

5767

BORAL BRICKS

For Inquiries
Phone (706) 823-8802
Fax (706) 722-8222

INVOICE/BOL # 030 030491 Date 03-MAR 04 TAX #
CUSTOMER # 258219 PO #
JOB NAME WALL BEHIND LOT ORDER # 503 021825
SUBDIVISION COURTYARD @ ROLLING

K & L CONTRACTING LLC
PO BOX 11641
COLUMBIA SC 29211 1641

3 24

SHIP TO

K & L CONTRACTING LLC
COURTYARD @ ROLLING CREEK
WALL BEHIND LOT 18
PEAK SC 29122

Ordered By	Sales Rep	FOB	Ship Mthd	Car Number	Terms
CARRIE	TOMMY CRAFT	SITE	LETK		2%10

Quantity	UOM	Item	Description	Unit Price	Unit of Measure	Total
9 540	EA	030 0430 03000	SHILOH MODULAR	242 0000	TH	2 308 68

Courtyards #
CRC @ 18/19 Wall
PK
3/19

Invoice Total		2 308 68
State Tax	5%	115 43
County Tax	1%	23 09
City Tax	0%	0 00
Balance Due		2 447 20

IMPORTANT To Insure Proper Credit PLEASE DETACH THE PAYMENT' Portion Below and Return With Your Remittance

Finance Charge of 1 5 % will be applied on balances outstanding over 30 days Annual Percentage rate of 18%

Customer Account	Invoice Date	Invoice Number
258219 503	03-MAR-04	030-030491

Thank You

Amount Due	
Sub Total	~~2 308 68~~
Sales Tax	~~138 52~~
Balance Due	2 447 20

Invoice to K & L CONTRACTING LLC

If received by 10-APR-04 Deduct $48 94
and pay $2398 26

Remit To
Boral Bricks, Inc
P O Box 101447
Atlanta, GA 30392-1447

Amount Paid

5763

Courtyards At Rolling Creek, I LC
PO Box 11641
Columbia, SC 29211 1641
803 254-8403

National Bank Of South Carolina
Columbia SC 29201

396

Pay to the Order of Hardaway Concrete Company Inc

5/20/2004

Exactly

One Thousand Four Hundred Twenty Four And 85/100 **

Dollars

$ *1 424 85

Hardaway Concrete Company Inc
PO Box 4128
Columbia SC 29240

Memo

Stephen Ed Lyons

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK AND BOTH FRONT AND BACK OF PAGE. IF HEAT IS APPLIED, IMAGE DISAPPEARS WITH HEAT.

Record of Payment

Check 396

Hardaway Concrete Company Inc

Courtyards At Rolling Creek, LLC

5/20/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
02/10/2004	Bill	Inv#474398	1 115 10	1 115 10		1 115 10
02/25/2004	Bill	Inv#475286	309 75	309 75		309 75
					Check Amount	1 424 85

NBSC (5401)

1 424 85

Record of Payment

Check 396

Hardaway Concrete Company Inc

Courtyards At Rolling Creek, LLC

5/20/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
02/10/2004	Bill	Inv#474398	1 115 10	1 115 10		1 115 10
02/25/2004	Bill	Inv#475286	309 75	309 75		309 75
					Check Amount	1 424 85

6010

NBSC (5401)

1 424 85

0003246

Record of Payment Check 396

Courtyards At Rolling Creek, LLC

Hardaway Concrete Company Inc

5/20/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
02/10/2004	Bill	Inv#474398	1 115 10	1 115 10		1 115 10
02/25/2004	Bill	Inv#475286	309 75	309 75		309 75
					Check Amount	1 424 85

mailed 5-20-04
ab

12 K 1C

NBSC (5401) 1 424 85

Safeguard LITHO USA SFSL M C#7508 ## (2/01)

6009

Record of Payment **Check 577** **Payee Allied Concrete Products, LLC**

9/9/2005

Date	Type	Reference	Orginal Amt	Balance Due	Discount	Payment
3/11/2005	Bill	156468	3 306 90	3 306 90		3 306 90
				Check Amount		3 306 90

128-L

CRC NBSC 5401 156468 $ 3 306 90

SAFESHIELD LITHO USA SFSL1 1 0050R IL

7546

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

525

67 119/539

Pay to the Order of David Suber

5/19/2005

David Suber

Exactly
One Thousand Five Hundred and 00/100 ** *** ******
*** ******* ***** **** **** **** ** * **** ******** *****
Dollars

$ 1 500 00

Memo Pipe work on Lot 2 RC

Stephen Goldsmith

Record of Payment **Check 525** **Payee David Suber**

5/19/2005

1 500 00

CRC NBSC 5401 Pipe work on Lot 2 RC $ 1 500 00

Record of Payment **Check 525** **Payee David Suber**

5/19/2005

1 500 00

PLAINTIFF'S EXHIBIT 129

8032

CRC NBSC 5401 Pipe work on Lot 2 RC $**1 500 00

© COPYRIGHT 1997 CHECKMAGIC TO REORDER C

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

523

67 119/539

Pay to the Order of Stephen E Lipscomb Jr

5/19/2005

Stephen E Lipscomb Jr

Exactly
One Thousand Five Hundred and 00/100 ** **********
* ********** ** ***** **** ** ** ** ******* **********
Dollars

$**1 500 00*

Memo Pipe work Lot 2 RC

Stephen E Lipscomb

Record of Payment **Check 523** **Payee Stephen E Lipscomb Jr**
5/19/2005
1 500 00

CRC NBSC 5401 Pipe work Lot 2 RC $ 1 500 00

Record of Payment **Check 523** **Payee Stephen E Lipscomb Jr**
5/19/2005
1 500 00

PLAINTIFF'S EXHIBIT 129A

PENCAD 800-631-6989

7832

CRC NBSC 5401 Pipe work Lot 2 RC $ 1 500 00

© COPYRIGHT 1997 CHECKMAC C TO REORDER C

ORIGINAL DOCUMENT PRINTED ON SECURITY PAPER WITH MICRO TEXT AND VOID PANTOGRAPH

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

578

67 119/539

Pay to the Order of N W White & Co

9/9/2005

N W White & Co
100 Independence Blvd
PO Box 7786
Columbia SC 29202

Exactly
Six Hundred Thirty Two and 12/100**********
*** ** *** ********** ** ****** ** ** ** **********
*** Dollars

$**632 12*

Memo

Stephen Ed Lipscomb

SAFEGUARD

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

Record of Payment **Check 578** **Payee N W White & Co**

9/9/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/21/2005	Bill	130700	602.12	602.12		602.12
7/21/2005	Bill	130721	30.00	30.00		30.00
				Check Amount		632.12

CRC NBSC 5401

$* 632 12

Record of Payment **Check 578** **Payee N W White & Co**

9/9/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/21/2005	Bill	130700	602.12	602.12		602.12
7/21/2005	Bill	130721	30.00	30.00		30.00
				Check Amount		632.12

PLAINTIFF'S EXHIBIT 129B

PENGAD 800-631-6989

7868

$**632.12*

CRC NBSC 5401

SAFEGUARD

N W WHITE & CO
100 Independence Boulevard
Post Office Box 7786
Columbia SC 29202
Office (803) 216-7000
Fax (803) 216 7049

INVOICE

Bill To 14178
K & L CONTRACTING
MARCIE HALL & JULENE A/P
MR PAT KIRK OWNER
P O BOX 11641
COLUMBIA SC 29211

Job
PO MARCIE LOT2 ROLLING
CREEK

Invoice 130700 Plant MARTIN MARIETTA 215 Page 1 of 1

Project No	Invoice Date	Purchase Order	Payment Terms
POMARCIE	07/21/05		NET 10TH FOLLOWING

Date	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
1	04302453 1	MAN RIP RAP	20 3600	TONS	18 5000	22 60	399 26
	1	MAN RIP RAP F	20 3600	TONS	9 4000	11 48	202 86

Product Summary

Product	Description	Quantity	UOM
1MRR	1 MAN RIP RAP	20 3600	TONS
1MRRF	1 MAN RIP RAP FREIGHT	20 3600	TONS

PLAINTIFF'S EXHIBIT 129C
PENGAD 800-631-6989

Steve -
Bill to Rolling Creek
storm water drains between lots 2+3

7869

Material	Transp	Misc	Tax	Invoice Amt	Receipt Amt	Balance Due
$376 66	$191 38	$0 00	$34 08	$602 12	$0 00	$602 12

N W WHITE & CO
100 Independence Boulevard
Post Office Box 7786
Columbia SC 29202
Office (803) 216-7000
Fax (803) 216-7049

INVOICE

Bill To 14178
K & L CONTRACTING
MARCIE HALL & JULENE A/P
MR PAT KIRK OWNER
P O BOX 11641
COLUMBIA SC 29211

Job
PO MARCIE LOT2 ROLLING
CREEK

Invoice 130721 Plant RENTAL Page 1 of 1

Project No	Invoice Date	Purchase Order	Payment Terms
POMARCIE	07/21/05		NET 10TH FOLLOWING

P o	Ticket	Product	Quantity	U/M	Unit Price	Tax	Total
21	00201938	RENTAL	0 5000	HRS	60 0000	0 0	30 00

Product Summary

Product	Description	Quantity	UOM
R	RENTAL	0 5000	HRS

PLAINTIFF'S EXHIBIT 129 D
PENGAD 800 631-6989

7870

terial	Transp	Misc	Tax	Invoice Amt	Receipt Amt	Balance Due
$0 00	$30 00	$0 00	$0 00	$30 00	$0 00	$30 00

Letts Associates-Finance Charges 2003			
Date	**Finance #**	**Cust ID**	**Amount**
1/28/2003	FC1SX00002	Melton/M-1007M	135 99
1/28/2003	FC1SX00001	Melton/M-1007	11 91
1/28/2003	FC1SX00002	Lipscomb/R-1002M	16 34
1/28/2003	FC1SX00001	Lipscomb/R-1002	13 81
1/28/2003	FC1SX00002	Lipscomb M 1017M	4 86
1/28/2003	FC1SX00001	Lipscomb M 1017	290 00
2/25/2003	FC2PX00002	Melton/M-1007M	16 36
2/25/2003	FC2PX00001	Melton/M-1007	11 98
2/25/2003	FC2PX00002	Lipscomb/R-1002M	13 93
2/25/2003	FC2PX00001	Lipscomb/R 1002	6 90
2/25/2003	FC2PX00002	Lipscomb M-1017M	24 24
2/25/2003	FC2PX00001	Lipscomb M 1017	293 09
3/24/2003	FC3OX00002	Melton/M 1007M	12 51
3/24/2003	FC3OX00001	Melton/M-1007	0 34
3/24/2003	FC3OX00004	Lipscomb/R-1002M	0 40
3/24/2003	FC3OX00003	Lipscomb/R-1002	0 18
3/24/2003	FC3OX00002	Lipscomb M-1017M	57 94
3/24/2003	FC3OX00001	Lipscomb M 1017	223 26
4/21/2003	FC4LX00002	Melton/M 1007M	13 20
4/21/2003	FC4LX00001	Melton/M-1007	0 52
4/21/2003	FC4LX00001	Lipscomb/L-1012	26 14
4/21/2003	FC4LX00004	Lipscomb/R-1002M	0 61
4/21/2003	FC4LX00003	Lipscomb/R-1002	0 29
4/21/2003	FC4LX00002	Lipscomb M-1017M	152 72
4/21/2003	FC4LX00001	Lipscomb M-1017	235 58
5/6/2003	FC56X00002	Melton/M 1007M	7 16
5/6/2003	FC56X00001	Melton/M 1007	0 28
5/6/2003	FC56X00001	Lipscomb/L-1012	7 40
5/6/2003	FC56X00002	Lipscomb/R-1002M	0 33
5/6/2003	FC56X00001	Lipscomb/R 1002	0 15
5/6/2003	FC56X00002	Lipscomb M-1017M	86 00
5/6/2003	FC56X00001	Lipscomb M-1017	127 85
5/19/2003	FC5JX00002	Melton/M 1007M	6 21
5/19/2003	FC5JX00001	Melton/M-1007	0 24
5/19/2003	FC5JX00005	Lipscomb/L-1012	6 41
5/19/2003	FC5JX00004	Lipscomb/R-1002M	0 28
5/19/2003	FC5JX00003	Lipscomb/R-1002	0 13
5/19/2003	FC5JX00002	Lipscomb M 1017M	74 53
5/19/2003	FC5JX00001	Lipscomb M-1017	72 34
Total			**1,952 41**

LETTS ASSOCIATES INC
1343 Garner Lane, Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Melton/M-1007

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
12/9/02	12/9/02	FCC9W00001	> 2002	Finance Charge	8 45	8 45
12/31/02	12/31/02	FCCVW00001		Finance Charge	5 47	13 92
1/28/03	1/28/03	FC1SX00001		Finance Charge	11 91	25 83
2/25/03	2/25/03	FC2PX00001		Finance Charge	11 98	37 81
3/24/03	3/24/03	FC3OX00001		Finance Charge	0 34	38 15
4/21/03	4/21/03	FC4LX00001		Finance Charge	0 52	38 67
5/6/03	5/6/03	FC56X00001		Finance Charge	0 28	38 95
5/19/03	5/19/03	FC5JX00001		Finance Charge	0 24	39 19
					TOTAL	39 19

0 - 30	31 - 60	61 - 90	Over 90 days
1 04	0 34	11 98	25 83

6596

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

28,3:99

Statement

Statement Date
May 19 2003

Customer ID
Melton/M-1007

Voice 803 798-4562
Fax 803 798-1678

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Phs 1

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
12/9/02	12/9/02	FCC9W00001		Finance Charge	8 45	8 45
12/31/02	12/31/02	FCCVW00001		Finance Charge	5 47	13 92
1/28/03	1/28/03	FC1SX00001		Finance Charge	11 91	25 83
2/25/03	2/25/03	FC2PX00001		Finance Charge	11 98	37 81
3/24/03	3/24/03	FC3OX00001		Finance Charge	0 34	38 15
4/21/03	4/21/03	FC4LX00001		Finance Charge	0 52	38 67
5/6/03	5/6/03	FC56X00001		Finance Charge	0 28	38 95
5/19/03	5/19/03	FC5JX00001		Finance Charge	0 24	39 19
					TOTAL	39 19

0 - 30	31 - 60	61 - 90	Over 90 days
1 04	0 34	11 98	25 83

6582

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 6 2003

Customer ID
Melton/M-1007

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
12/9/02	12/9/02	FCC9W00001		Finance Charge	8 45	8 45
12/31/02	12/31/02	FCCVW00001		Finance Charge	5 47	13 92
1/28/03	1/28/03	FC1SX00001		Finance Charge	11 91	25 83
2/25/03	2/25/03	FC2PX00001		Finance Charge	11 98	37 81
3/24/03	3/24/03	FC3OX00001		Finance Charge	0 34	38 15
4/21/03	4/21/03	FC4LX00001		Finance Charge	0 52	38 67
5/6/03	5/6/03	FC56X00001		Finance Charge	0 28	38 95
					TOTAL	38 95

0 - 30	31 - 60	61 - 90	Over 90 days
0 80	0 34	11 98	25 83

6556

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Apr 21 2003

Customer ID
Melton/M-1007

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
12/9/02	12/9/02	FCC9W00001		Finance Charge	8 45	8 45
12/31/02	12/31/02	FCCVW00001		Finance Charge	5 47	13 92
1/28/03	1/28/03	FC1SX00001		Finance Charge	11 91	25 83
2/25/03	2/25/03	FC2PX00001		Finance Charge	11 98	37 81
3/24/03	3/24/03	FC3OX00001		Finance Charge	0 34	38 15
4/21/03	4/21/03	FC4LX00001		Finance Charge	0 52	38 67
				TOTAL		38 67

0 - 30	31 - 60	61 - 90	Over 90 days
0 86	11 98	11 91	13 92

6561

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Mar 24 2003

Customer ID
Melton/M-1007

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
12/9/02	12/9/02	FCC9W0000I		Finance Charge	8 45	8 45
12/31/02	12/31/02	FCCVW0000I		Finance Charge	5 47	13 92
1/28/03	1/28/03	FC1SX0000I		Finance Charge	11 91	25 83
2/25/03	2/25/03	FC2PX0000I		Finance Charge	11 98	37 81
3/24/03	3/24/03	FC3OX0000I		Finance Charge	0 34	38 15
					TOTAL	38 15

0 - 30	31 - 60	61 - 90	Over 90 days
12 32	11 91	5 47	8 45

6571

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Feb 25 2003

Customer ID
Melton/M-1007

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Ph 1

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
10/6/02	11/5/02	✓2002-616		M-1007	504 00	504 00
11/3/02	12/3/02	2002-644		M-1007	350 00	854 00
12/9/02	12/9/02	FCC9W00001		Finance Charge	8 45	862 45
12/31/02	12/31/02	FCCVW00001		Finance Charge	5 47	867 92
1/28/03	1/28/03	FC1SX00001		Finance Charge	11 91	879 83
2/25/03	2/25/03	FC2PX00001		Finance Charge	11 98	891 81
				TOTAL		891 81

0 - 30	31 - 60	61 - 90	Over 90 days
23 89	5 47	358 45	504 00

6544

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Melton/M-1007M

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
10/6/02	10/6/02	FCA6W00001		Finance Charge	480 51	480 51
11/3/02	11/3/02	FCB3W00001	2002	Finance Charge	87 98	568 49
12/31/02	12/31/02	FCCVW00002		Finance Charge	235 13	803 62
1/28/03	1/28/03	FC1SX00002		Finance Charge	135 99	939 61
2/25/03	2/25/03	FC2PX00002		Finance Charge	16 36	955 97
3/24/03	3/24/03	FC3OX00002		Finance Charge	12 51	968 48
4/21/03	5/21/03	2003-738		M-1007M	19 87	988 35
4/21/03	4/21/03	FC4LX00002		Finance Charge	13 20	1 001 55
5/6/03	5/6/03	FC56X00002		Finance Charge	7 16	1 008 71
5/6/03	5/6/03	2003-744		M-1007M	150 00	1 158 71
5/19/03	5/19/03	2003-756		M-1007M	103 57	1 262 28
5/19/03	5/19/03	FC5JX00002		Finance Charge	6 21	1 268 49
					TOTAL	1 268 49

0 - 30	31 - 60	61 - 90	Over 90 days
300 01	12 51	16 36	939 61

6597

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Melton/M-1007M

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Phs 2 Extra's

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
10/6/02	10/6/02	FCA6W00001		Finance Charge	480 51	480 51
11/3/02	11/3/02	FCB3W00001		Finance Charge	87 98	568 49
12/31/02	12/31/02	FCCVW00002		Finance Charge	235 13	803 62
1/28/03	1/28/03	FC1SX00002		Finance Charge	135 99	939 61
2/25/03	2/25/03	FC2PX00002		Finance Charge	16 36	955 97
3/24/03	3/24/03	FC3OX00002		Finance Charge	12 51	968 48
4/21/03	5/21/03	2003-738		M-1007M	19 87	988 35
4/21/03	4/21/03	FC4LX00002		Finance Charge	13 20	1 001 55
5/6/03	5/6/03	FC56X00002		Finance Charge	7 16	1 008 71
5/6/03	5/6/03	2003-744		M-1007M	150 00	1 158 71
/19/03	5/19/03	2003-756		M-1007M	103 57	1,262 28
/19/03	5/19/03	FC5JX00002		Finance Charge	6 21	1 268 49
				TOTAL		1 268 49

0 - 30	31 - 60	61 - 90	Over 90 days
300 01	12 51	16 36	939 61

6584

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 6 2003

Customer ID
Melton/M-1007M

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
10/6/02	10/6/02	FCA6W00001		Finance Charge	480 51	480 51
11/3/02	11/3/02	FCB3W00001		Finance Charge	87 98	568 49
12/31/02	12/31/02	FCCVW00002		Finance Charge	235 13	803 62
1/28/03	1/28/03	FC1SX00002		Finance Charge	135 99	939 61
2/25/03	2/25/03	FC2PX00002		Finance Charge	16 36	955 97
3/24/03	3/24/03	FC3OX00002		Finance Charge	12 51	968 48
4/21/03	5/21/03	2003-738		M-1007M	19 87	988 35
4/21/03	4/21/03	FC4LX00002		Finance Charge	13 20	1 001 55
5/6/03	5/6/03	FC56X00002		Finance Charge	7 16	1 008 71
5/6/03	5/6/03	2003-744		M-1007M	150 00	1 158 71
					TOTAL	1 158 71

0 - 30	31 - 60	61 - 90	Over 90 days
190 23	12 51	16 36	939 61

6557

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Apr 21 2003

Customer ID
Melton/M-1007M

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
10/6/02	10/6/02	FCA6W00001		Finance Charge	480 51	480 51
11/3/02	11/3/02	FCB3W00001		Finance Charge	87 98	568 49
12/31/02	12/31/02	FCCVW00002		Finance Charge	235 13	803 62
1/28/03	1/28/03	FC1SX00002		Finance Charge	135 99	939 61
2/25/03	2/25/03	FC2PX00002		Finance Charge	16 36	955 97
3/24/03	3/24/03	FC3OX00002		Finance Charge	12 51	968 48
4/21/03	5/21/03	2003-738		M-1007M	19 87	988 35
4/21/03	4/21/03	FC4LX00002		Finance Charge	13 20	1 001 55
					TOTAL	1 001 55

0 - 30	31 - 60	61 - 90	Over 90 days
45 58	16 36	135 99	803 62

6562

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Mar 24 2003

Customer ID
Melton/M-1007M

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
10/6/02	10/6/02	FCA6W00001		Finance Charge	480 51	480 51
11/3/02	11/3/02	FCB3W00001		Finance Charge	87 98	568 49
12/31/02	12/31/02	FCCVW00002		Finance Charge	235 13	803 62
1/28/03	1/28/03	FC1SX00002		Finance Charge	135 99	939 61
2/25/03	2/25/03	FC2PX00002		Finance Charge	16 36	955 97
3/24/03	3/24/03	FC3OX00002		Finance Charge	12 51	968 48
				TOTAL		968 48

0 - 30	31 - 60	61 - 90	Over 90 days
28 87	135 99	235 13	568 49

6572

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia, SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Feb 25 2003

Customer ID
Melton/M-1007M

Account Of

Mr Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia, SC 29201

Ph 1 Extra 5

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Descnpton	Amount	Balance
3/24/02	4/23/02	2001-501	Part	M-1007M	381 44	381 44
10/6/02	10/6/02	FCA6W00001		Finance Charge	480 51	861 95
11/3/02	11/3/02	FCB3W00001		Finance Charge	87 98	949 93
12/31/02	12/31/02	FCCVW00002		Finance Charge	235 13	1 185 06
1/28/03	2/27/03	2002-685		M-1007M	140 00	1,325 06
1/28/03	1/28/03	FC1SX00002		Finance Charge	135 99	1 461 05
2/25/03	3/27/03	2002-703		M-1007M	9 60	1 470 65
2/25/03	2/25/03	FC2PX00002		Finance Charge	16 36	1 487 01
				TOTAL		1 487 01

0 - 30	31 - 60	61 - 90	Over 90 days
301 95	235 13	0 00	949 93

6546

all on spreadsheet

LETTS ASSOCIATES, INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb M-1017

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-572	Part	M-1017	9,000 00	9 000 00
10/6/02	10/6/02	FCA6W00001		Finance Charge	614 73	9 614 73
11/3/02	11/3/02	FCB3W00001		Finance Charge	272 68	9 887 41
12/9/02	12/9/02	FCC9W00001		Finance Charge	366 35	10 253 76
12/31/02	12/31/02	FCCVW00001		Finance Charge	223 88	10,477 64
1/28/03	1/28/03	FC1SX00001		Finance Charge	290 00	10 767 64
2/25/03	2/25/03	FC2PX00001		Finance Charge	293 09	11 060 73
3/24/03	3/24/03	FC3OX00001		Finance Charge	223 26	11,283 99
4/21/03	4/21/03	FC4LX00001		Finance Charge	235 58	11 519 57
5/6/03	5/6/03	FC56X00001		Finance Charge	127 85	11 647 42
5/19/03	5/19/03	FC5JX00001		Finance Charge	72 34	11 719 76
					TOTAL	11 719 76

0 - 30	31 - 60	61 - 90	Over 90 days
435 77	223 26	293 09	10 767 64

6598

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb M-1017

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

ph52

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-572	Part	M-1017	9 000 00	9 000 00
10/6/02	10/6/02	FCA6W00001		Finance Charge	614 73	9 614 73
11/3/02	11/3/02	FCB3W00001		Finance Charge	272 68	9 887 41
12/9/02	12/9/02	FCC9W00001		Finance Charge	366 35	10 253 76
12/31/02	12/31/02	FCCVW00001		Finance Charge	223 88	10 477 64
1/28/03	1/28/03	FC1SX00001		Finance Charge	290 00	10 767 64
2/25/03	2/25/03	FC2PX00001		Finance Charge	293 09	11 060 73
3/24/03	3/24/03	FC3OX00001		Finance Charge	223 26	11 283 99
4/21/03	4/21/03	FC4LX00001		Finance Charge	235 58	11 519 57
5/6/03	5/6/03	FC56X00001		Finance Charge	127 85	11 647 42
5/19/03	5/19/03	FC5JX00001		Finance Charge	72 34	11 719 76
					TOTAL	11 719 76

0 - 30	31 - 60	61 - 90	Over 90 days
435 77	223 26	293 09	10 767 64

6586

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 7 2003

Customer ID
Lipscomb M-1017

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-572	Part	M-1017	9 000 00	9 000 00
10/6/02	10/6/02	FCA6W00001		Finance Charge	614 73	9,614 73
11/3/02	11/3/02	FCB3W00001		Finance Charge	272 68	9 887 41
12/9/02	12/9/02	FCC9W00001		Finance Charge	366 35	10 253 76
12/31/02	12/31/02	FCCVW00001		Finance Charge	223 88	10 477 64
1/28/03	1/28/03	FC1SX00001		Finance Charge	290 00	10,767 64
2/25/03	2/25/03	FC2PX00001		Finance Charge	293 09	11 060 73
3/24/03	3/24/03	FC3OX00001		Finance Charge	223 26	11 283 99
4/21/03	4/21/03	FC4LX00001		Finance Charge	235 58	11 519 57
5/6/03	5/6/03	FC56X00001		Finance Charge	127 85	11 647 42
					TOTAL	11 647 42

0 - 30	31 - 60	61 - 90	Over 90 days
363 43	223 26	293 09	10 767 64

6559

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Apr 21 2003

Customer ID
Lipscomb M-1017

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-572		M-1017	15 000 00	15 000 00
10/6/02	10/6/02	FCA6W00001		Finance Charge	614 73	15 614 73
11/3/02	11/3/02	FCB3W00001		Finance Charge	272 68	15 887 41
12/9/02	12/9/02	FCC9W00001		Finance Charge	366 35	16 253 76
12/31/02	12/31/02	FCCVW00001		Finance Charge	223 88	16 477 64
1/28/03	1/28/03	FC1SX00001		Finance Charge	290 00	16 767 64
2/25/03	2/25/03	FC2PX00001		Finance Charge	293 09	17 060 73
3/24/03	3/24/03	FC3OX00001		Finance Charge	223 26	17 283 99
4/21/03	4/21/03	FC4LX00001		Finance Charge	235 58	17 519 57
					TOTAL	17 519 57

0 - 30	31 - 60	61 - 90	Over 90 days
458 84	293 09	290 00	16 477 64

6563

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Mar 24, 2003

Customer ID
Lipscomb M-1017

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-572 ✓		M-1017	15 000 00	15 000 00
10/6/02	10/6/02	FCA6W00001		Finance Charge	614 73	15 614 73
11/3/02	11/3/02	FCB3W00001		Finance Charge	272 68	15 887 41
12/9/02	12/9/02	FCC9W00001		Finance Charge	366 35	16 253 76
12/31/02	12/31/02	FCCVW00001		Finance Charge	223 88	16 477 64
1/28/03	1/28/03	FC1SX00001		Finance Charge	290 00	16 767 64
2/25/03	2/25/03	FC2PX00001		Finance Charge	293 09	17 060 73
3/24/03	3/24/03	FC3OX00001		Finance Charge	223 26	17 283 99
					TOTAL	17 283 99

0 - 30	31 - 60	61 - 90	Over 90 days
516 35	290 00	223 88	16 253 76

6569

LETTS ASSOCIATES INC
1343 Garner Lane, Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798 4562
Fax 803 798-1678

Statement

Statement Date
Feb 25 2003

Customer ID
Lipscomb M-1017

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

ph2

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
5/20/02	6/19/02	2002-522-1	Part	M-1017	1 748 00	1 748 00
6/16/02	7/16/02	2002-553		M-1017	3 000 00	4 748 00
7/14/02	8/13/02	2002-572		M-1017	15 000 00	19 748 00
10/6/02	10/6/02	FCA6W00001		Finance Charge	614 73	20 362 73
11/3/02	11/3/02	FCB3W00001		Finance Charge	272 68	20 635 41
12/9/02	12/9/02	FCC9W00001		Finance Charge	366 35	21 001 76
12/31/02	12/31/02	FCCVW00001		Finance Charge	223 88	21 225 64
1/28/03	1/28/03	FC1SX00001		Finance Charge	290 00	21,515 64
2/25/03	2/25/03	FC2PX00001		Finance Charge	293 09	21 808 73
					TOTAL	21 808 73

0 - 30	31 - 60	61 - 90	Over 90 days
583 09	223 88	366 35	20 635 41

6548

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb M-1017M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Pls add extra's

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-564		M-1017M	227 24	227 24
8/11/02	9/10/02	2002-582		M-1017M	33 77	261 01
9/8/02	10/8/02	2002-599		M-1017M	43 60	304 61
10/6/02	10/6/02	FCA6W00002		Finance Charge	6 05	310 66
11/3/02	11/3/02	FCB3W00002		Finance Charge	3 60	314 26
11/3/02	12/3/02	2002-642		M-1017M	32 23	346 49
12/1/02	12/31/02	2002-662		M-1017M	1 400 00	1 746 49
12/9/02	12/9/02	FCC9W00002		Finance Charge	5 58	1 752 07
12/31/02	1/30/03	2002-669		M-1017M	2 591 00	4 343 07
12/31/02	12/31/02	FCCVW00002		Finance Charge	3 41	4 346 48
1/28/03	2/27/03	2002-693		M-1017	6 684 87	11,031 35
1/28/03	1/28/03	FC1SX00002		Finance Charge	4 86	11 036 21
2/25/03	3/27/03	2002-704		M-1017M	506 93	11 543 14
2/25/03	2/25/03	FC2PX00002		Finance Charge	24 24	11 567 38
3/24/03	3/24/03	FC3OX00002		Finance Charge	57 94	11 625 32
3/24/03	4/23/03	2003-727		M-1017M	1 750 00	13,375 32
4/21/03	4/21/03	FC4LX00002		Finance Charge	152 73	13 528 05
5/6/03	5/6/03	FC56X00002		Finance Charge	86 00	13 614 05
5/19/03	5/19/03	2003-757		M-1017M	50 00	13 664 05
5/19/03	5/19/03	FC5JX00002		Finance Charge	74 53	13 738 58
					TOTAL	13 738 58

0 - 30	31 - 60	61 - 90	Over 90 days
2 113 26	564 87	6 709 11	4 351 34

6589

LETTS ASSOCIATES INC
1343 Garner Lane, Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb M-1017M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-564		M-1017M	227 24	227 24
8/11/02	9/10/02	2002-582		M-1017M	33 77	261 01
9/8/02	10/8/02	2002-599		M-1017M	43 60	304 61
10/6/02	10/6/02	FCA6W00002		Finance Charge	6 05	310 66
11/3/02	11/3/02	FCB3W00002		Finance Charge	3 60	314 26
11/3/02	12/3/02	2002-642		M-1017M	32 23	346 49
12/1/02	12/31/02	2002-662		M-1017M	1 400 00	1 746 49
12/9/02	12/9/02	FCC9W00002		Finance Charge	5 58	1,752 07
12/31/02	1/30/03	2002-669		M-1017M	2 591 00	4 343 07
12/31/02	12/31/02	FCCVW00002		Finance Charge	3 41	4 346 48
1/28/03	2/27/03	2002-693		M-1017	6 684 87	11 031 35
1/28/03	1/28/03	FC1SX00002		Finance Charge	4 86	11 036 21
2/25/03	3/27/03	2002-704		M-1017M	506 93	11,543 14
2/25/03	2/25/03	FC2PX00002		Finance Charge	24 24	11 567 38
3/24/03	3/24/03	FC3OX00002		Finance Charge	57 94	11 625 32
3/24/03	4/23/03	2003-727		M-1017M	1,750 00	13,375 32
4/21/03	4/21/03	FC4LX00002		Finance Charge	152 73	13 528 05
5/6/03	5/6/03	FC56X00002		Finance Charge	86 00	13 614 05
5/19/03	5/19/03	2003-757		M-1017M	50 00	13 664 05
5/19/03	5/19/03	FC5JX00002		Finance Charge	74 53	13 738 58
					TOTAL	13 738 58

0 - 30	31 - 60	61 - 90	Over 90 days
2 113 26	564 87	6 709 11	4 351 34

6599

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Statement

Statement Date
May 6 2003

Customer ID
Lipscomb M-1017M

Voice 803 798-4562
Fax 803 798-1678

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-564		M-1017M	227 24	227 24
8/11/02	9/10/02	2002-582		M-1017M	33 77	261 01
9/8/02	10/8/02	2002-599		M-1017M	43 60	304 61
10/6/02	10/6/02	FCA6W00002		Finance Charge	6 05	310 66
11/3/02	11/3/02	FCB3W00002		Finance Charge	3 60	314 26
11/3/02	12/3/02	2002-642		M-1017M	32 23	346 49
12/1/02	12/31/02	2002-662		M-1017M	1 400 00	1 746 49
12/9/02	12/9/02	FCC9W00002		Finance Charge	5 58	1,752 07
12/31/02	1/30/03	2002-669		M-1017M	2 591 00	4 343 07
12/31/02	12/31/02	FCCVW00002		Finance Charge	3 41	4 346 48
1/28/03	2/27/03	2002-693		M-1017	6 684 87	11 031 35
1/28/03	1/28/03	FC1SX00002		Finance Charge	4 86	11 036 21
2/25/03	3/27/03	2002-704		M-1017M	506 93	11 543 14
2/25/03	2/25/03	FC2PX00002		Finance Charge	24 24	11 567 38
3/24/03	3/24/03	FC3OX00002		Finance Charge	57 94	11 625 32
3/24/03	4/23/03	2003-727		M-1017M	1 750 00	13,375 32
4/21/03	4/21/03	FC4LX00002		Finance Charge	152 73	13 528 05
5/6/03	5/6/03	FC56X00002		Finance Charge	86 00	13 614 05
					TOTAL	13 614 05

0 - 30	31 - 60	61 - 90	Over 90 days
1 988 73	564 87	6 709 11	4 351 34

6560

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Apr 21 2003

Customer ID
Lipscomb M-1017M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-564		M-1017M	227 24	227 24
8/11/02	9/10/02	2002-582		M-1017M	33 77	261 01
9/8/02	10/8/02	2002-599		M-1017M	43 60	304 61
10/6/02	10/6/02	FCA6W00002		Finance Charge	6 05	310 66
11/3/02	11/3/02	FCB3W00002		Finance Charge	3 60	314 26
11/3/02	12/3/02	2002-642		M-1017M	32 23	346 49
12/1/02	12/31/02	2002-662		M-1017M	1 400 00	1 746 49
12/9/02	12/9/02	FCC9W00002		Finance Charge	5 58	1 752 07
12/31/02	1/30/03	2002-669		M-1017M	2 591 00	4 343 07
12/31/02	12/31/02	FCCVW00002		Finance Charge	3 41	4 346 48
1/28/03	2/27/03	2002-693		M-1017	6 684 87	11 031 35
1/28/03	1/28/03	FC1SX00002		Finance Charge	4 86	11 036 21
2/25/03	3/27/03	2002-704		M-1017M	506 93	11 543 14
2/25/03	2/25/03	FC2PX00002		Finance Charge	24 24	11 567 38
3/24/03	3/24/03	FC3OX00002		Finance Charge	57 94	11 625 32
3/24/03	4/23/03	2003-727		M-1017M	1 750 00	13 375 32
4/21/03	4/21/03	FC4LX00002		Finance Charge	152 73	13 528 05
					TOTAL	13 528 05

0 - 30	31 - 60	61 - 90	Over 90 days
2 467 60	6 709 11	2 595 86	1 755 48

6564

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Mar 24, 2003

Customer ID
Lipscomb M-1017M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
7/14/02	8/13/02	2002-564		M-1017M	227 24	227 24
8/11/02	9/10/02	2002-582		M-1017M	33 77	261 01
9/8/02	10/8/02	2002-599		M-1017M	43 60	304 61
10/6/02	10/6/02	FCA6W00002		Finance Charge	6 05	310 66
11/3/02	11/3/02	FCB3W00002		Finance Charge	3 60	314 26
11/3/02	12/3/02	2002-642		M-1017M	32 23	346 49
12/1/02	12/31/02	2002-662		M-1017M	1 400 00	1 746 49
12/9/02	12/9/02	FCC9W00002		Finance Charge	5 58	1 752 07
12/31/02	1/30/03	2002-669		M-1017M	2 591 00	4 343 07
12/31/02	12/31/02	FCCVW00002		Finance Charge	3 41	4 346 48
1/28/03	2/27/03	2002-693		M-1017	6 684 87	11 031 35
1/28/03	1/28/03	FC1SX00002		Finance Charge	4 86	11 036 21
2/25/03	3/27/03	2002-704		M-1017M	506 93	11 543 14
2/25/03	2/25/03	FC2PX00002		Finance Charge	24 24	11 567 38
3/24/03	3/24/03	FC3OX00002		Finance Charge	57 94	11 625 32
3/24/03	4/23/03	2003-727		M-1017M	1 750 00	13 375 32
					TOTAL	13 375 32

0 - 30	31 - 60	61 - 90	Over 90 days
9 023 98	2 595 86	1 403 41	352 07

6570

LETTS ASSOCIATES, INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Feb 25 2003

Customer ID
Lipscomb M-1017M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia, SC 29201

PhD Expo's

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Descnpton	Amount	Balance
7/14/02	8/13/02	✓2002-564		M-1017M	227 24	227 24
8/11/02	9/10/02	✓2002-582		M-1017M	33 77	261 01
9/8/02	10/8/02	2002-599		M-1017M	43 60	304 61
10/6/02	10/6/02	FCA6W00002		Finance Charge	6 05	310 66
11/3/02	11/3/02	FCB3W00002		Finance Charge	3 60	314 26
11/3/02	12/3/02	2002-642		M-1017M	32 23	346 49
12/1/02	12/31/02	2002-662		M-1017M	1 400 00	1 746 49
12/9/02	12/9/02	FCC9W00002		Finance Charge	5 58	1 752 07
12/31/02	1/30/03	✓2002-669		M-1017M	2 591 00	4 343 07
12/31/02	12/31/02	FCCVW00002		Finance Charge	3 41	4 346 48
1/28/03	2/27/03	2002-693		M-1017	6 684 87	11 031 35
1/28/03	1/28/03	FC1SX00002		Finance Charge	4 86	11 036 21
2/25/03	3/27/03	✓2002-704		M-1017M	506 93	11 543 14
2/25/03	2/25/03	FC2PX00002		Finance Charge	24 24	11 567 38
					TOTAL	11 567 38

0 - 30	31 - 60	61 - 90	Over 90 days
9 811 90	1 403 41	37 81	314 26

6549

LETTS ASSOCIATES INC
1343 Garner Lane, Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb R-1002

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	1/28/03	FC1SX00001		Finance Charge	13 81	13 81
2/25/03	2/25/03	FC2PX00001		Finance Charge	6 90	20 71
3/24/03	3/24/03	FC3OX00003		Finance Charge	0 18	20 89
4/21/03	4/21/03	FC4LX00003		Finance Charge	0 29	21 18
5/6/03	5/6/03	FC56X00001		Finance Charge	0 15	21 33
5/19/03	5/19/03	FC5JX00003		Finance Charge	0 13	21 46
					TOTAL	21 46

0 - 30	31 - 60	61 - 90	Over 90 days
0 57	0 18	6 90	13 81

6600

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb R-1002

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Phs 4

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	1/28/03	FC1SX00001		Finance Charge	13 81	13 81
2/25/03	2/25/03	FC2PX00001		Finance Charge	6 90	20 71
3/24/03	3/24/03	FC3OX00003		Finance Charge	0 18	20 89
4/21/03	4/21/03	FC4LX00003		Finance Charge	0 29	21 18
5/6/03	5/6/03	FC56X00001		Finance Charge	0 15	21 33
5/19/03	5/19/03	FC5JX00003		Finance Charge	0 13	21 46
					TOTAL	21 46

0 - 30	31 - 60	61 - 90	Over 90 days
0 57	0 18	6 90	13 81

6591

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 6 2003

Customer ID
Lipscomb R-1002

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	1/28/03	FC1SX00001		Finance Charge	13 81	13 81
2/25/03	2/25/03	FC2PX00001		Finance Charge	6 90	20 71
3/24/03	3/24/03	FC3OX00003		Finance Charge	0 18	20 89
4/21/03	4/21/03	FC4LX00003		Finance Charge	0 29	21 18
5/6/03	5/6/03	FC56X00001		Finance Charge	0 15	21 33
					TOTAL	21 33

0 - 30	31 - 60	61 - 90	Over 90 days
0 44	0 18	6 90	13 81

6554

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Apr 21 2003

Customer ID
Lipscomb R-1002

Account Of

Steve Lipscomb
SFL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	1/28/03	FC1SX00001		Finance Charge	13 81	13 81
2/25/03	2/25/03	FC2PX00001		Finance Charge	6 90	20 71
3/24/03	3/24/03	FC3OX00003		Finance Charge	0 18	20 89
4/21/03	4/21/03	FC4LX00003		Finance Charge	0 29	21 18
					TOTAL	21 18

0 - 30	31 - 60	61 - 90	Over 90 days
0 47	6 90	13 81	0 00

Please attend to this payment as soon as possible

6565

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Mar 24 2003

Customer ID
Lipscomb R-1002

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	1/28/03	FC1SX00001		Finance Charge	13 81	13 81
2/25/03	2/25/03	FC2PX00001		Finance Charge	6 90	20 71
3/24/03	3/24/03	FC3OX00003		Finance Charge	0 18	20 89
				TOTAL		20 89

0 - 30	31 - 60	61 - 90	Over 90 days
7 08	13 81	0 00	0 00

Please attend to this payment as soon as possible

6573

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Feb 25 2003

Customer ID
Lipscomb R-1002

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Ph 4

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
11/3/02	12/3/02	2002-646		R-1002	500 00	500 00
1/28/03	1/28/03	FC1SX00001		Finance Charge	13 81	513 81
2/25/03	2/25/03	FC2PX00001		Finance Charge	6 90	520 71
				TOTAL		520 71

0 - 30	31 - 60	61 - 90	Over 90 days
20 71	0 00	500 00	0 00

Please attend to this payment as soon as possible

6551

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia, SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb R-1002M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
11/3/02	11/3/02	FCB3W00001		Finance Charge	2 03	2 03
12/9/02	12/9/02	FCC9W00001	2002	Finance Charge	7 09	9 12
12/31/02	12/31/02	FCCVW00001		Finance Charge	4 46	13 58
1/28/03	1/28/03	FC1SX00002		Finance Charge	16 34	29 92
2/25/03	2/25/03	FC2PX00002		Finance Charge	13 93	43 85
3/24/03	4/23/03	2003-718		R-1002M	518 00	561 85
3/24/03	3/24/03	FC3OX00004		Finance Charge	0 40	562 25
4/21/03	4/21/03	FC4LX00004		Finance Charge	0 61	562 86
5/6/03	5/6/03	FC56X00002		Finance Charge	0 33	563 19
5/19/03	5/19/03	FC5JX00004		Finance Charge	0 28	563 47
					TOTAL	563 47

0 - 30	31 - 60	61 - 90	Over 90 days
519 22	0 40	13 93	29 92

6601

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb R-1002M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Phs 4 Extra's

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
11/3/02	11/3/02	FCB3WO0001		Finance Charge	2 03	2 03
12/9/02	12/9/02	FCC9WO0001		Finance Charge	7 09	9 12
12/31/02	12/31/02	FCCVWO0001		Finance Charge	4 46	13 58
1/28/03	1/28/03	FC1SXO0002		Finance Charge	16 34	29 92
2/25/03	2/25/03	FC2PXO0002		Finance Charge	13 93	43 85
3/24/03	4/23/03	2003-718		R-1002M	518 00	561 85
3/24/03	3/24/03	FC3OXO0004		Finance Charge	0 40	562 25
4/21/03	4/21/03	FC4LXO0004		Finance Charge	0 61	562 86
5/6/03	5/6/03	FC56XO0002		Finance Charge	0 33	563 19
5/19/03	5/19/03	FC5JXO0004		Finance Charge	0 28	563 47
				TOTAL		563 47

0 - 30	31 - 60	61 - 90	Over 90 days
519 22	0 40	13 93	29 92

6593

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 6 2003

Customer ID
Lipscomb R-1002M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
11/3/02	11/3/02	FCB3W00001		Finance Charge	2 03	2 03
12/9/02	12/9/02	FCC9W00001		Finance Charge	7 09	9 12
12/31/02	12/31/02	FCCVW00001		Finance Charge	4 46	13 58
1/28/03	1/28/03	FC1SX00002		Finance Charge	16 34	29 92
2/25/03	2/25/03	FC2PX00002		Finance Charge	13 93	43 85
3/24/03	4/23/03	2003-718		R-1002M	518 00	561 85
3/24/03	3/24/03	FC30X00004		Finance Charge	0 40	562 25
4/21/03	4/21/03	FC4LX00004		Finance Charge	0 61	562 86
5/6/03	5/6/03	FC56X00002		Finance Charge	0 33	563 19
					TOTAL	563 19

0 - 30	31 - 60	61 - 90	Over 90 days
518 94	0 40	13 93	29 92

6555

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Apr 21 2003

Customer ID
Lipscomb R-1002M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
11/3/02	11/3/02	FCB3W00001		Finance Charge	2 03	2 03
12/9/02	12/9/02	FCC9W00001		Finance Charge	7 09	9 12
12/31/02	12/31/02	FCCVW00001		Finance Charge	4 46	13 58
1/28/03	1/28/03	FC1SX00002		Finance Charge	16 34	29 92
2/25/03	2/25/03	FC2PX00002		Finance Charge	13 93	43 85
3/24/03	4/23/03	2003-718		R-1002M	518 00	561 85
3/24/03	3/24/03	FC3OX00004		Finance Charge	0 40	562 25
4/21/03	4/21/03	FC4LX00004		Finance Charge	0 61	562 86
					TOTAL	562 86

0 - 30	31 - 60	61 - 90	Over 90 days
519 01	13 93	16 34	13 58

6566

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Mar 24 2003

Customer ID
Lipscomb R-1002M

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
11/3/02	11/3/02	FCB3W00001		Finance Charge	2 03	2 03
12/9/02	12/9/02	FCC9W00001		Finance Charge	7 09	9 12
12/31/02	12/31/02	FCCVW00001		Finance Charge	4 46	13 58
1/28/03	1/28/03	FC1SX00002		Finance Charge	16 34	29 92
2/25/03	2/25/03	FC2PX00002		Finance Charge	13 93	43 85
3/24/03	4/23/03	2003-718		R-1002M	518 00	561 85
3/24/03	3/24/03	FC3OX00004		Finance Charge	0 40	562 25
				TOTAL		562 25

0 - 30	31 - 60	61 - 90	Over 90 days
532 33	16 34	4 46	9 12

6574

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Feb 25 2003

Customer ID
Lipscomb R-1002M

Account Of:

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Ph 4 Extra's

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
8/11/02	9/10/02	2002-583		R-1002M	76 29	76 29
9/8/02	10/8/02	2002-600		R-1002M	118 53	194 82
10/6/02	11/5/02	✓2002-618		R-1002M	214 30	409 12
11/3/02	11/3/02	FCB3W00001		Finance Charge	2 03	411 15
12/1/02	12/31/02	2002-658		R-1002M	586 09	997 24
12/9/02	12/9/02	FCC9W00001		Finance Charge	7 09	1,004 33
12/31/02	1/30/03	✓2002-670		R-1002M	150 00	1 154 33
12/31/02	12/31/02	FCCVW00001		Finance Charge	4 46	1 158 79
1/28/03	2/27/03	2002-684		R-1002M	442 75	1,601 54
1/28/03	1/28/03	FC1SX00002		Finance Charge	16 34	1,617 88
2/25/03	3/27/03	✓2002-705		R-1002M	181 20	1 799 08
2/25/03	2/25/03	FC2PX00002		Finance Charge	13 93	1 813 01
					TOTAL	1 813 01

0 - 30	31 - 60	61 - 90	Over 90 days
804 22	590 55	7 09	411 15

6553

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb/L-1012

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia, SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	2/27/03	2002-695		L-1012	1 000 00	1,000 00
4/21/03	4/21/03	FC4LX00001		Finance Charge	26 14	1 026 14
5/6/03	5/6/03	FC56X00001		Finance Charge	7 40	1 033 54
5/19/03	5/19/03	FC5JX00005		Finance Charge	6 41	1 039 95
					TOTAL	1 039 95

0 - 30	31 - 60	61 - 90	Over 90 days
39 95	0 00	1 000 00	0 00

Please attend to this payment as soon as possible

6602

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia, SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 19 2003

Customer ID
Lipscomb/L-1012

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Future Development

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	2/27/03	2002-695		L-1012	1 000 00	1 000 00
4/21/03	4/21/03	FC4LX00001		Finance Charge	26 14	1 026 14
5/6/03	5/6/03	FC56X00001		Finance Charge	7 40	1 033 54
5/19/03	5/19/03	FC5JX00005		Finance Charge	6 41	1 039 95
					TOTAL	1 039 95

0 - 30	31 - 60	61 - 90	Over 90 days
39 95	0 00	1 000 00	0 00

Please attend to this payment as soon as possible

6595

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
May 6 2003

Customer ID
Lipscomb/L-1012

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	2/27/03	2002-695		L-1012	1 000 00	1 000 00
4/21/03	4/21/03	FC4LX00001		Finance Charge	26 14	1 026 14
5/6/03	5/6/03	FC56X00001		Finance Charge	7 40	1,033 54
					TOTAL	1 033 54

0 - 30	31 - 60	61 - 90	Over 90 days
33 54	0 00	1 000 00	0 00

Please attend to this payment as soon as possible

6558

LETTS ASSOCIATES INC
1343 Garner Lane Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Apr 21 2003

Customer ID
Lipscomb/L-1012

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	2/27/03	2002-695		L-1012	1 000 00	1 000 00
4/21/03	4/21/03	FC4LX00001		Finance Charge	26 14	1 026 14
					TOTAL	1 026 14

0 - 30	31 - 60	61 - 90	Over 90 days
26 14	1 000 00	0 00	0 00

Please attend to this payment as soon as possible

6567

LETTS ASSOCIATES INC
1343 Garner Lane, Suite 200
P O BOX 212327
Columbia SC 29221-2327

Voice 803 798-4562
Fax 803 798-1678

Statement

Statement Date
Mar 24 2003

Customer ID
Lipscomb/L-1012

Account Of

Steve Lipscomb
SEL Properties
925 Brookwood Drive
Columbia SC 29201

Amount Enclosed
$ _____

Date	Date Due	Reference	Paid	Description	Amount	Balance
1/28/03	2/27/03	2002-695		L-1012	1 000 00	1 000 00
					TOTAL	1 000 00

0 - 30	31 - 60	61 - 90	Over 90 days
1 000 00	0 00	0 00	0 00

You may have forgotten this bill Thanks for your attention

6568

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

521

67 119/539

Pay to the Order of K&L Contracting LLC

5/12/2005

K&L Contracting LLC

Exactly
Twenty Two Thousand and 00/100
*** ** **** *** ** ****** ** ** ** ** **
Dollars

$ 22 000 00

Memo Loan

Stephen Earl Parris

Record of Payment Check 521 Payee K&L Contracting LLC
5/12/2005
22 000 00

CRC NBSC 5401 Loan $**22 000 00

Record of Payment Check 521 Payee K&L Contracting, LLC
5/12/2005
22 000 00

CRC NBSC 5401 Loan 7752 $**22 000 00

Record of Payment **Check 521** **Payee K&L Contracting LLC**

5/12/2005

22 000 00

CRC NBSC 5401 **Loan** **$ 22 000 00**

7751

K & L Contracting LLC

P O Box 11641
Columbia SC 29211 1641

Invoice

Date	Invoice #
11/15/2004	175

Bill To	Ship To
Courtyards at Rolling Creek PO Box 11641 Columbia, SC 29211 1641	Courtyards at Rolling Creek PO Box 11641 Columbia, SC 29211 1641

P O Number	Terms	Rep	Ship	Via	F O B	Project
			11/15/2004			

Quantity	Item Code	Description	Price Each	Amount
1	6200 FENCING	FENCING	5 141 33	5 141 33

COGS Lot 13 CKC

POSTED
BY DATE

PLAINTIFF'S EXHIBIT 131B

PENGAD 800-631-6989

Total $5 141 33

7738

Divorce from
Eduardo Moreno
there prob was
not money to
pay this so
K+L Pd
for Lot 13CRC
Buck fence

K & L Contracting, LLC

P O Box 11641
Columbia SC 29211-1641

Invoice

Date	Invoice #
12/23/2005	538

Bill To
Courtyards at Rolling Creek PO Box 11641 Columbia, SC 29211 1641

P O No	Terms	Project

Quantity	Description	Rate	Amount
	EQUIPMENT FOR CLEARING LOTS 41 & 42	40 79	40 79

ENTERED

PLAINTIFF'S EXHIBIT 131 D

PENGAD 800-631-6989

Total $40 79

7726

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

535

Pay to the Order of Lewis Babcock & Hawkins

6/6/2005

Lewis Babcock & Hawkins

Exactly
Eight Hundred Eighty Five and 00/100 ***
** ** ** *** **** ***
* Dollars

$ 885 00

Memo 33902

Stephen Ed Lipsey

Record of Payment Check 535 Payee Lewis Babcock & Hawkins
6/6/2005

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
5/27/2005	Bill	33902	885 00	885 00		885 00
				Check Amount		885 00

CRC NBS $ 885 00

Record of Payment Check 535 Payee Lewis, Babcock & Hawkins
6/6/2005

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
5/27/2005	Bill	33902	885 00	885 00		885 00
				Check Amount		885 00

PLAINTIFF'S EXHIBIT 132 tabbies

7771

CRC NBSC 5401 33902 $**885 00

© COPYRIGHT 1997 CHECKMAGIC TO REORDER CALL 800-394 9367 WWW CHECKMAGIC COM FORM NO B 1

Record of Payment **Check 535** **Payee Lewis Babcock & Hawkins**

6/6/2005

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
5/27/2005	Bill	33902	885 00	885 00		885 00
				Check Amount		885 00

CRC NBSC 5401 **33902** **$ 885 00**

7770

Lewis Babcock & Hawkins, LLP
1513 Hampton Street
Columbia South Carolina 29201

Ph 803 771-8000 Fax 803 733-3534

SEL Properties
Attn Mr Steve Lipscomb
Post Office Box 11641
Columbia, SC 29211

May 27 2005
File # 03358
Invoice # 33902

RE SEL Properties/Steve Lipscomb Re The Courtyard at Rolling Creek
Hourly

DATE	DESCRIPTION	
Mar-17 05	Document Letter Review	ACL
Apr-07-05	Document Letter Review Lis Pendens	ACL
Apr-07-05	Document, Letter Review subpoenas	ACL
Apr 08-05	Document Letter Review Bowers ltr/Reply to CC	ACL
Apr 08-05	Document Preparation	ACL
Apr-12-05	Research Document Preparation	BRT
Apr-12-05	Document Preparation also Telephone - Clerk's Office re Third Lis Pendens	VMN
Apr-14-05	Letter Document Letter Review	BRT
Apr-14-05	Multiple	VMN
Apr-15-05	Research , Document Letter Review Letter	BRT
Apr-20 05	Preparation	ACL
Apr-20-05	Document Preparation Document, Letter Review	BRT
Apr-21-05	Document Preparation	VMN

7772

Apr-27-05	Document Preparation			VMN
	Totals	7 80	$860 00	

FEE SUMMARY

Lawyer	Hours	Billing Rate	Amount
A Camden Lewis	2 30	$500 00	$0 00
Brady R Thomas	3 50	$200 00	$700 00
V Marian Nettles	2 00	$80 00	$160 00
Total Fee for Time			**$860 00**

DISBURSEMENTS

Apr 20 05	Motion to Quash Lis Pendens	25 00	
	Totals	$25 00	
	Total Fees & Disbursements		**$885 00**
	Balance Forward		1,357 50
	Payments Since Last Billing		1 357 50
	BALANCE NOW DUE		**$885 00**

7773

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

459

Pay to the Order of Lewis Babcock & Hawkins

10/27/2004

Lewis Babcock & Hawkins

Exactly
One Hundred Forty Two and 50/100 **
Dollars

$ 142.50

Memo Inv#32418

Stephen Ed Lipscomb

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. NO IMAGE SEAL WITH HEAT.

⑈00459⑈ ⑆053901198⑆ 044563925401⑈

Record of Payment **Check 459** **Payee Lewis Babcock & Hawkins**

10/27/2004

Date	Type	Reference	Orginal Amt.	Balance Due	Discount	Payment
05/20/2004	Bill	Inv#32418	142.50	142.50		142.50
					Check Amount	142.50

Inv#32418 $**142.50

Record of Payment **Check 459** **Payee Lewis, Babcock & Hawkins**

10/27/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
05/20/2004	Bill	Inv#32418	142.50	142.50		142.50
					Check Amount	142.50

6044

Inv#32418 $**142.50*

CRC NBSC 5401
SAFEGUARD

Lewis Babcock & Hawkins, LLP
1513 Hampton Street
Columbia, South Carolina 29201

6-6

Ph 803 771-8000 Fax 803-733-3534

SEL Properties
Attn Mr Steve Lipscomb
Post Office Box 11641
Columbia SC 29211

May 20 2004
File # 03358
Invoice # 32418

RE SEL Properties/Steve Lipscomb Re The Courtyard at Rolling Creek
Hourly

DATE	DESCRIPTION	HOURS	AMOUNT	
Mar 25-04	Document Letter Review	0 20	$57 00	KMB
Apr-05-04	Letter Conference	0 30	$85 50	KMB
	Totals	0 50	$142 50	
	Total Fees & Disbursements			**$142.50**
	BALANCE NOW DUE			**$142.50**

6045

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

608

67 119/539

Pay to the Order of Lewis Babcock & Hawkins

12/5/2005

Lewis Babcock & Hawkins

Exactly
One Thousand Six Hundred and 00/100
** ** ** ** ** ** ******
Dollars

$ 1 600 00

Memo Inv 34521 File 03358

Record of Payment **Check 608** **Payee Lewis Babcock & Hawkins**

12/5/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/16/2005	Bill	34521	1 600 00	1 600 00		1 600 00
					Check Amount	1 600 00

CRC NBSC 5401 $**1 600 00

Record of Payment **Check 608** **Payee Lewis, Babcock & Hawkins**

12/5/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/16/2005	Bill	34521	1 600 00	1 600 00		1 600 00
					Check Amount	1 600

CRC NBSC 5401 Inv 34521 File 03358 **7775** $ 1 600 00

SAFEGUARD

Record of Payment **Check 608** **Payee Lewis Babcock & Hawkins**

12/5/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/16/2005	Bill	34521	1 600 00	1 600 00		1 600 00
					Check Amount	1 600 00

CRC N

$ 1 600 00

7774

Lewis Babcock & Hawkins, LLP
1513 Hampton Street
Columbia South Carolina 29201

Ph 803-771-8000 Fax 803-733 3534

SEL Properties
Attn Mr Steve Lipscomb
Post Office Box 11641
Columbia, SC 29211

November 16 2005
File # 03358
Invoice # 34521

RE SEL Properties/Steve Lipscomb Re The Courtyard at Rolling Creek
Hourly

DATE	DESCRIPTION
Oct 03-05	Document Letter Review
Oct 03-05	Document Letter Review Research
Oct 03 05	Update file organization , Conference KMB, BRT re status and handling
Oct 04 05	Document, Letter Review and Conference
Oct 06-05	Research
Oct-07-05	E-mail and conference
Oct 13-05	Document, Letter Review , Discovery
Oct 13-05	Letter

	Totals	$1,600 00
	Total Fees & Disbursements	**$1,600 00**
	Balance Forward	2 706 00
	Payments Since Last Billing	2 706 00
	BALANCE NOW DUE	**$1,600 00**

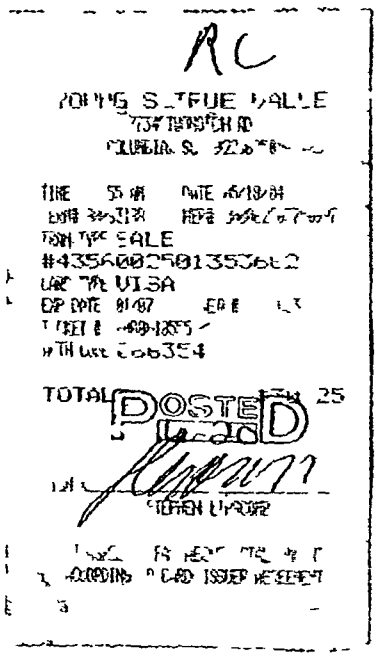
7776

Receipts			
Date	**Where**	**For**	**Amount**
1/3/2004	Hess Express 3117 Beltline Blvd	3 625 gal gas	5 00
1/4/2004	Ace Hardware Blythewood	Hacksaw blade	3 24
1/5/2004	Pitt Stop 9401 Wilson Blvd	2 865 gal gas	4 01
1/5/2004	City Food Mart 6132 North Main	3 603 gal gas cigs & grocery	7 08
2/13/2004	Pitt Stop 7460 Two Notch Rd	3 271 gal gas	5 00
3/6/2004	Dollar General 619 Beltline Blvd	Tide snacks candy cards toothpaste and drinks	26 78
4/6/2004	N Main St	7 262 gal gas	14 41
4/23/2004	Corner Pantry 1605 Beltline Blvd	11 132 gal gas	20 03
4/26/2004	Pitt Stop 4452 Devine St	20 609 gal gas	5 40
5/1/2004	Carquest Farrow Rd #1302	Carb CLR20 oz Aero	2 61
5/5/2004	Pitt Stop Blythewood SC	1 874 gal gas	3 00
5/18/2004	Young's True Value 7734 Two Notch Rd		30 25
5/19/2004	Pitt Stop Blythewood SC	2 103 gal gas	3 99
5/21/2004	Pitt Stop Blythewood SC	4 625 gal gas	10 73
5/23/2004	Dollar Tree	17 items	17 85
11/26/2004	Charlotte International Airport	Parking for 3 days	16 00
11/27/2004	Fred 6420 Garners Ferry	various personal items	38 30
11/27/2004	Sherwin Williams 2529 Forest Dr	11oz Acry Ltx Clk	11 26
11/27/2004	Big Lots	electrical	46 04
11/29/2004	Lake Murray Hdwr 1323 Dutch Fork Rd	Fasteners	3 52
12/8/2004	Hilton s Power Equip	Service on Walker-Rider mower	225 19
12/8/2004	Carolina Honda 901 Buckner Rd	Honda Trx250	294 97
12/8/2004	USPS Five Points	37c Flag PSA	37 00
12/13/2004	Tosco	21 oz graphite	1 25

PLAINTIFF'S EXHIBIT 133

1/5/2005	Pitt Stop 9102 Farrow Rd	3 deli	2 44
1/9/2005	Staples 4464 Devine St	2005 Wkly Ref	9 95
1/22/2005	Pope Davis Tire	Toyota Avalon	23 25
1/30/2005	Advance Auto Parts 4731 Devine St	2001 Toyota Sequoia	82 22
1/30/2005	Pitt Stop 4452 Devine St	20 766 gal gas	35 90
2/1/2005	Jiffy Lube 1139 Knox Abbot Dr	Toyota Avalon	30 79
2/1/2005	FedEx Kinko s Atlanta GA	4 oversize 24 X 36	12 39
2/1/2005	FedEx Kinko s Atlanta GA	Passport photo	10 45
Unknown	Waffle House	Meal	18 26
Total			**1,058 56**

R.C

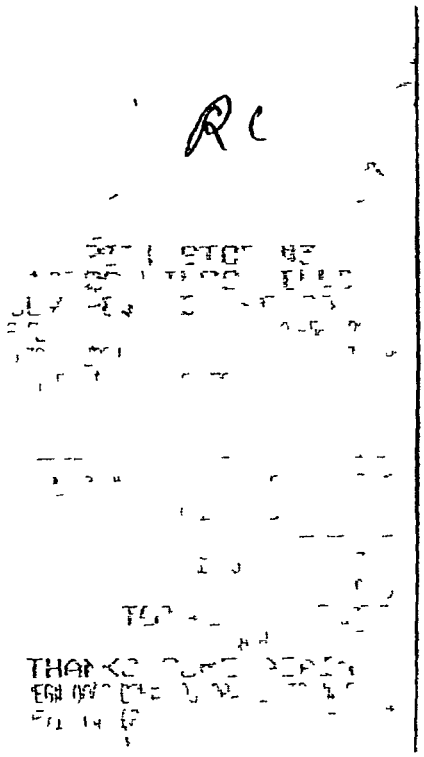


RC

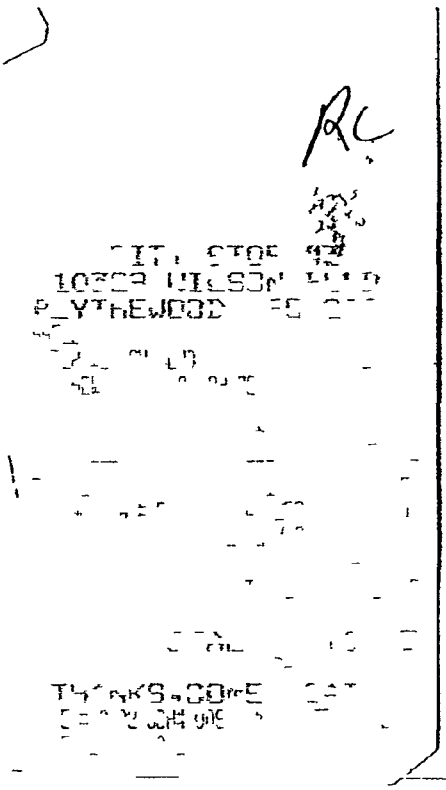
TOTAL POSTED PAID 25

5932

0003313



5933



RC

DOLLAR
TREE
#00430

WHERE
EVERYTHING S
1 00

QUANTITY 2
@ 1 00
33 QUANTITY 2 00
@ 1 00
1 00 QUANTITY 4 00
QUANTITY 5
@ 00
@ 00
@ 1 00
QUANTITY @ 00
17 ITEMS
85
TOTAL 17.85
196 00
CHANGE 82 15

1 10PM

5935

0003316

RC

FITT STOP #3
10328 WILSON BLVD
BLYTHEWOOD, SC 29016

TOTAL 3.05

THANKS-COME AGAIN

5936

Pope•Davis
TIRE and SERVICE CENTERS

● QUALITY ○ SERVICE ● HONESTY

1227 Rosewood Dr
Columb a, SC 29201
803 771 4637
M F 7 30-5 30
(Across From Fairgrounds)

1531 Taylor St.
Columbia, SC 29201
803 799 4660
M F 7 30-5 30
(Corner Taylor/Pickens)

1155 Lake Murray Blvd
Irmo SC 29063
803 407 7687
M F 7 30-6 30 Sat. 8 00-4 00
(Between I 26 & St Andrews Rd.)

INVOICE #367762

CUSTOMER NUMBER	REFERENCE NUMBER
ORDER DATE	INVOICE DATE

W

CUSTOMER
AMERICAN AMUSEMENT
706 HOPE FERRY RD,
LEXINGTON, SC 29072

TIME

TIME PROMISED

L

PHONE
HOME
WORK 254 0110 EXT SB SPENCER ROBERTSON TX Y CT C COD X IWS RT

EMPLOYEE	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENSION
MC/TC						
	1	1433	MOUNT RR	15 00		15 00
	1	1410	BALANCE	8 25		8 25

Comments

A 1 1/2% service charge will be added to the unpaid balance monthly. This is an annual percentage rate of 18 percent.

SUB-TOTAL 23 25

Sales Tax 0 00

7854

THIS INVOICE DUE 10th OF MONTH FOLLOWING DATE OF PURCHASE

PAY THIS AMOUNT

Terms

Account#	Due Date	Amount

Mis TENDERED		CHANGE	0 00
Cash or Check #	CASH	$	23 25
Credit Card		$	0 00
Invoice Balance	0	$	0 00

Page 1 of 1

Visit us at www.popedavistire.com

X

Thank You

All Claims and Returned Goods MUST Be Accompanied By This Bill. This is the only invoice you will receive. DO NOT DESTROY. I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

All warranties on this product (or products) are those of the manufacturers. The seller, Pope-Davis Tire Co. Inc., hereby expressly disclaims all warranties either express or implied including any implied warranty of merchantability or fitness for particular purpose and Pope-Davis Tires either assumes nor authorizes any other person to assume for it any liability in connection with the sale of any parts. This disclaimer in no way effects the provisions of the manufacturers warranties.

CUSTOMER

0003319

7853

HILTON'S POWER EQUIP
5933 TWO NOTCH ROAD
COLUMBIA, S C 29223
(803) 786-5472

SOLD TO
SEL PROPERTIES, LLC
P O BOX 11641
COLUMBIA, S C 29211-1641

SHIP TO
SEL PROPERTIES, LLC
P O BOX 11641
COLUMBIA, S C 29211-1641

548403

THANK YOU FOR YOUR BUSINESS

10:16:34 PAGE 2 OF 2

ACCT NO.	DATE	INVOICE NO.	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION
2548403	12/08/04	153048	004/008	1		0040700-2328

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	UNIT	EXT	AMOUNT
					CHANGED ENGINE OIL AND FILTER, ADJUSTED STEERING TRACKING AND LUBRICATED LINKAGE ON STEERING			
6	0			STI07813198008	1 GALLON MIX OIL		0 95	5 70

CASH

CASH SALE 0

REC'D BY _____

SUB TOTAL ----)	109 70
MISC ----- -)	0 00
LABOR ---------)	110 00
TAX 5 000 ---)	5 49
INVOICE TOTAL-)	225.19

IMPORTANT NOTICE

It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the **HIGHEST PREVAILING RATE.** All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical ... ll of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty ... ility in connection with the ... le of this item/items.

RC

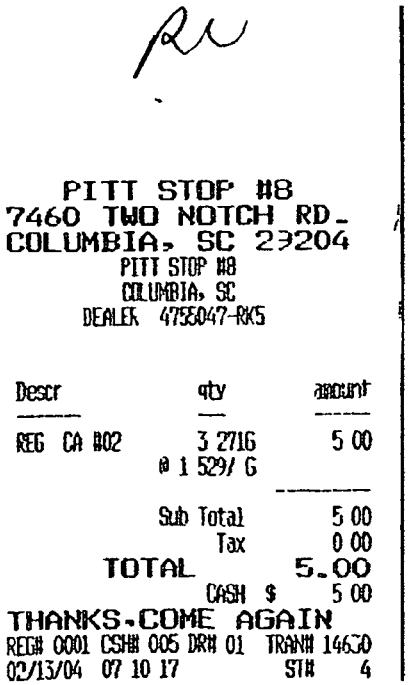
DOLLAR GENERAL STORE #
619 BELTLINE BLVD
COLUMBIA SC 29205

TIDE W BLEACH 80 OZ	5 00 S
037000361516 1	
TIDE CLEN BRE? 125 O	8 [illegible] S
037000415985 1	
WHITE CHEDDAR POPCOR	1 00 S
028293184600-1	
LD OATMEAL PIE 9CT	1 [illegible]
024300042126 1	
STRAWBERRY TWIST	1 00 S
022224006644 1	
SNICKERS 10 PACK	1 [illegible]
040000021025 1	
SNICKERS 10 PACK	1 00 S
040000021025 1	
REESE S PB CUP 10 PK	1 [illegible] S
034000485008 1	
2 1 00 GREETING CARD	[illegible]
084269220003	
2 1 00 GREETING CARD	1 S
084269220010 3	
2 1 00 GREETING CARD	0 50 S
084269220003 3	
2 1 00 GREETING CARD	0 50 S
084269220003 3	
CREST CAVITY PROTECT	1 [illegible]
037000416432 0	
CREST CAVITY PROTECT	1 00 S
037000416432 0	
C V PEPPERMINT TIN	
072976700024 1	
RED GRAPEFRUIT DRINK	1 50 S
074390651609 1	
SUBTOTAL	$75 [illegible]
STATE TAX	$1 [illegible]
TOTAL	$1 [illegible]
CASH	[illegible]
CHANGE	$1 [illegible]

ITEMS 16
2004-03-06 15 53 41 9458 07 [illegible]

TIME IS MONEY
SAVE BOTH AT DOLLAR GENERAL

5970



PITT STOP #8
7460 TWO NOTCH RD.
COLUMBIA, SC 29204
PITT STOP #8
COLUMBIA, SC
DEALER 4755047-RK5

Descr	qty	amount
REG CA #02	3.2716 @ 1.529/ G	5.00
	Sub Total	5.00
	Tax	0.00
TOTAL		5.00
	CASH $	5.00

THANKS-COME AGAIN
REG# 0001 CSH# 005 DRW 01 TRAN# 14650
02/13/04 07:10:17 ST# 4

5968

YOU LL FIND IT AT CARQUEST™

CARQUEST AUTO PARTS

CARQUEST FARROW RD #1302
CALL 419-1062
REMIT TO PO BOX 551329
CHARLOTTE NC 28265-1329
ACCT INQ 1-800-524-3610

RC

ANY PART RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT — SEE CARQUEST STORE FOR DETAILS OF THIS COAST TO COAST GUARANTEE.

BILL TO: THANK YOU
WE APPRECIATE YOUR BUSINESS
COME AGAIN 00000

SHIP TO: THANK YOU
FOR SHOPPING
CARQUEST AUTO PARTS

1 OF 1

INVOICE NO.	CUSTOMER NO.	DATE	CUST P.O. NO.	JOB	SHIP VIA	TERMS
837677	1	05/01/04		0 2		SALE-CASH

MFG. PART NUMBER	ORDERED	SHIPPED	B.O.	LIST PRICE	NET	NET CORE	EXT. AMOUNT	
CCM 1037	1	1	0	4 030	2 490		2 49	T
CARB CLR20 OZ AERO				* Sale* reg $	2 687			

3/8

FREIGHT	SHOP	CORE COST	TAXABLE AMT	SALES TAX		SUB TOTAL
0 00	0 00	0 00	2 49	0 12	0 00	2 61
				4 03		

09:22 A RECEIVED BY X — LIST TOTAL ▶ 2 61 — PAY THIS AMOUNT ▶ 2 61

5952

R.G

PITT STOP #30
4452 DEVINE ST
COLUMBIA, SC 29205

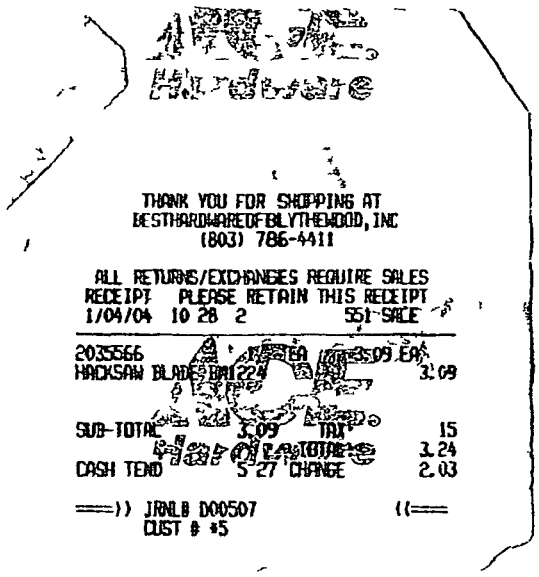
HESF4061F2 PITT STOP #30
4452 DEVINE ST COLUMBIA SC

Descr	qty	amount
UNLD CA #08	20 4096	34 40
	@ 1 679/ G	
Prepay Fuel		-40 00
	Sub Total	-5 40
	Tax	0 00
TOTAL		**-5.40**
	CASH $	-5 40

THANKS-COME AGAIN

REG# 0001 CSH# 010 DR# 01 TRAN# 4740
04/26/04 16 30 19 STH 30

5950



THANK YOU FOR SHOPPING AT
BESTHARDWAREOFBLYTHEWOOD,INC
(803) 786-4411

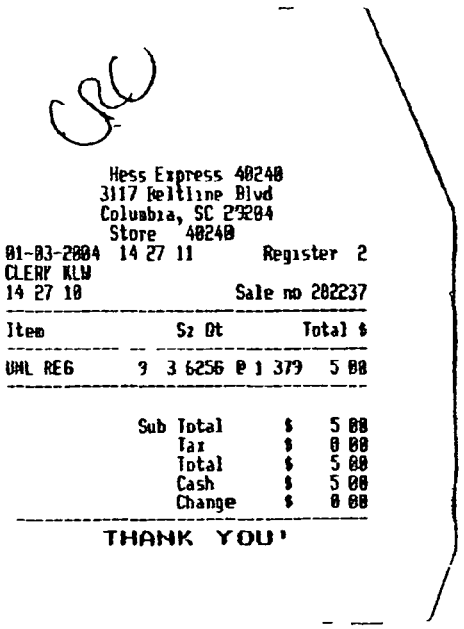
ALL RETURNS/EXCHANGES REQUIRE SALES
RECEIPT PLEASE RETAIN THIS RECEIPT
1/04/04 10 28 2 551 SALE

2035666 EA 3.09 EA
HACKSAW BLADE BI1224 3.09

SUB-TOTAL 3.09 TAX .15
TOTAL 3.24
CASH TEND 5.27 CHANGE 2.03

==)) JRNL# D00507 ((==
CUST # *5

5979



Hess Express 40240
3117 Beltline Blvd
Columbia, SC 29204
Store 40240

01-03-2004 14 27 11 Register 2
CLERK KLW
14 27 10 Sale no 202237

Item	Sz Qt	Total $
UNL REG	9 3 6256 @ 1 379	5 00

Sub Total	$	5 00
Tax	$	0 00
Total	$	5 00
Cash	$	5 00
Change	$	0 00

THANK YOU!

5978

TOSCO
P O BOX 9979
COLUMBIA SC 29290

TOSCO
P O BOX 9979
COLUMBIA SC 29290

SHIP/TRANSFER NUMBER	SHIP/TR/INVOICE NUMBER
1028504-0000-01	1028504-0000-01

CASH

BILL TO CASH CUSTOMER

SHIP TO CASH CUSTOMER

CUSTOMER P O NO 12/13/04 15 00 48

CUSTOMER P O NO 12/13/04 15 00 48

ORDER ACKNOWLEDGEMENT ORDER ACKNOWLEDGEMENT ORDER ACKNOWLEDGEM

SHIP/TR/INVOICE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P O. NUMBER	DATE
1028504 0000-01	100	12/13/04	151	12/13/04 15.00.48	

INSTRUCTIONS	FRT	PAGE NO
	B	1

QUANTITY ORDERED	B O /RET	SHIPPED	DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
				THANK YOU FOR YOUR BUSINESS www aceretailer com/tosco			
1		1		11 10718 GRAPHITE, 21 OZ TUBE 12/C	EA	1 19	1 19

7858

CODE EXPLANATION

* STATE TAX APPLICABLE
# FED/OTHER TAX APPLICABLE
+ STATE & FEDERAL TAX APPL
B BALANCE BACK ORDERED
C CONSIDER COMPLETE
D DIRECT SHIPMENT
F FACTORY MINIMUM RETURNED CYL

FREIGHT IN	FREIGHT OUT

SUB TOTAL	1 19
MISC CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED/OTHER TAX	0 00
STATE TAX	0 06
PAYMENT REC'D	0 00

TOTAL AMOUNT DUE 1 25

PACKING LIST

jiffy lube®

Signature

DATE
INVOICE NO
TRANSACTION NO
EMPLOYEES

CUSTOMER INFORMATION	VEHICLE INFORMATION
	YEAR MAKE MODEL ENGINE LICENSE PLATE ALTERNATE ID MILEAGE

FLEETS

SERVICE HISTORY

DATE	MILEAGE	SERVICES

SERVICE CHECKLIST	
Change Oil	CHANGED
Change Oil Filter	CHANGED
Check Air Filter	REC RPL
• Check Wiper Blades	OK
• Vacuum Floors	COMPLETED
• Wash Exterior Windows	COMPLETED
* Additional Services Performed as Needed	
Lubricate Chassis	SEALED
Transmission/Transaxle Fluid Level	OK
Differential Fluid Level	N/A
Power Steering Fluid Level	OK
Windshield Washer Fluid Level	ADDED
Battery Water Level	MAINT FREE
Tire Pressure	F32 R32
BREATHER ELEMENT	N/A
PCV VALVE	OK
CHECK BRAKE FLUID LEVEL	LEVEL OK
OIL LEVEL PRIOR TO SERVICE	1/2 QT LOW

DESCRIPTION	QTY	PRICE
SIGNATURE SERVICE	1	29.99
OIL FILTER #	1	0.00
5W-30 OIL	5	0.00

GROSS SALES	29.99
NET SALES	29.99
PARTS	15.99
LABOR	14.00
STATE TAX	0.80
TOTAL	30.79
CASH	31.00
CHANGE	0.21

SERVICE COMMENTS

QUALITY INSPECTION BY: STEVE STEVENS
RECOMMEND FUEL INJECTOR RUN
RECOMMEND AIR HOSE FILTER
TRANSMISSION FAP
MILES
SPEC

MESSAGES

Recommend next service on May 02, 2005 at 73,605 miles.

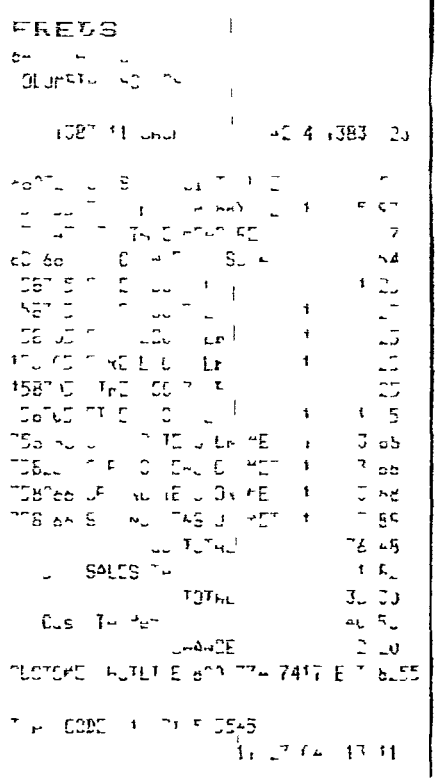
7856

AUTHORIZED & RECEIVED BY

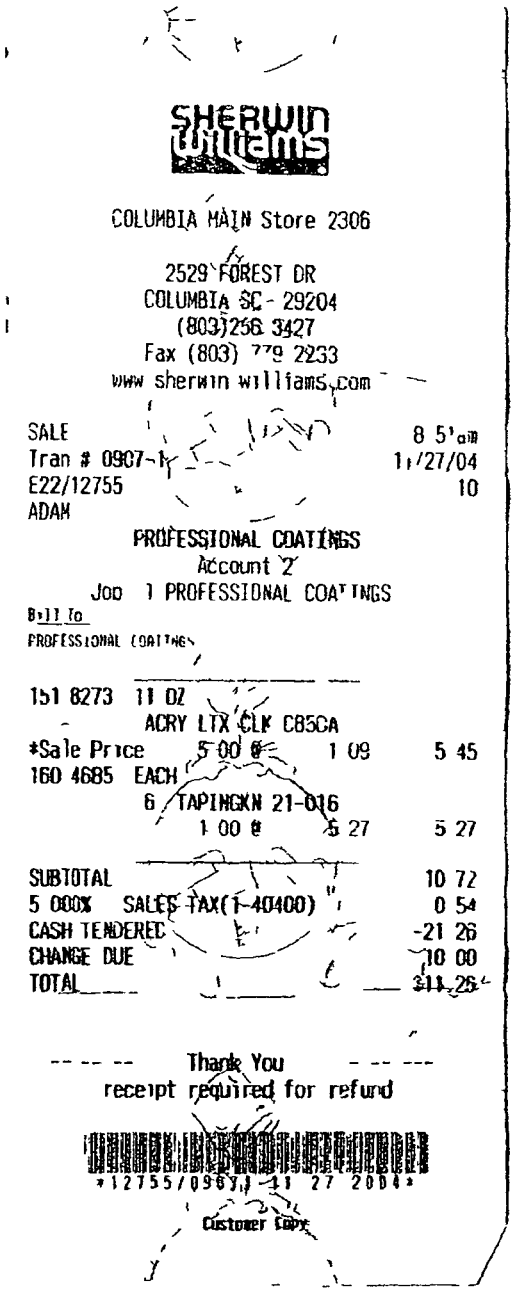
Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with th issuer

166875

© Jiffy Lube International, Inc
All Rights Reserved.
FORM JL100P 2



7848



SHERWIN WILLIAMS

COLUMBIA MAIN Store 2306

2529 FOREST DR
COLUMBIA SC - 29204
(803)256 3427
Fax (803) 779 2233
www sherwin williams com

SALE 8 5'am
Tran # 0907-1 11/27/04
E22/12755 10
ADAM

PROFESSIONAL COATINGS
Account 2
Job 1 PROFESSIONAL COATINGS
Bill To
PROFESSIONAL COATINGS

151 8273 11 OZ
ACRY LTX CLR C85CA
*Sale Price 5 00 @ 1 09 5 45
160 4685 EACH
6 TAPINGKN 21-016
1 00 @ 5 27 5 27

SUBTOTAL 10 72
5 000% SALES TAX(1-40400) 0 54
CASH TENDERED -21 26
CHANGE DUE 10 00
TOTAL $11 26

Thank You
receipt required for refund

12755/0907-11 27 2004

Customer Copy

7849

PITT STOP #21
9102 FARROW RD.
COLUMBIA, SC 29203
PITT STOP #21
COLUMBIA, SC
DEALER 4227427-YYO

Descr	qty	amount
<CUSTOMER COPY		
2 DELI	1	0 50
2 DELI	2	1 78
Sub Total		2 28
Tax		0 16
TOTAL		2.44
CREDIT $		2 44

LIPSCOMB/STEPHEN E
ACCT/CARD # XXXXXXXXXXXX0167 016
AUTH # 055112
INVOICE # YJD0741

THANKS, COME AGAIN
REG# 0001 CSH# 008 DR# 01 TRN# 18968
01/05/05 14 48 43 ST# 21

7851

Advance Auto Parts

We're ready to help

Store # 07601
(803) 787-1177
4731 DEVINE ST
COLUMBIA SC 29209
1/30/2005 12:08:20 PE: 03
Cashier: Brian H

ITEM	QTY	PRICE	
2130001	1	$64.94	$
AUTOCRAFT TITANIUM 24F6			
37 MO FREE REPL 34 MO PRO			
2001 Toyota Sequoia			
4 L 3.4L F/I 2UZFE			
No Merch 1 $ $			
SB SC BATTERY TAX			

Reason

	$ .88
	$8.98 $8.98
Sub Total	$ 8.80
Tax @ 5.00	$3.92
Total	$82.2
Cash Payment	83.
CHANGE DUE	.36

Scan to RETURN items

X7454370JSE- 3

Transaction # 6998

Visit us at www.advanc
RECEIPT REQ FOR NO
WARRANTY INFORMATION
CUSTOMER COP

7852

CAROLINA HONDA
301 BUCHNER RD

COLUMBIA, SC 29203

S
O
L
D
T
O

SC 29205

S
H
I
P
T
O

SC 29203

803 782 9000
803-413-3937

Part Number	Description	Qty Del	Qty S/O	Price	Extension

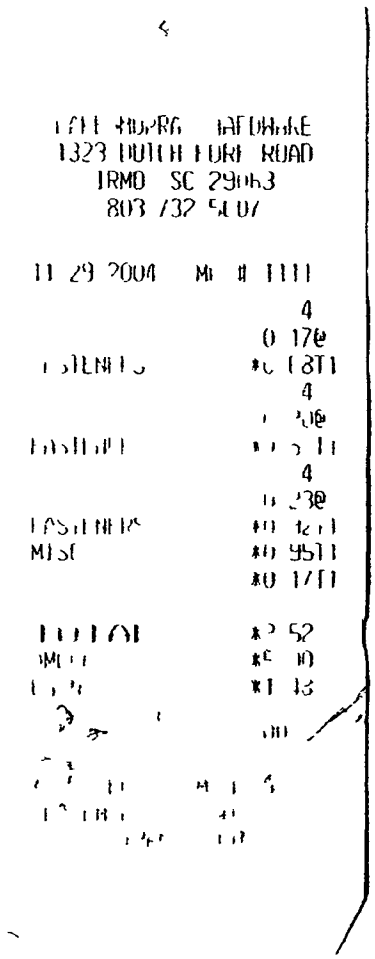
P/O No 5521

W/O NUMBER 19951 PHONE NUMBER 803 51 -393 /06/04
**MAKE HO MODEL XR50 YEAR ODOMETER D FEET **
**SERIAL NUMBER 478E2100XA211574 MOTOR NUMBER **
**TIME AND LABOR RATES ARE BASED ON AN HOURLY RATE OF 69 00
** UNIT DOES NOT RUN (IT'S BEEN SITTING FOR ABOUT 6 MONTHS **
(* CHARGE BATTERY (LOAD TEST) IF BATTERY IS GOOD ADD 1 HR TO NUMBER **
** SERVICE UNIT # 9 **
(* CLEAN AIR **
** **
* PERFORMED SERVICE AS OUTLINED IN THE SERVICE MANUAL **
** PERFORMED 1 HOUR LATE CLEAN **
** CHARGED BATTERY AND LOAD TESTED BATTERY INDICATED WEAK PUT STILL HAD **
** (1 ON THE GREEN DIAL CHECKED CHARGING SYSTEM (12.7V AT IDLE, **
** 14 .5 AT 3000 RPM) **
** (ATV NEEDS NEW TIRE NEW BRAKE CABLES) **

HON4(0) 12000	WA (10MM	1.00	00	1 00	1 30
H00/0208-00P0	OIL OZ)	1.40	50	3 05	3.05
H0980(0)-0801(	3 FLG (INCASED 7)	1.00	.00	2 35	1 95
H0980 37 A141 0L	GEN OIL 10W40 DRUM	5 50	00	3 85	13.48
EFEE	SC OIL EXCISE TAX	2 50	00	0	.07
ECOL	WASTE OIL DISPOSAL	3 50	00	1	53
SUPP	SHOP SUPPLIES	1 00	00	5 60	5 00
LB	RETAIL LABOR RATE	3.90	03	69 00	269 20

SubTotal		293 58
Tax	**7855**	1 39
Total Due		294.97
CASH Tendered		300 00
Change		5 03

RETURN AND EXCHANGE POLICY. MUST HAVE THIS RECEIPT
BE MADE WITHIN 10 DAYS OF PURCHASE-SUBJECT TO 20% RE-
STOCK FEE NOT AVAILABLE ON SPECIAL ORDERS OR ANY ELEC
TRICAL ITEMS THANK YOU FOR YOUR BUSINESS
Phone 803-252-3301
Invoice 19970 Date 12/00/04 Time 00 00 PM 30 ALE



7840

FIVE POINTS STATION
COLUMBIA South Carolina
292051641
4518030205 0097
12/08/2004 (803)799 0701 12 50 01 PM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
37c Flag PSA Coil/100	1	$37 00	$37 00
Total			$37 00

Paid by
Cash $100 00
Change Due $63 00

Order stamps at USPS com/shop or call 1 800 Stamp24 Go to USPS com/clicknship to print shipping labels with postage For other information call 1 800 ASK USPS
Bill# 1000301392048
Clerk 13

— All sales final on stamps and postage —
Refunds for guaranteed services only
Thank you for your business
Customer Copy

7841

STAPLES

that was easy

Low prices Every item Every day
110% Price-Match Guaranteed
4464 DEVINE STREET
COLUMBIA SC 29205
(803) 787-5916

SALE 251690 3 001 35395
0391 01/09/05 11 07

QTY SKU		OUR PRICE
1	**DR 2005 WALY REF	
	089138965405	9 48
	SUBTOTAL	9 48
	Standard Tax 5.00%	0 47
TOTAL		$9 95
	CASH	50 00
	Cash Change	40 05

TOTAL ITEMS 1

Compare and Save
with Staples-brand products

THANK YOU FOR SHOPPING AT STAPLES

0391010905353950 1

7845

PITT STOP #20
9401 WILSON BLVD
COLUMBIA, SC 29203

PITT STOP #20
COLUMBIA, SC
DEALER- 4227468-YMJ

Descr	qty	amount
UNLD CA 002	2 0656 @ 1 399/ G	4.01
	Sub Total	4 01
	Tax	0 00
TOTAL		4.01
	CASH $	4 01

THANKS, COME AGAIN

REG# 0001 CSH# 003 DRW 01 TRAN# 11907
01/05/04 07-24:59 STR 20

5980

1 05/04 17 ??
GROCERY $0 99T
BEER $1 29T
AGE 21 VERIFIED

??? FOOD MART
617? ?ORTH M? ?
COLA SC 29207

?? # 99999999

??/??/?? ?
PUMP? UNL PLUS ??
GA LOC? ? ??
@ $1 389 ?/G
FUEL $5

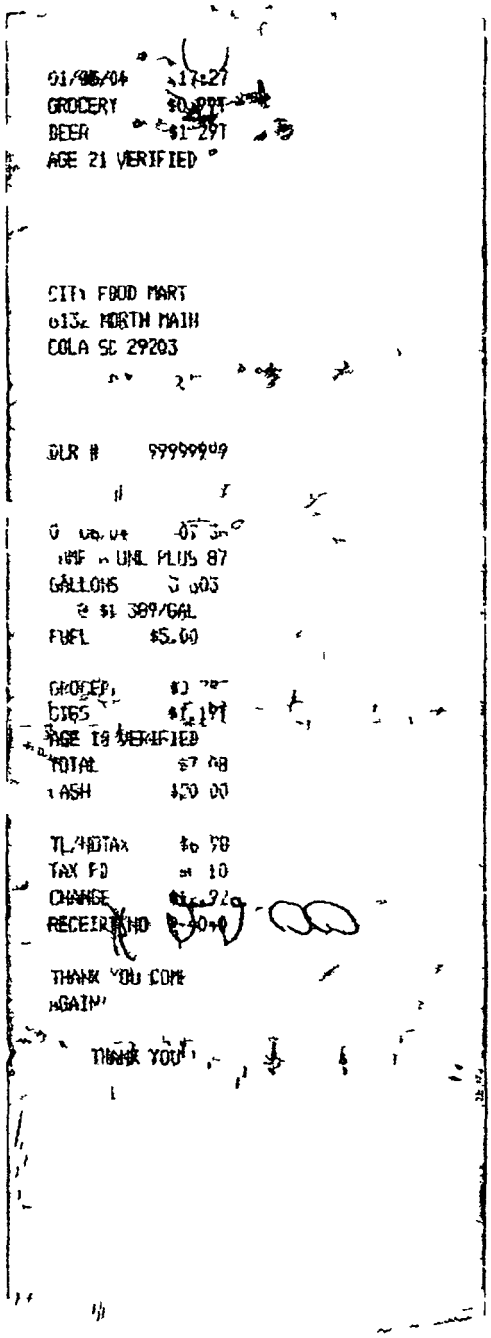
?ROCERY $1 ??T
DIES $1 ?0T
AGE ?? VERIFI? ?
TOTAL ? 8
CA?H $?? ?

? ?TAX ?
?AX ID ??
CHANGE $? ?
RECEIPT NO 2 A04?

THANK YOU COME
AGAIN!!

THANK YOU

5981



01/06/04 17:27
GROCERY $0.99T
BEER $1.29T
AGE 21 VERIFIED

CITY FOOD MART
6132 NORTH MAIN
COLA SC 29203

DLR # 99999909

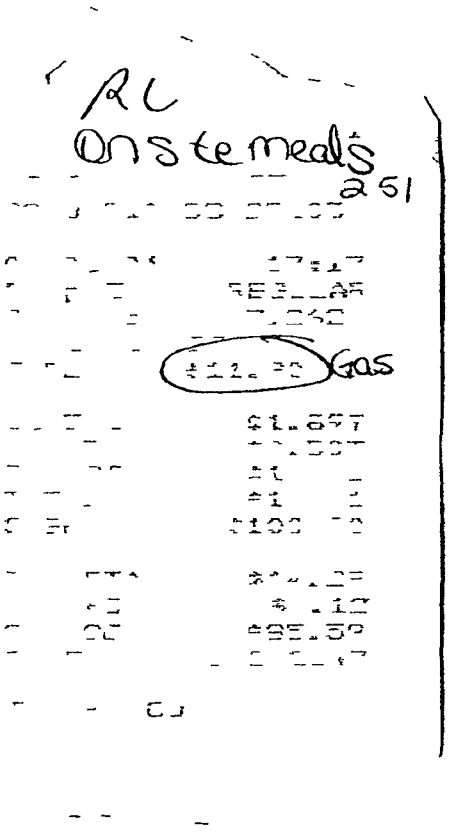
UNLEADED 05.3G
REG # UNL PLUS 87
GALLONS 5.005
@ $1.389/GAL
FUEL $5.00

GROCERY $0.99
BEER $1.29
AGE 18 VERIFIED
TOTAL $7.28
CASH $20.00

TL/MDTAX $0.98
TAX ID # 10
CHANGE $12.72
RECEIPT REQUIRED

THANK YOU COME
AGAIN

THANK YOU



5985

BIG LOTS
Store #1012
Columbia SC

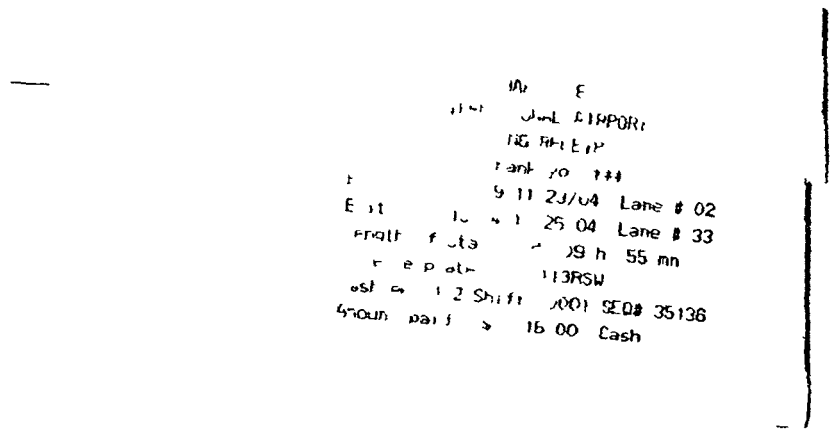
[illegible] No: 2704
[illegible] Cshr88
[illegible]

[illegible]
TOOLS $4 99
[illegible]
[illegible] $2 99
[illegible]
[illegible] $[illegible]
[illegible]
20@ 98
ELECTRICAL $5 9@
[illegible]
20@ 98
ELECTRICAL $7 [illegible]
[illegible]
2@1 48
ELECTRICAL $2 96
HOSE $4 85
SC 5 % $2 04
3C05000[illegible] $0 15

TTL $4@ 04
CASH $@0 05
CHANGE $14 0[illegible]

Please come again!
Store #1012
Phone 8@3-77@-82[illegible]

7838



7839

WAFFLE HOUSE®
GOOD FOOD FAST™

THANK YOU!

TOTAL 19.26

7837

PITT STOP #30
4452 DEVINE ST
COLUMBIA, SC 29205

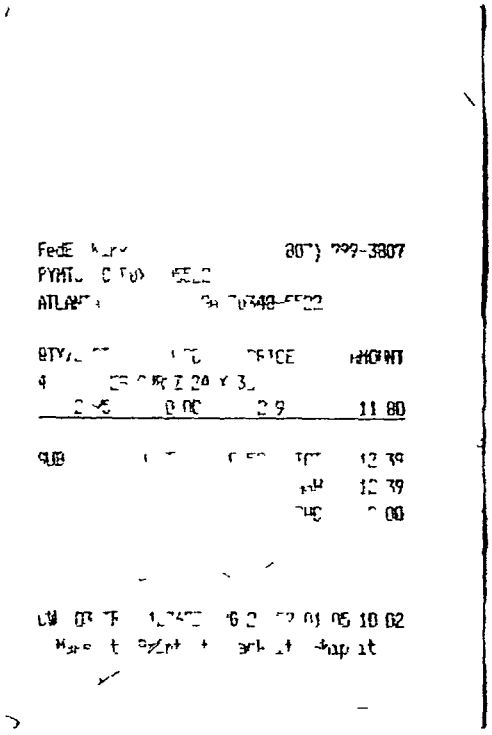
HESF406162 PITT STOP #30
4452 DEVINE ST COLUMBIA SC

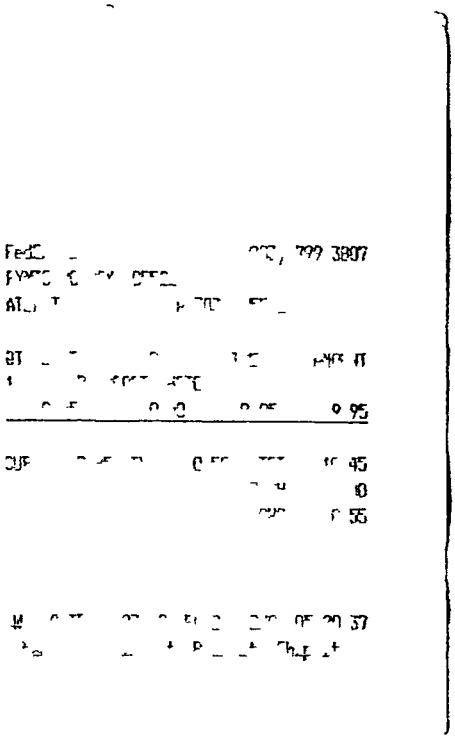
Descr	qty	amount
UNLD CA #01	20 7666	35 90
	@ 1 729/ G	
Sub Total		35 90
Tax		0 00
TOTAL		**35.90**
CASH	$	40 00
Change	$	-4 10

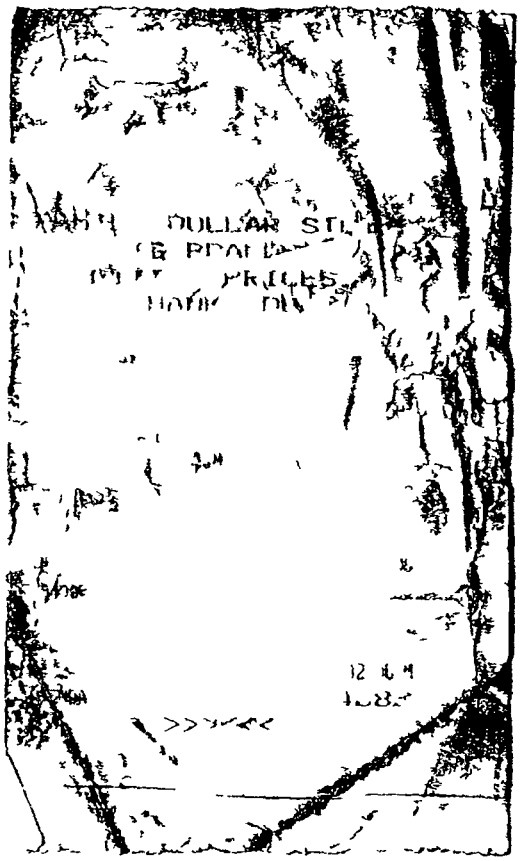
THANKS, COME AGAIN

REG# 0001 CSH# 007 DR# 01 TRAN# 10321
01/30/05 14 29 43 ST# 30

7847







5983

L E E Inc (dba) American Amusement

P O Box 11641
Columbia SC 29211-1641

Invoice

Date	Invoice #
2/19/2004	314979

Bill To
Courtyards at Rolling Creek LLC 925 Brookwood Drive PO Box 11641 Columbia, SC 29211 1641

220

P O No	Terms	Project

Quantity	Description	Rate	Amount
	PR Dated 02/06/04	50 00	50 00
	Valan Shealy	66 62	66 62
	Auto Expense	29 01	29 01
	PR Dated 02/20/04	50 00	50 00
	Total Reimbursable Expenses		195 63
		5 00%	0 00
		Total	$195 63

PLAINTIFF'S EXHIBIT 134

6034

SEL Properties LLC

P O Box 11641
Columbia SC 29211 1641

Invoice

Date	Invoice #
11/1/2003	1028

Bill To

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

P O No	Terms	Project

Quantity	Description	Rate	Amount
	John Deere Equipment for November 2003	97 34	97 34

PLAINTIFF'S EXHIBIT 135

Total $97 34

7159

SEL Properties, LLC

P O Box 11641
Columbia SC 29211-1641

Invoice

Date	Invoice #
12/1/2003	1029

PAID

Bill To

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

P O No	Terms	Project

Quantity	Description	Rate	Amount
	John Deere Equipment for December 2003	97 34	97 34
		Total	$97 34

7160 2

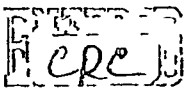
SEL Properties LLC

1338 Main St STE 1200
P O Box 1164
Columbia SC 29211

Invoice

Date	Invoice #
8/11/2003	1010

Bill To
Courtyards at Rolling Creek LLC 925 Brookwood Drive PO Box 11641 Columbia SC 29211 1641



P O No	Terms	Project

Quantity	Description	Rate	Amount
	John Deere equipment	97 34	97 34
		Total	$97 34

6341 3

SEL Properties, LLC

P O Box 11641
Columbia SC 29211-1641

Invoice

Date	Invoice #
8/11/2003	1010

Bill To

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

P O No	Terms	Project

Quantity	Description	Rate	Amount
	John Deere equipment	97 34	97 34
		Total	$97 34

7078 4

SEL Properties LLC

1338 Main St STE 1200
P O Box 1164
Columbia SC 29211

Invoice

Date	Invoice #
7/31/2003	1003

Bill To
Courtyards at Rolling Creek LLC 925 Brookwood Drive PO Box 11641 Columbia SC 29211 1641

Here

P O No	Terms	Project

Quantity	Description	Rate	Amount
	Trailer	433 12	433 12
	Walker 20 HP Mower	2,329 77	2 329 77
	John Deere Tractor	97 34	97 34
	Fork Lift Attachment	261 19	261 19
	John Deere Tractor	97 34	97 34
	Total Reimbursable Expenses		3,218 76
		Total	$3,218.76

6342 5

SEL Properties LLC

P O Box 11641
Columbia, SC 29211-1641

Invoice

Date	Invoice #
7/31/2003	1003

Bill To

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

P O No	Terms	Project

Quantity	Description	Rate	Amount
	Trailer	433 12	433 12
	Walker 20 HP Mower	2,329 77	2 329 77
	John Deere Tractor	97.34	97 34
	Fork Lift Attachment	261 19	261 19
	John Deere Tractor	97 34	97 34
	Total Reimbursable Expenses		3 218 76
		Total	$3,218 76

7077

THIS ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

601

67 119/539

Pay to the Order of SEL Properties LLC

11/18/2005

SEL Properties LLC

Exactly
Two Thousand Nine Hundred Twenty Nine and 10/100** ********** ***
Dollars

$ 2 929 10

Memo Dingo Payments Aug Dec for Spence Irrigation

Stephen Earl Phipps

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK TOUCH OR PRESS HERE CHEMICALLY IMAGE DISAPPEARS WITH HEAT

Record of Payment **Check 601** **Payee SEL Properties LLC**

11/18/2005

Pay Spence Irrigation Invoice # s 1097 1098 1099 11 2 929 10

CRC NBSC 5401 Dingo Payments Aug Dec for Spence Irrigation $ 2 929 10

Record of Payment **Check 601** **Payee SEL Properties, LLC**

11/18/2005

Pay Spence Irrigation Invo ce # s 1097 1098 1099 11 2,929 10

8034

CRC NBSC 5401 Dingo Payments Aug Dec for Spence Irrigation $ 2 929 10

SAFEGUARD

0003355

Record of Payment **Check 601** **Payee SEL Properties LLC**

11/18/2005

Pay Spence Irrigation Invoice #'s 1097 1098 1099 11 2 929 10

CRC NBSC 5401 Dingo Payments Aug Dec for Spence Irrigation $ 2 929 10

8033 8

SEL Properties, LLC

PO Box 11641
Columbia, SC 29211-1641
803-786-9584

Invoice

1097

Customer

Name	Ron Spence					Date	8/1/2005
Address	101 Savanah Branch Trail					Due	8/20/2005
City	Irmo	State	SC	ZIP	29063		
Phone							

Date	Description	Lot #	TOTAL
	Principal Dingo		$423 30
	Interest Dingo		$129 33
	Insurance - Dingo		$33 19

Payment Details

Cash	
Check	
Date Paid	

SubTotal	$585 82
TOTAL	$585 82

Please send payment to address shown above

Thank you for your business!

8063 9

0003357

SEL Properties, LLC

PO Box 11641
Columbia, SC 29211-1641
803-786-9584

Invoice

1098

Customer

Name	Ron Spence					Date	9/1/2005
Address	101 Savanah Branch Trail					Due	9/20/2005
City	Irmo	State	SC	ZIP	29063		
Phone							

Date	Description	Lot #	TOTAL
	Principal Dingo		$423 30
	Interest Dingo		$129 33
	Insurance Dingo		$33 19

Payment Details

Cash	
Check	
Date Paid	

SubTotal	$585 82
TOTAL	$585 82

Please send payment to address shown above

Thank you for your business!

10

8064

0003358

SEL Properties, LLC

PO Box 11641
Columbia, SC 29211-1641
803-786-9584

Invoice

1099

Customer

Name	Ron Spence				Date	10/1/2005
Address	101 Savanah Branch Trail				Due	10/20/2005
City	Irmo	State	SC	ZIP 29063		
Phone						

Date	Description	Lot #	TOTAL
	Principal Dingo		$423 30
	Interest Dingo		$129 33
	Insurance Dingo		$33 19

Payment Details

Cash	
Check	
Date Paid	

SubTotal	$585 82
TOTAL	$585 82

Please send payment to address shown above

Thank you for your business!

8065

SEL Properties, LLC

PO Box 11641
Columbia, SC 29211-1641
803-786-9584

Invoice

1100

Customer

Name	Ron Spence					Date	11/1/2005
Address	101 Savanah Branch Trail					Due	11/20/2005
City	Irmo	State	SC	ZIP	29063		
Phone							

Date	Description	Lot #	TOTAL
	Principal Dingo		$423 30
	Interest Dingo		$129 33
	Insurance - Dingo		$33 19

Payment Details

Cash	
Check	
Date Paid	

SubTotal	$585 82
TOTAL	$585 82

Please send payment to address shown above

Thank you for your business!

8066 12

0003360

SEL Properties, LLC

PO Box 11641
Columbia SC 29211-1641
803-786-9584

Invoice

1101

Customer

Name	Ron Spence			Date	12/1/2005
Address	101 Savanah Branch Trail			Due	12/20/2005
City	Irmo	State	SC ZIP 29063		
Phone					

Date	Description	Lot #	TOTAL
	Principal Dingo		$423 30
	Interest Dingo		$129 33
	Insurance - Dingo		$33 19

Payment Details

Cash	
Check	
Date Paid	

SubTotal	$585 82
TOTAL	$585 82

Please send payment to address shown above

Thank you for your business!

8067 13

ORIGINAL DOCUMENT PRINTED ON RED, WHITE & BLUE PAPER WITH BLUE VERTICAL LINES ON BACK

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

488

67 119/539

Pay to the Order of Lipscomb Stephen E

2/9/2005

Lipscomb Stephen E
3911 Kilbourne Rd
Columbia SC 29205

Exactly
Nine Hundred Eight and 35/100 ** ** **** *** ********
**** ** ** ** ** * ****** ***** **********
Dollars

$ 908 35

Stephen Earl Lipscomb

Memo Re-Imbursement

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈00488⑈ ⑆053901198⑆ 044563925401⑈

Record of Payment **Check 488** **Payee Lipscomb, Stephen E**

2/9/2005

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
02/09/2005	Bill	Re Imbursement	908 35	908 35		908 35
					Check Amount	908 35

CRC NBSC 5401 Re-Imbursement $* 908 35*

Record of Payment **Check 488** **Payee Lipscomb, Stephen E**

2/9/2005

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
02/09/2005	Bill	Re-Imbursement	908 35	908 35		908 35
					Check Amount	908 35

CRC NBSC 5401 Re Imbursement 7836 $ 908 35

DEDHAM MA SYSTEM CK#508

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254-8403

National Bank of South Carolina
Columbia, SC 29201

358

Pay to the Order of CASH

3/8/2004

Exactly

CASH

Three Hundred Twenty Five and 64/100 Dollars **********

$***325 64

Memo Cash Tickets

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. SIGNED IMAGE DISAPPEARS WITH HEAT.

Record of Payment

Check 358

CASH

Courtyards at Rolling Creek, LLC

3/8/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
03/08/2004	Bill	Cash Tickets	325 64	325 64		325 64
					Check Amount	325 64

NBSC (5401) Cash Tickets 325 64

Record of Payment

Check 358

CASH

Courtyards at Rolling Creek, LLC

3/8/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
03/08/2004	Bill	Cash Tickets	325 64	325 64		325 64
					Check Amount	325 64

5973

NBSC (5401) Cash Tickets 325 64

Cash & Misc Checks			
Date	**Check #**	**Memo**	**Amount**
1/9/2004	339	Tractor repairs and Gas	86 22
2/16/2004	345	Cash Tickets for David Sunders Gas	49 67
2/16/2004	346	Casual Labor	126 00
2/25/2004	349	Casual Labor	168 00
3/3/2004	355	Casual Labor	91 00
3/8/2004	358	Cash Tickets	325 64
3/8/2004	357	Casual Labor	266 00
3/23/2004	368	Casual Labor	189 00
3/31/2004	370	Casual Labor	42 00
4/13/2004	378	City of Columbia-Water	13 19
4/13/2004	377	Cash Receipts	14 41
5/6/2004	387	Cash Tickets	63 73
5/6/2004	388	Casual Labor - Oliver Mission Keeping Grounds	1080 00
5/14/2004	398	Casual Labor - Grounds Maint	484 50
5/18/2004	390	Casual Labor	306 00
5/24/2004	397	Grounds Maint-Cut Grass	405 00
5/31/2004	401	Casual Labor	306 00
6/7/2004	406	Casual Labor	306 00
6/11/2004	414	Cash Tickets	65 82
6/21/2004	413	Casual Labor	382 50
7/1/2004	417	Larry Cooke-Closing lot 43 CRC	50 00
7/7/2004	2277	Landscaping Labor	229 50
7/7/2004	418	Casual Labor	459 00
7/10/2004	423	Casual Labor	688 50
7/10/2004	426	Cash Tickets	135 85
TOTAL			**6333 53**

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254-8403

National Bank of South Carolina
Columbia, SC 29201

345

Pay to the Order of CASH

2/16/2004

CASH

Exactly
Forty Nine and 67/100 Dollars**********

$***49 67*

Stephen Eldridge

Memo Cash Tickegs for David Sunders Gas

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS

Record of Payment

Check 345

CASH

Courtyards at Rolling Creek, LLC

2/16/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
02/16/2004	Bill	Cash Tickets 4 David	49 67	49 67		49 67
					Check Amount	49 67

SEE K+L # 1760

NBSC (5401) Cash Tickegs for David Sunders Gas 49 67

Record of Payment

Check 345

CASH

Courtyards at Rolling Creek, LLC

2/16/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
02/16/2004	Bill	Cash Tickets 4 David	49 67	49 67		49 67
					Check Amount	49 67

SEE K+L

5974

NBSC (5401) Cash Tickegs for David Sunders Gas 49 67

Safeguard

07 116539

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803-254-8403

National Bank of South Carolina
Columbia, SC 29201

346

Pay to the Order of CASH

2/16/2004

Exactly
CASH — One Hundred Twenty-Six and 00/100 Dollars — $***126 00*

Memo Casual Labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

Record of Payment — Check 346 — **Courtyards at Rolling Creek, LLC**
CASH — 2/16/2004 — 126 00

SEE -KAL

NBSC (5401) Casual Labor 126 00

Record of Payment — Check 346 — **Courtyards at Rolling Creek, LLC**
CASH — 2/16/2004 — 126 00

5975

NBSC (5401) Casual Labor 126 00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

07 119539

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254-8403

National Bank of South Carolina
Columbia SC 29201

339

Pay to the Order of CASH

1/9/2004

Exactly

CASH

Eighty-Six and 22/100 Dollars**********

$***86 22*

Memo Tractor and Gas

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

Record of Payment

Check 339

Courtyards at Rolling Creek, LLC

CASH

1/9/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
01/09/2004	Bill	Tractor Repairs/Gas	86 22	86 22		86 22
					Check Amount	86.22

NBSC (5401) Tractor and Gas 86 22

Record of Payment

Check 339

Courtyards at Rolling Creek, LLC

CASH

1/9/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
01/09/2004	Bill	Tractor Repairs/Gas	86 22	86 22		86.22
					Check Amount	86.22

5977

NBSC (5401) Tractor and Gas 86 22

Safeguard

Record of Payment Check 339 **Courtyards at Rolling Creek, LLC**

CASH 1/9/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
01/09/2004	Bill	Tractor Repairs/Gas	86 22	86 22		86 22
					Check Amount	86 22

NBSC (>401) Tractor and Gas 86 22

Deluxe

5976

87 118539

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank of South Carolina
Columbia, SC 29201

349

Pay to the Order of CASH

2/25/2004

Exactly
CASH | One Hundred Sixty-Eight and 00/100 Dollars********** | $ **168 00

Memo Casual labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

Record of Payment
CASH

Check 349

Courtyards at Rolling Creek, LLC
2/25/2004
168 00

NBSC (5401) Casual labor 168 00

Record of Payment
CASH

Check 349

Courtyards at Rolling Creek, LLC
2/25/2004
168 00

5966

NBSC (5401) Casual labor 168 00

Safeguard

87 119/539

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank of South Carolina
Columbia SC 29201

355

Pay to the Order of CASH

3/3/2004

CASH

Exactly
Ninety One and 00/100 Dollars

$ **91 00

Memo Casual Labor

Stephen Earl Boone

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH AT ADDRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈000355⑈ ⑆053901198⑆04456392540⑆

Record of Payment

CASH

Check 355

Courtyards at Rolling Creek, LLC

3/3/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
03/03/2004	Bill	Casual Labor	91 00	91 00		91 00
					Check Amount	91 00

NBSC (5401) Casual Labor 91 00

Record of Payment

CASH

Check 355

Courtyards at Rolling Creek, LLC

3/3/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
03/03/2004	Bill	Casual Labor	91 00	91 00		91 00
					Check Amount	91 00

NBSC (5401) Casual Labor 91 00

5964

Safeguard LITHO USA SFSL M C0/S0/1 (2/01)

ORIGINAL DOCUMENT PRINTED ON CHEMICAL ETCH PAPER WITH MICRO PRINTING IN THE BORDER AND BACKGROUND

67 110/539

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254-8403

368

National Bank Of South Carolina
Columbia, SC 29201

Pay to the Order of CASH

3/23/2004

CASH

Exactly
One Hundred Eighty-Nine And 00/100 **********
Dollars

$ **189 00

Memo Casual Labor

Stephen Earl Lyons

THIS DOCUMENT CONTAINS SENSITIVE INK. TOUCH CONTRAST SHEET. REDIMAGE AI SAPHEAL SWITCHEAT

Record of Payment
CASH

Check 368

Courtyards At Rolling Creek, LLC
3/23/2004
189 00

NBSC (5401) Casual Labor 189 00

Record of Payment
CASH

Check 368

Courtyards At Rolling Creek, LLC
3/23/2004
189 00

5961

NBSC (5401) Casual Labor 189 00

ORIGINAL DOCUMENT PRINTED ON SECURITY PAPER WITH A CHEMICAL WATERMARK - DO NOT ACCEPT WITHOUT VISIBLE WATERMARK

87 119536

Courtyards at Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank of South Carolina
Columbia SC 29201

357

Pay to the Order of CASH

3/8/2004

Exactly
CASH — Two Hundred Sixty Six and 00/100 Dollars — $ **266 00*

Memo Casual Labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH AREA TO SEE IMAGE DISAPPEARS WITH HEAT

Record of Payment

Check 357

Courtyards at Rolling Creek, LLC

CASH

3/8/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
03/08/2004	Bill	Casual Labor	266 00	266 00		266 00
					Check Amount	266 00

NBSC (5401) Casual Labor 266 00

Record of Payment

Check 357

Courtyards at Rolling Creek, LLC

CASH

3/8/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
03/08/2004	Bill	Casual Labor	266 00	266 00		266 00
					Check Amount	266 00

5962

NBSC (5401) Casual Labor 266 00

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbi SC 29201

370

Pay to the Order of CASH

3/31/2004

CASH

Exactly
Forty Two And 00/100 ** ** ** ** **
Dollars

$ 42 00

Memo Casual Labor

Stephen Ed Posey

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. SOME ORIGINALS MAY BE IMAGED IDENTICALLY WITH HEAT SENSITIVE INK

Record of Payment
CASH

Check 370

Courtyards At Rolling Creek, LLC
3/31/2004
42 00

NBSC (5401) Casual Labor 42 00

Record of Payment
CASH

Check 370

Courtyards At Rolling Creek, LLC
3/31/2004
42 00

5959

NBSC (5401) Casual Labor 42 00

Safeguard

Record of Payment Check 370 **Courtyards At Rolling Creek, LLC**
CASH 3/31/2004
42 00

NBSC (5401) Casual Labor 42 00

Record of Payment Check 370 **Courtyards At Rolling Creek, LLC**
CASH 3/31/2004
42 00

NBSC (5401) Casual Labor 42 00

5957

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

377

Pay to the Order of CASH

4/13/2004

CASH

Exactly
Fourteen And 41/100 ****
Dollars

$ 14 41

Memo Cash Receipts

THE ORIGINAL DOCUMENT CONTAINS SENSITIVE INK, TOUCH CLEAR HERE FOR IMAGE SAFE SEALS WITH HEAT OR PRESSURE

Record of Payment

CASH

Check 377

Courtyards At Rolling Creek, LLC
4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
04/13/2004	Bill	Cash Receipts	14 41	14 41		14 41
					Check Amount	14 41

NBSC (5401) Cash Receipts 14 41

Record of Payment

CASH

Check 377

Courtyards At Rolling Creek, LLC
4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
04/13/2004	Bill	Cash Receipts	14 41	14 41		14 41
					Check Amount	14 41

5955

NBSC (5401) Cash Receipts 14 41

Safeguard

Record of Payment Check 377 **Courtyards At Rolling Creek, LLC**

CASH 4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
04/13/2004	Bill	Cash Reciepts	14 41	14 41		14 41
				Check Amount		14 41

NBSC (5401) Cash Reciepts 14 41

Record of Payment Check 377 **Courtyards At Rolling Creek, LLC**

CASH 4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
04/13/2004	Bill	Cash Reciepts	14 41	14 41		14 41
				Check Amount		14 41

NBSC (5401) Cash Reciepts 14 41

5954

4

ORIGINAL DOCUMENT PRINTED ON SAFEGUARD PAPER - SEE BACK FOR DETAILS

07 118/539

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254-8403

388

National Bank Of South Carolina
Columbia, SC 29201

Pay to the Order of CASH

5/6/2004

CASH

Exactly
One Thousand Eighty And 00/100 ********** Dollars

$ **1 080 00

Memo Casual Labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

Record of Payment
CASH

Check 388

Courtyards At Rolling Creek, LLC
5/6/2004

Oliver Mission Keeping Grounds 1 080 00

NBSC (5401) Casual Labor 1 080 00

Record of Payment
CASH

Check 388

Courtyards At Rolling Creek, LLC
5/6/2004

Oliver Mission Keeping Grounds 1 080 00

5945

NBSC (5401) Casual Labor 1 080 00

Safeguard

ORIGINAL DOCUMENT PRINTED ON NON-REMOVABLE PAPER WITH BLUE BACKGROUND

Courtyards At Rolling Creek, LLC 387

PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

Pay to the Order of CASH 5/6/2004

CASH

Exactly
Sixty Three And 73/100 ********** Dollars $ **63 73

Stephen Eldridge

Memo Cash Tickets

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

Record of Payment

CASH

Check 387

Courtyards At Rolling Creek, LLC
5/6/2004

Date	Type	Reference	Orginal Amt	Balance Due	Discount	Payment
05/06/2004	Bill	Cash Tickets	63 73	63 73		63 73
				Check Amount		63 73

NBSC (5401) Cash Tickets 63 73

Record of Payment

CASH

Check 387

Courtyards At Rolling Creek, LLC
5/6/2004

Date	Type	Reference	Orginal Amt	Balance Due	Discount	Payment
05/06/2004	Bill	Cash Tickets	63 73	63 73		63 73
				Check Amount		63 73

NBSC (5401) Cash Tickets 63 73

5942

Safeguard

Record of Payment
CASH

Check 388

Courtyards At Rolling Creek, LLC
5/6/2004

	Oliver Mission Keeping Grounds	1 080 00
NBSC (5401)	Casual Labor	1 080 00

5943

Record of Payment

CASH

Check 388

Courtyards At Rolling Creek, LLC

5/6/2004

	Oliver Mission Keeping Grounds	1 080 00
NBSC (5401)	Casual Labor	1 080 00

5944

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254-8403

National Bank Of South Carolina
Columbia SC 29201

398

Pay to the Order of CASH

5/14/2004

CASH

Exactly
Four Hundred Eighty Four And 50/100 **** **** ** **
Dollars

$ * 484 50

Memo Casual Labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

Record of Payment
CASH

Check 398

Courtyards At Rolling Creek, LLC
5/14/2004

Grounds Maint 484 50

NBSC (5401) Casual Labor 484 50

Record of Payment
CASH

Check 398

Courtyards At Rolling Creek, LLC
5/14/2004

Grounds Maint 484 50

5938

NBSC (5401) Casual Labor 484 50

Safeguard

Record of Payment Check 398 **Courtyards At Rolling Creek, LLC**

CASH 5/14/2004

Grounds Maint 484 50

NBSC (5401) Casual Labor 484 50

Record of Payment Check 398 **Courtyards At Rolling Creek, LLC**

CASH 5/14/2004

Grounds Maint 484 50

NBSC (5401) Casual Labor 484 50

Chart of checks - CASH
1) check #
2) date
3) amount
4) memo

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC, 29211 1641

NBSC
Columbia SC 29201

423

67 119/539

Pay to the Order of CASH

7/10/2004

CASH

Exactly
Six Hundred Eighty Eight and 50/100* *** **
******** ********** ** Dollars

$* 688 50

Memo Casual Labor

Stephen Eldspath

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT

Record of Payment **Check 423** **Payee CASH**

7/10/2004

688 50

CRC NBSC 5401 Casual Labor $* 688 50*

Record of Payment **Check 423** **Payee CASH**

7/10/2004

688.50

5910

CRC NBSC 5401 Casual Labor $**688 50

Safeguard

Record of Payment **Check 423** **Payee CASH**

7/10/2004

688 50

CRC NBSC 5401 Casual Labor $**688 50

Record of Payment **Check 423** **Payee CASH**

7/10/2004

688 50

CRC NBSC 5401 Casual Labor $**688 50

Signature

5909

Courtyards at Rolling Creek LLC
PO Box 11641
Columbia SC 29211 1641

NBSC
Columbia SC 29201

426

67 119/539

Pay to the Order of CASH

7/10/2004

CASH

Exactly

One Hundred Thirty Five and 85/100 **
** ** ** Dollars

$ 135 85

Memo Cash Tickets

Stephen Ed Lpard

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH OR PRESS HERE RED IMAGE DISAPPEARS WITH HEAT

Record of Payment **Check 426** **Payee CASH**

7/10/2004

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
07/09/200	Bill	Cash Tickets	135 85	135 85		135 85
				Check Amoun		135 85

CRC NBSC 5401 Cash Tickets $**135 85*

Record of Payment **Check 426** **Payee CASH**

7/10/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/09/200	Bill	Cash Tickets	135 85	135 85		135 85
				Check Amoun		135 85

CRC NBSC 5401 Cash Tickets $**135 85*

5912

Safeguard ... SYSTEM ... (2/01)

Record of Payment **Check 426** **Payee CASH**

7/10/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/09/200	Bill	Cash Tickets	135 85	135 85		135 85
				Check Amoun		135 85

CRC NBSC 5401 Cash Tickets $* 135 85*

Record of Payment **Check 426** **Payee CASH**

7/10/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/09/200	Bill	Cash Tickets	135 85	135 85		135 85
				Check Amoun		135 85

CRC NBSC 5401 Cash Tickets $**135 85*

Safeguard LDXQ USA SFSL M CK7508911M3 (2/01)

5911

Record of Payment Check 2277 K L Contracting, LLC

CASH 7/7/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/07/2004	Bill	Landscaping Labor	229 50	229 50		229 50
					Check Amount	229 50

BBT (2827) Landscaping Labor 229 50

Record of Payment Check 2277 K L Contracting, LLC

CASH 7/7/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/07/2004	Bill	Landscaping Labor	229 50	229 50		229 50
					Check Amount	229 50

BBT (2827) Landscaping Labor 229 50

5913

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

418

Pay to the Order of CASH

7/7/2004

CASH

Exactly
Four Hundred Fifty-Nine And 00/100 ** ** ********** Dollars

$ **459 00

Memo Casual Labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. IF TOUCHED, AREAS THAT APPEAR WHITE WILL TURN BLACK.

Record of Payment

CASH

Check 418

Courtyards At Rolling Creek, LLC
7/7/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/07/2004	Bill	Casual Labor	459 00	459 00		459 00
				Check Amount		459 00

NBSC (5401) Casual Labor 459 00

Record of Payment

CASH

Check 418

Courtyards At Rolling Creek, LLC
7/7/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/07/2004	Bill	Casual Labor	459 00	459 00		459 00
				Check Amount		459 00

NBSC (5401) Casual Labor 459 00

5915

Safeguard

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211-1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

413

Pay to the Order of CASH

6/21/2004

CASH

Exactly
Three Hundred Eighty Two And 50/100 ** **
Dollars

$ 382 50

Memo Casual Labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK TO PREVENT ALTERATION

Record of Payment
CASH

Check 413

Courtyards At Rolling Creek, LLC
6/21/2004
382 50

NBSC (5401) Casual Labor 382 50

Record of Payment
CASH

Check 413

Courtyards At Rolling Creek, LLC
6/21/2004
382 50

5917

NBSC (5401) Casual Labor 382 50

Safeguard

Record of Payment Check 418 **Courtyards At Rolling Creek, LLC**

CASH 7/7/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/07/2004	Bill	Casual Labor	459 00	459 00		459 00
					Check Amount	459 00

NBSC (5401)	Casual Labor	459 00

Record of Payment Check 418 **Courtyards At Rolling Creek, LLC**

CASH 7/7/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/07/2004	Bill	Casual Labor	459 00	459 00		459 00
					Check Amount	459 00

NBSC (5401)	Casual Labor	459 00

Safeguard LITHO USA SFSL M CK75081193 (2/07)

Record of Payment Check 413 **Courtyards At Rolling Creek, LLC**
CASH 6/21/2004
382 50

NBSC (5401) Casual Labor 382 50

Record of Payment Check 413 **Courtyards At Rolling Creek, LLC**
CASH 6/21/2004
382 50

NBSC (5401) Casual Labor 382 50

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia, SC 29201

414

Pay to the Order of CASH

6/21/2004

CASH

Exactly
Sixty Five And 82/100 ** ** ** ** **** ** *** Dollars

$ **65 82

Memo Cash Tickets

Stephen Earl Lipscomb

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH & PRESS HERE - THE IMAGE DISAPPEARS WITH HEAT

Record of Payment

Check 414

CASH

Courtyards At Rolling Creek, LLC
6/21/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
06/11/2004	Bill	Cash Tickets	65 82	65 82		65 82
					Check Amount	65 82

NBSC (5401) Cash Tickets 65 82

Record of Payment

Check 414

CASH

Courtyards At Rolling Creek, LLC
6/21/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
06/11/2004	Bill	Cash Tickets	65 82	65 82		65 82
					Check Amount	65 82

5919

NBSC (5401) Cash Tickets 65 82

Safeguard

Record of Payment Check 414 **Courtyards At Rolling Creek, LLC**

CASH 6/21/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
06/11/2004	Bill	Cash Tickets	65 82	65 82		65 82
				Check Amount		65 82

NBSC (5401) Cash Tickets 65 82

Record of Payment Check 414 **Courtyards At Rolling Creek, LLC**

CASH 6/21/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
06/11/2004	Bill	Cash Tickets	65 82	65 82		65 82
				Check Amount		65 82

NBSC (5401) Cash Tickets 65 82

ScanWard [illegible]

5918

67 9539

Courtyards At Rolling Creek LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

406

Pay to the Order of CASH

6/7/2004

Exactly

CASH

Three Hundred Six And 00/100 *** *** ***** ** **** ** Dollars

$ **306 00

Memo Casual Labor

Stephen Earl Lipscomb

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH OR PRESS HERE - NEG IMAGE DISAPPEARS WITH HEAT

Record of Payment

CASH

Check 406

Courtyards At Rolling Creek, LLC
6/7/2004

Date	Type	Reference	Orginal Amt	Balance Due	Discount	Payment
06/07/2004	Bill	Casual Labor	306 00	306 00		306 00
					Check Amount	306 00

NBSC (5401) Casual Labor 306 00

Record of Payment

CASH

Check 406

Courtyards At Rolling Creek, LLC
6/7/2004

Date	Type	Reference	Orginal Amt	Balance Due	Discount	Payment
06/07/2004	Bill	Casual Labor	306 00	306 00		306 00
					Check Amount	306 00

NBSC (5401) Casual Labor 306 00

5921

Safeguard

Record of Payment Check 406 **Courtyards At Rolling Creek, LLC**

CASH 6/7/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
06/07/2004	Bill	Casual Labor	306 00	306 00		306 00
					Check Amount	306 00

NBSC (5401)	Casual Labor	306 00

DELUXE 1 PHOTO USA SFSL # 007508 10 (2/01)

5920

7

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

401

Pay to the Order of CASH

5/31/2004

CASH

Exactly
Three Hundred Six And 00/100 ** **** **** Dollars

$ 306 00

Memo Casual Labor

Stephen Ed Lpard

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. REC IMAGE IS APPEARS WITH HEAT.

Record of Payment
CASH

Check 401

Courtyards At Rolling Creek, LLC
5/31/2004
306 00

NBSC (5401) Casual Labor 306 00

Record of Payment
CASH

Check 401

Courtyards At Rolling Creek, LLC
5/31/2004
306 00

5923

NBSC (5401) Casual Labor 306 00

Record of Payment Check 401 **Courtyards At Rolling Creek, LLC**
CASH 5/31/2004
306 00

NBSC (5401) Casual Labor 306 00

Record of Payment Check 401 **Courtyards At Rolling Creek, LLC**
CASH 5/31/2004
306 00

NBSC (5401) Casual Labor 306 00

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

397

Pay to the Order of CASH

5/24/2004

CASH

Exactly
Four Hundred Five And 00/100 *** Dollars

$ **405 00

Memo Grounds Maint

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH ON PAPER HERE. RED IMAGE DISAPPEARS WITH HEAT.

Record of Payment
CASH

Check 397

Courtyards At Rolling Creek, LLC
5/24/2004

Cut Grass 405 00

NBSC (5401) Grounds Maint 405 00

Record of Payment
CASH

Check 397

Courtyards At Rolling Creek, LLC
5/24/2004

Cut Grass 405 00

NBSC (5401) Grounds Maint 405 00

5926

Record of Payment Check 397 **Courtyards At Rolling Creek, LLC**

CASH 5/24/2004

Cut Grass 405 00

NBSC (5401) Grounds Maint 405 00

Record of Payment Check 397 **Courtyards At Rolling Creek, LLC**

CASH 5/24/2004

Cut Grass 405 00

NBSC (5401) Grounds Maint 405 00

LITHO IN USA

#93858-St

David s Time		05/17/04	05/23/04		
DAY	Laborer	Time	$	Allocated to	
5/17/2004	David	10	$ 145 00	K&L ✓	
	Miguel	9	$ 81 00	Stonington	
	Luis	9	$ 81 00	Stonington	
	Sergo	9	$ 81 00	Stonington	
	J Luis	9	$ 81 00	SEL ✓	Brookwood
5/18/2004	David	10	$ 145 00	K&L ✓	
	Miguel	9	$ 81 00	Stonington	
	Luis	9	$ 81 00	Stonington	
	Sergo	9	$ 81 00	Stonington	
	J Luis	9	$ 81 00	SEL ✓	Brookwood
5/19/2004	David	14	$ 203 00	K&L ✓	
	Miguel	9	$ 81 00	Rolling Creek /	
	Luis	9	$ 81 00	Rolling Creek	
	Sergo	9	$ 81 00	Rolling Creek	
	J Luis	9	$ 81 00	Rolling Creek /	
5/20/2004	David	5	$ 72 50	Stonington	
	David	5	$ 72 50	Summer Valley	✓
	Miguel	4	$ 36 00	Stonington	
	Miguel	5	$ 45 00	Summer Valley	
	Luis	4	$ 36 00	Stonington	
	Luis	5	$ 45 00	Summer Valley	
	Sergo	4	$ 36 00	Stonington	
	Sergo	5	$ 45 00	Summer Valley	
	J Luis	9	$ 81 00	SEL	
				✓	
5/21/2004	David	2	$ 29 00	Stonington	
	Miguel	9	$ 81 00	Stonington	
	Luis	9	$ 81 00	Stonington	
	Sergio	9	$ 81 00	Stonington	
	J Luis	9	$ 81 00	Rolling Creek /	
5/22/2004					
5/23/2004					

5925

67 19539

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29201

390

Pay to the Order of CASH

5/18/2004

CASH

Exactly
Three Hundred Six And 00/100 **** ** ** ** **
Dollars

$ * 306 00

Memo Casual Labor

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

Record of Payment

CASH

Check 390

Courtyards At Rolling Creek, LLC
5/18/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
05/18/2004	Bill	Casual Labor	306 00	306 00		306 00
					Check Amount	306 00

NBSC (5401) Casual Labor 306 00

Record of Payment

CASH

Check 390

Courtyards At Rolling Creek, LLC
5/18/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
05/18/2004	Bill	Casual Labor	306 00	306 00		306 00
					Check Amount	306 00

NBSC (5401) Casual Labor 306 00

5928

Safeguard

Record of Payment Check 390 **Courtyards At Rolling Creek, LLC**

CASH 5/18/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
05/18/2004	Bill	Casual Labor	306 00	306 00		306 00
				Check Amount		306 00

NBSC (5401)	Casual Labor	306 00

Record of Payment Check 390 **Courtyards At Rolling Creek, LLC**

CASH 5/18/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
05/18/2004	Bill	Casual Labor	306 00	306 00		306 00
				Check Amount		306 00

NBSC (5401)	Casual Labor	306 00

David s Time		05/09/04-05/16/04			
DAY	Laborer	Time	$	Allocated to	
5/9/2004	David	10	$ 135 00	K&L	
	Miguel	9	$ 76 50	Stoning	
	Luis	9	$ 76 50	Stoning	
	Sergio	9	$ 76 50	Stoning	
	J Luis	9	$ 76 50	Stoning	
5/10/2004	David	10	$ 135 00	K&L	
	Miguel	9	$ 76 50	Stoning	
	Luis	9	$ 76 50	Stoning	
	Sergio	9	$ 76 50	Stoning	
	J Luis	9	$ 76 50	Stoning	
5/11/2004	David	14	$ 189 00	K&L	
	Miguel	9	$ 76 50	CRC	
	Luis	9	$ 76 50	CRC	
	Sergio	9	$ 76 50	CRC	
	J Luis	9	$ 76 50	CRC	
5/12/2004	David	8	$ 108 00	K&L	
	Miguel	10	$ 85 00	SEL	Brookwood
	Luis	2	$ 17 00	Stoning	
	Luis	4	$ 34 00	Oakhurst	
	Luis	4	$ 34 00	SummerV	
	Sergio	2	$ 17 00	Stoning	
	Sergio	4	$ 34 00	Oakhurst	
	Sergio	4	$ 34 00	SummerV	
	J Luis	10	$ 85 00	Stoning	
	J Luis	10	$ 85 00	Stoning	
5/13/2004	David	10	$ 135 00	K&L	
	Miguel	9	$ 76 50	Stoning	
	Luis	9	$ 76 50	Stoning	
	Sergio	9	$ 76 50	Stoning	
	J Luis	9	$ 76 50	Stoning	
5/14/2004					
5/15/2004					

5929

XY time		Davids Time			
	10	$ 135 00	Lot 18CRC	135	$ 4 86
	10	$ 135 00	Lot 03ARC	135	$ 4 86
NSH	10	$ 135 00	Stonington	135	$ 4 86
$	8	$ 108 00	Lot 18CRC	108	$ 3 89
	10	$ 135 00	Lot 29ARC	135	$ 4 86
	0	$ -		0	$
XY time	0	$		0	$ -
Stoning		$		0	$
$ 1 122 00		$		0	$
				0	$
XY time	Lot 16			0	$
K&L	$0 00			0	$
$	Lot 29			0	$
	$				
Lot 37B	Lot 01		Total CK		$ 13 61
$	$	$ 648 00	$ 611 71		
Lot 47	Lot 02				
$					
	Lot 14				
	$ -				

XY time		W/C	G/L	
Carey Ln		$ 23 33	$ 12 96	$ 2 59 per job
$				
XY time				
SEL				
$ 85 00				
XY time				
Summer Valley				
$ 68 00		XY Time		
XY time		Arcadia		
CRC		$ -		
$ 306 00				
XY time				
Oakhurst				
$ 68 00				

@ 1850.00

@ ~~cost~~

Dot - ~~cost~~

1pm 9300

5930

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia, SC 29211 1641
803 254 8403

National Bank Of South Carolina
Columbia SC 29 01

378

Pay to the Order of CITY OF COLUMBIA

4/13/2004

CITY OF COLUMBIA - WATER
PO BOX 7997
COLUMBIA SC 29202 7997

Exactly
Thirteen And 19/100 ** ** ** *** ** ** ** Dollars $ **13 19

Memo 03/04#16954067-4

Record of Payment — Check 378

CITY OF COLUMBIA

Courtyards At Rolling Creek, LLC
4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
03/08/2004	Bill	03/04#16954067-4	13 19	13 19		13 19
					Check Amount	13 19

NBSC (5401) 03/04#16954067-4 13 19

Record of Payment — Check 378

CITY OF COLUMBIA

Courtyards At Rolling Creek, LLC
4/13/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
03/08/2004	Bill	03/04#16954067-4	13 19	13 19		13 19
					Check Amount	13 19

NBSC (5401) 03/04#16954067-4 13 19

5907

CITY OF COLUMBIA — **MAIL PAYMENTS TO** PO BOX 7997 COLUMBIA, SC 29202 7997
CUSTOMER SERVICE — **DIRECT INQUIRIES TO** 1225 LAUREL ST PHONE 733 8285

COUNT NO 16954067-4 PLACE ACCOUNT IS 51020255 8047-RD
LOCATION 2 WHETSTONE CREEK CT
METER NO 13390351

LAST PAYMENT			
DATE RECEIVED			
DATE READ	MAR 08 2004	8 19	PREVIOUS BALANCE
DAYS SERVICE	28		WATER
LAST READING	5700	1 00	SEWER
CURRENT READING	5800	4 00	COUNTY FIRE
CU FT CONSUMED	100		HYDRANT FEE
BILLING DATE	MAR 10 2004		SPRINKLER HEADS
TYPE METER	RES		
SIZE METER	75		
NUMBER UNITS		3-24 CK	
		$13 19	TOTAL DUE
			DELINQUENT AFTER 03/25/2004

▲ RETAIN TOP PORTION FOR YOUR RECORDS ▲

NOTICE

THE CUSTOMER SERVICE TELEPHONE # HAS CHANGED TO 545-3300

DETACH RETURN DOCUMENT FOR PAYMENT TERMS AND CONDITIONS ▶

PAYMENT TERMS AND CONDITIONS

DIRED WHEN ONE OR MORE OF THE FOLLOWING OCCUR DUE TO NON PAYMENT

1 WATER CUT OFF
2 METER LOCKED OR REMOVED
3 FINAL NOTICE RECEIVED AT SERVICE LOCATION.

ALL BILLS ARE NET AND PAYABLE WHEN RECEIVED. FAILURE OF OWNER OR CONSUMER TO RECEIVE A BILL E THE CUSTOMER OF THE OBLIGATION FOR PAYMENT NOR FROM THE CONSEQUENCES OF NON-PAYMENT

DUNTS AND RE-CONNECTION FEES. A LATE FEE OF $10 00 MAY BE CHARGED ON A DELINQUENT BILL. CHARGES ARE.

$15.00 8:30 A.M. TO 5:00 P.M.
$30.00 AFTER 5:00 P.M. HOLIDAYS & WEEKENDS.
CALL 733 8285

MAY BE BROUGHT TO OUR ATTENTION BY CALLING A WATER CUSTOMER SERVICE REPRESENTATIVE AT 733-8285. DETERMINATION OF AN ACCOUNT STATUS MAY BE REVIEWED BY THE SUPERVISOR OF WATER CUSTOMER SERVICE AND TION MADE BY THE ASSISTANT CITY MANAGER OF ADMINISTRATION

5905

0003407

5906

COLUMBIA

CUSTOMER SERVICE
1225 LAUREL ST
PO BOX 147
COLUMBIA SC 29217-0001

PRESORTED
FIRST-CLASS MAIL
U S POSTAGE PAID
COLUMBIA, SC
PERMIT NO 89

K&L CONTRACTING LLC
P O BOX 11641
COLUMBIA SC 29211

67 19/539

Courtyards At Rolling Creek, LLC
PO Box 11641
Columbia SC 29211 1641
803 254 8403

417

National Bank Of South Carolina
Columbia, SC 29201

Pay to the Order of Larry Cooke

7/1/2004

Larry Cooke

Exactly
Fifty And 00/100 ****** ** **** ******* ** ********* *** Dollars

$ 50 00

Memo Closing Lot 43 CRC

THIS DOCUMENT CONTAINS HEAT-SENSITIVE INK. TOUCH OR PRESS HERE. HEAT IMAGE DISAPPEARS WITH HEAT.

Record of Payment

Larry Cooke

Check 417

Courtyards At Rolling Creek, LLC
7/1/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/01/2004	Bill	Closing Lot 43	50 00	50 00		50 00
					Check Amount	50 00

NBSC (5401) Closing Lot 43 CRC 50 00

Record of Payment

Larry Cooke

Check 417

Courtyards At Rolling Creek, LLC
7/1/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/01/2004	Bill	Closing Lot 43	50 00	50 00		50 00
					Check Amount	50 00

NBSC (5401) Closing Lot 43 CRC 50 00

Safeguard THO USA SFSL IS CATSOS1 76 (2/01)

5902

Record of Payment Check 417 **Courtyards At Rolling Creek, LLC**

Larry Cooke 7/1/2004

Date	Type	Reference	Original Amt	Balance Due	Discount	Payment
07/01/2004	Bill	Closing Lot 43	50 00	50 00		50 00
					Check Amount	50 00

Larry Cooke

NBSC (5401) Closing Lot 43 CRC 50 00

LITHO USA 5/SL J EX7508 M (2/9)

5901

Larry Cooke

CRC 6/30/04 Closing R. C. Lot #45 - 50 ea Time

K+L 6/10/04 Sewer Permit Lots 15 - 25 ea Time

NBSC-Overdraft and Non-sufficent Funds Fees 2004			
Date	**Overdraft/NSF**	**For**	**Amount**
12/31/2003	Overdraft	Continuous Od On 12/31/03	6 00
1/2/2004	Overdraft	Continuous Od On 1/2/04	9 00
1/5/2004	Overdraft	Continuous Od On 1/5/04	3 00
2/4/2004	NSF	Overdraft Check 341	30 00
2/4/2004	Overdraft	Continuous Od On 2/4/04	3 00
2/5/2004	Overdraft	Continuous Od On 2/5/04	3 00
2/6/2004	NSF	Overdraft Check 339	30 00
3/5/2004	NSF	Overdraft Check 352	30 00
3/5/2004	Overdraft	Continuous Od On 3/5/04	9 00
3/8/2004	NSF	Overdraft Check 355	30 00
3/8/2004	Overdraft	Continuous Od On 3/8/04	3 00
3/18/2004	NSF	Overdraft Check 361	30 00
3/18/2004	Overdraft	Continuous Od On 3/18/04	3 00
3/19/2004	NSF	Overdraft Check 362	30 00
3/19/2004	NSF	Overdraft Check 366	30 00
4/2/2004	Overdraft	Continuous Od On 4/2/04	6 00
4/5/2004	NSF	Overdraft Check 373	30 00
4/5/2004	Overdraft	Continuous Od On 4/5/04	3 00
4/6/2004	NSF	Overdraft Check 371	30 00
4/6/2004	NSF	Overdraft Check 369	30 00
4/6/2004	Overdraft	Continuous Od On 4/6/04	3 00
4/7/2004	NSF	Overdraft Check 370	30 00
4/13/2004	NSF	Overdraft Check 374	30 00
4/13/2004	Overdraft	Continuous Od On 4/13/04	3 00
4/14/2004	NSF	Overdraft Check 0	30 00
4/14/2004	Overdraft	Continuous Od On 4/14/04	3 00
4/15/2004	NSF	Overdraft Check 376	30 00
4/15/2004	Overdraft	Continuous Od On 4/15/04	3 00
4/16/2004	Overdraft	Continuous Od On 4/16/04	9 00
4/19/2004	NSF	Overdraft Check 377	30 00
4/19/2004	Overdraft	Continuous Od On 4/19/04	3 00
4/20/2004	NSF	Overdraft Check 380	30 00
4/20/2004	NSF	Overdraft Check 379	30 00
4/20/2004	NSF	Overdraft Check 372	30 00
4/20/2004	Overdraft	Continuous Od On 4/20/04	3 00
5/18/2004	NSF	Overdraft Check 386	30 00
5/18/2004	Overdraft	Continuous Od On 5/18/04	3 00
5/19/2004	NSF	Overdraft Check 398	30 00
5/19/2004	Overdraft	Continuous Od On 5/19/04	3 00
5/20/2004	Overdraft	Continuous Od On 5/20/04	3 00
5/21/2004	NSF	Overdraft Check 390	30 00

5/21/2004	Overdraft	Continuous Od On 5/21/04	9 00
5/24/2004	Overdraft	Continuous Od On 5/24/04	3 00
5/25/2004	NSF	Overdraft Check 396	30 00
5/27/2004	NSF	Overdraft Check 398	30 00
6/10/2004	NSF	Overdraft Check 354	30 00
6/10/2004	NSF	Overdraft Check 403	30 00
6/10/2004	NSF	Overdraft Check 385	30 00
6/10/2004	NSF	Overdraft Check 405	30 00
6/15/2004	NSF	Overdraft Check 411	30 00
6/15/2004	Overdraft	Continuous Od On 6/15/04	3 00
6/16/2004	NSF	Overdraft Check 399	30 00
6/16/2004	Overdraft	Continuous Od On 6/16/04	3 00
6/17/2004	Overdraft	Continuous Od On 6/17/04	3 00
6/18/2004	Overdraft	Continuous Od On 6/18/04	9 00
6/21/2004	NSF	Overdraft Check 412	30 00
6/21/2004	Overdraft	Continuous Od On 6/21/04	3 00
6/22/2004	NSF	Overdraft Check 407	30 00
6/22/2004	NSF	Overdraft Check 408	30 00
6/22/2004	Overdraft	Continuous Od On 6/22/04	3 00
6/30/2004	NSF	Overdraft Check 410	30 00
6/30/2004	Overdraft	Continuous Od On 6/30/04	3 00
7/1/2004	Overdraft	Continuous Od On 7/1/04	3 00
7/2/2004	Overdraft	Continuous Od On 7/2/04	12 00
7/6/2004	Overdraft	Continuous Od On 7/6/04	3 00
7/7/2004	NSF	Overdraft Check 417	30 00
7/7/2004	Overdraft	Continuous Od On 7/7/04	3 00
7/14/2004	NSF	Overdraft Check 422	30 00
7/14/2004	Overdraft	Continuous Od On 7/14/04	3 00
7/15/2004	Overdraft	Continuous Od On 7/15/04	3 00
7/16/2004	NSF	Overdraft Check 420	30 00
7/16/2004	Overdraft	Continuous Od On 7/16/04	9 00
7/19/2004	Overdraft	Continuous Od On 7/19/04	3 00
7/20/2004	NSF	Overdraft Check 423	30 00
7/20/2004	NSF	Overdraft Check 427	30 00
7/20/2004	NSF	Overdraft Check 424	30 00
7/20/2004	NSF	Overdraft Check 426	30 00
7/20/2004	Overdraft	Continuous Od On 7/20/04	3 00
7/23/2004	NSF	Overdraft Check 421	30 00
8/6/2004	NSF	Overdraft Check 433	30 00
8/6/2004	Overdraft	Continuous Od On 8/6/04	9 00
8/9/2004	Overdraft	Continuous Od On 8/9/04	3 00
8/10/2004	Overdraft	Continuous Od On 8/10/04	3 00
8/11/2004	NSF	Overdraft Check 436	30 00
8/11/2004	Overdraft	Continuous Od On 8/11/04	3 00

8/12/2004	Overdraft	Continuous Od On 8/12/04	3 00
8/13/2004	Overdraft	Continuous Od On 8/13/04	9 00
8/16/2004	Overdraft	Continuous Od On 8/16/04	3 00
8/17/2004	Overdraft	Continuous Od On 8/17/04	3 00
8/18/2004	Overdraft	Continuous Od On 8/18/04	3 00
8/19/2004	Overdraft	Continuous Od On 8/19/04	3 00
8/20/2004	Overdraft	Continuous Od On 8/20/04	9 00
8/23/2004	Overdraft	Continuous Od On 8/23/04	3 00
8/24/2004	Overdraft	Continuous Od On 8/24/04	3 00
8/25/2004	Overdraft	Continuous Od On 8/25/04	3 00
8/26/2004	Overdraft	Continuous Od On 8/26/04	3 00
8/27/2004	Overdraft	Continuous Od On 8/27/04	9 00
8/30/2004	NSF	Overdraft Check 437	30 00
8/30/2004	Overdraft	Continuous Od On 8/30/04	3 00
8/31/2004	Overdraft	Continuous Od On 8/31/04	3 00
9/1/2004	Overdraft	Continuous Od On 9/1/04	3 00
9/2/2004	NSF	Overdraft Check 438	30 00
9/2/2004	Overdraft	Continuous Od On 9/2/04	3 00
9/10/2004	NSF	Overdraft Check 439	30 00
9/10/2004	Overdraft	Continuous Od On 9/10/04	9 00
9/13/2004	Overdraft	Continuous Od On 9/13/04	3 00
9/14/2004	Overdraft	Continuous Od On 9/14/04	3 00
9/15/2004	Overdraft	Continuous Od On 9/15/04	3 00
9/16/2004	Overdraft	Continuous Od On 9/16/04	3 00
9/17/2004	Overdraft	Continuous Od On 9/17/04	9 00
9/20/2004	Overdraft	Continuous Od On 9/20/04	3 00
10/1/2004	Overdraft	Continuous Od On 10/1/04	6 00
10/4/2004	NSF	Overdraft Check 415	30 00
10/4/2004	Overdraft	Continuous Od On 10/4/04	3 00
10/5/2004	Overdraft	Continuous Od On 10/5/04	3 00
10/6/2004	NSF	Overdraft Check 444	30 00
10/6/2004	Overdraft	Continuous Od On 10/6/04	3 00
10/7/2004	NSF	Overdraft Check 443	30 00
10/7/2004	Overdraft	Continuous Od On 10/7/04	3 00
10/27/2004	NSF	Overdraft Check 448	30 00
10/27/2004	Overdraft	Continuous Od On 10/27/04	3 00
10/28/2004	NSF	Overdraft Check 450	30 00
10/28/2004	Overdraft	Continuous Od On 10/28/04	3 00
10/29/2004	NSF	Overdraft Check 455	30 00
10/29/2004	Overdraft	Continuous Od On 10/29/04	9 00
11/1/2004	Overdraft	Continuous Od On 11/1/04	3 00
11/2/2004	NSF	Overdraft Check 446	30 00
11/2/2004	NSF	Overdraft Check 460	30 00
11/2/2004	NSF	Overdraft Check 458	30 00

11/2/2004	Overdraft	Continuous Od On 11/2/04	3 00
11/3/2004	Overdraft	Continuous Od On 11/3/04	3 00
11/4/2004	Overdraft	Continuous Od On 11/4/04	3 00
11/5/2004	NSF	Overdraft Check 452	30 00
11/5/2004	Overdraft	Continuous Od On 11/5/04	9 00
11/8/2004	NSF	Overdraft Check 459	30 00
11/8/2004	Overdraft	Continuous Od On 11/8/04	3 00
11/9/2004	Overdraft	Continuous Od On 11/9/04	3 00
11/10/2004	Overdraft	Continuous Od On 11/10/04	6 00
12/9/2004	NSF	Overdraft Check 468	30 00
12/9/2004	Overdraft	Continuous Od On 12/9/04	3 00
12/23/2004	NSF	Overdraft Check 479	30 00
12/23/2004	Overdraft	Continuous Od On 12/23/04	3 00
12/24/2004	Overdraft	Continuous Od On 12/24/04	9 00
12/27/2004	Overdraft	Continuous Od On 12/27/04	3 00
12/28/2004	Overdraft	Continuous Od On 12/28/04	3 00
12/29/2004	Overdraft	Continuous Od On 12/29/04	3 00
12/30/2004	NSF	Overdraft Check 480	30 00
12/30/2004	Overdraft	Continuous Od On 12/30/04	3 00
Total			**2,175 00**

THE NATIONAL BANK OF SOUTH CAROLINA MEMBER FDIC

Statement of Account

Last statement December 31, 2003
This statement January 31, 2004
Total days in statement period 31
031 834

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211 1641

Direct inquiries to

NBSC Gamecock
1311 Pendleton Street
Columbia SC 29201

Summary of Account Balance

Account	Number	Ending Balance
Small Business Checking		$128 74

NOW IS THE PERFECT TIME TO OPEN AN NBSC HOME EQUITY LINE OF CREDIT FOR COMPLETE DETAILS VISIT YOUR NEAREST NBSC OFFICE

Small Business Checking

1 Enclosure

Beginning balance	5 256 92
Deposits/Credits	5 500 00
Withdrawals/Debits	114 34
Ending balance	128 74

Checks

Number	Date	Amount
338	01 12	88 34

Number	Date	Amount

Other Debits

Date	Transaction Type	Description	Amount
12 31	Overdraft Fee	For Continuous Od On 12 31 03	6 00
01 02	Overdraft Fee	For Continuous Od On 01 02 04	9 00
01 05	Overdraft Fee	For Continuous Od On 01 05 04	3 00
01 31	Maintenance Fee		8 00

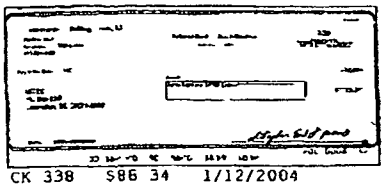
Deposits/Other Credits

Date	Transaction Type	Description	Amount
01 06	Deposit		5 500 00

Balance Summary

Date	Amount	Date	Amount	Date	Amount
12 31	5 262 92	01 05	5 274 92	01 12	136 74
01 02	5 271 92	01 06	225 08	01 31	128 74

6911



CK 338 $86 34 1/12/2004

Reconciliation Report

3/8/2004

Courtyards At Rolling Creek, LLC
Account NBSC (5401)
Reconciled for the period ending 01/31/2004

Cleared Transactions

Previous Balance		5 256 92
Cleared Checks and Payments	2 Items	114 34
Cleared Deposits and Other Credits	1 Items	5,500 00
Cleared Balance		128 74

Uncleared Transactions

Uncleared Checks and Payments	8 Items	20 456 22
Uncleared Deposits and Other Credits	0 Items	0 00

New Transactions

Account Balance as of 01/31/2004 (statement closing date)		20,327 48
New Checks and Payments	14 Items	13 192 24
New Deposits and Other Credits	2 Items	4 421 22
Ending Account Balance		29 098 50

6914

Reconciliation Report

3/8/2004

Courtyards At Rolling Creek, LLC
Account NBSC (5401)
Reconciled for the period ending 01/31/2004

Date	No	Payee	Memo	Account		C	Amount
Cleared Transactions							
Cleared Checks and Payments							
01/31/2004			OD & monthly svc fees	NBSC (5401)		X	26 00
01/07/2004	338	MCEC	12/03#p-6620000000	NBSC (5401)		X	88 34
Total Cleared Checks and Payments					2 Items		114 34
Cleared Deposits and Other Credits							
01/06/2004			Deposit	NBSC (5401)		X	5 500 00
Total Cleared Deposits and Other Credits					1 Items		5 500 00
Total Cleared Transactions					3 Items		5,385 66
Uncleared Transactions as of 01/31/2004							
Uncleared Checks and Payments							
07/02/2002	147	Richland County / Plans&	Phase 2	NBSC (5401)			774 00
08/22/2003	294	Lipscomb Stephen E		NBSC (5401)			16 484 07
09/29/2003	307	YMCA	PHASE 4 ROLLING CR	NBSC (5401)			986 93
10/01/2003	310	Richard Mock Designs	Inv# 13240	NBSC (5401)			1 260 00
12/30/2003	337	CASH	David Daily Pay Reimbu	NBSC (5401)			-415 00
01/09/2004	339	CASH	Tractor and Gas	NBSC (5401)			86 22
01/28/2004	340	Sam s Club	11/03#7712726463268	NBSC (5401)			50 00
01/30/2004	341	Harris Alonzo	Brick Curtain For Well P	NBSC (5401)			-400 00
Total Uncleared Checks and Payments					8 Items		20 456 22
Uncleared Deposits and Other Credits							
Total Uncleared Deposits and Other Credits					0 Items		0 00
Total Uncleared Transactions as of 01/31/2004					8 Items		20 456 22

6915

Reconciliation Report

3/8/2004

Courtyards At Rolling Creek, LLC

Account NBSC (5401)

Reconciled for the period ending 01/31/2004

Date	No	Payee	Memo	Account	C	Amount
New Transactions						
New Checks and Payments						
02/04/2004	342	MCEC	02/04#p-6620000000	NBSC (5401)		94 84
02/16/2004	343	metro/morris SIGNS INC		NBSC (5401)		1 993 64
02/16/2004	344	Heathwood Hall	Advertising	NBSC (5401)		1 500 00
02/16/2004	345	CASH	Cash Tickegs for David	NBSC (5401)		-49 67
02/16/2004	346	CASH	Casual Labor	NBSC (5401)		126 00
02/19/2004	347	Hamp Redmond	Labor Wall at CRC	NBSC (5401)		500 00
02/23/2004	348	Home Builders Association		NBSC (5401)		2 500 00
02/25/2004	349	CASH	Casual labor	NBSC (5401)		168 00
02/27/2004	351	Time Warner Cable	Lot 14 Internet	NBSC (5401)		373 75
02/27/2004	352	Sam s Club	11/03#7712726463268	NBSC (5401)		-492 64
02/27/2004	353	Palmetto Baseball League	Sign Rental	NBSC (5401)		550 00
03/02/2004	354	S&ME	Rolling Creek Phase IV	NBSC (5401)		-4 500 00
03/03/2004	355	CASH	Casual Labor	NBSC (5401)		91 00
03/04/2004	356	BellSouth	02/04#803 732-4545 001	NBSC (5401)		252 70
Total New Checks and Payments					14 Items	13 192 24
New Deposits and Other Credits						
02/18/2004			Deposit	NBSC (5401)		3 421 22
02/27/2004			Deposit	NBSC (5401)		1 000 00
Total New Deposits and Other Credits					2 Items	4 421 22
Total New Transactions					**16 Items**	**-8 771 02**

6916

BB&T THE NATIONAL BANK OF SOUTH CAROLINA MEMBER FDIC

Statement of Account

NBSC

Last statement January 31 2004
This statement February 29, 2004
Total days in statement period 29
834

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211 1641

Direct inquiries to

NBSC Gamecock
1311 Pendleton Street
Columbia SC 29201

Summary of Account Balance

Account	Number	Ending Balance
Small Business Checking		$1,260.58

NOW IS THE PERFECT TIME TO OPEN AN NBSC HOME EQUITY LINE OF CREDIT FOR COMPLETE DETAILS VISIT YOUR NEAREST NBSC OFFICE

Small Business Checking

Account Number 4 9 Enclosures

Beginning balance	128 74
Deposits/Credits	4 921 21
Withdrawals/Debits	3 789 37
Ending balance	1 260 58

Checks

Number	Date	Amount
337	02 25	415 00
339 *	02-05	86 22
340	02-09	50 00
341	02 03	400 00
342	02 19	94 84
343	02 25	1 993 64
345 *	02 18	49 67
346	02 18	126 00
347	02 24	500 00

* *Skip in check sequence*

Other Debits

Date	Transaction Type	Description	Amount
02 04	NSF Fee	For Overdraft Check # 341	30 00
02 04	Overdraft Fee	For Continuous Od On 02 04 04	3 00
02 05	Overdraft Fee	For Continuous Od On 02 05 04	3 00
02 06	NSF Fee	For Overdraft Check # 339	30 00
02 29	Maintenance Fee		8 00

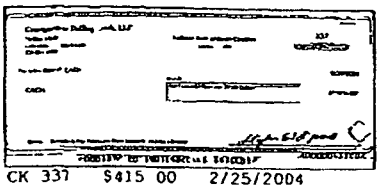
Deposits/Other Credits

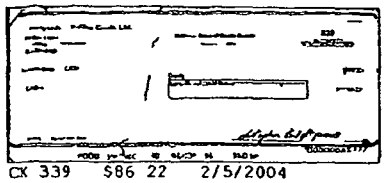
Date	Transaction Type	Description	Amount
02 06	Deposit		500 00
02 18	Deposit		3 421 21
02 27	Deposit		1 000 00

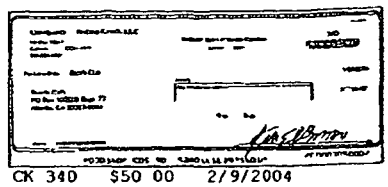
Balance Summary

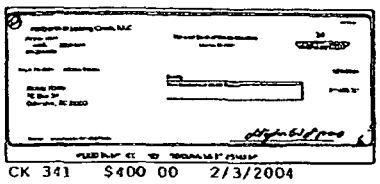
Date	Amount	Date	Amount	Date	Amount
01 31	128 74	02 06	76 52	02 24	2 677 22
02 03	271 26	02 09	26 52	02 25	268 58
02 04	304 26	02 18	3 272 06	02 27	1 268 58
02 05	393 48	02 19	3 177 22	02 29	1 260 58

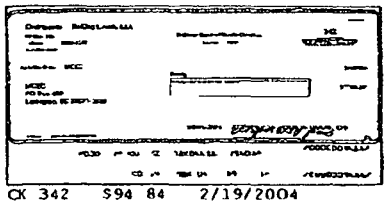
6905

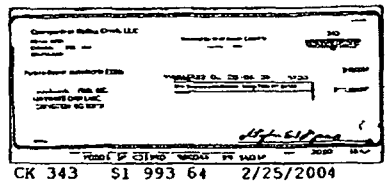

CK 337 $415 00 2/25/2004

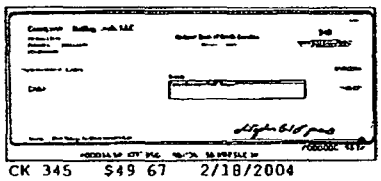

CK 339 $86 22 2/5/2004

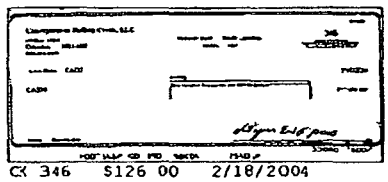

CK 340 $50 00 2/9/2004

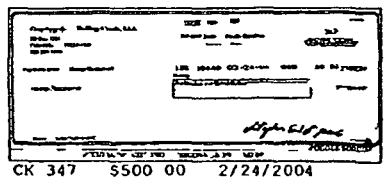

CK 341 $400 00 2/3/2004


CK 342 $94 84 2/19/2004


CK 343 $1 993 64 2/25/2004


CK 345 $49 67 2/18/2004


CK 346 $126 00 2/18/2004


CK 347 $500 00 2/24/2004

6907

NBSC GAMECOCK
1311 PENDLETON STREET
COLUMBIA SC 29201

OVERDRAFT NOTICE

PAGE 1

For personal assistance please call

803 256-6304

ACCOUNT NUMBER

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

DATE 02-03-04

THE ITEMS LISTED WERE PRESENTED FOR PAYMENT AGAINST YOUR ACCOUNT ON 02-03-04 CREATING AN OVERDRAFT OF $271 26 THE DISPOSITION OF THE ITEMS IS INDICATED BELOW

DESCRIPTION	AMOUNT	DISPOSITION
CHECK 341	400 00	PAID

A TOTAL FEE OF $30 00 WAS APPLIED TO YOUR ACCOUNT FOR THE HANDLING OF THESE ITEMS YOUR ACCOUNT REMAINS OVERDRAWN $-301 26 PLEASE MAKE A DEPOSIT TO COVER THIS AMOUNT

6265

000342

6266

1311 PENDLETON STREET
COLUMBIA SC 29201

PRESORTED
FIRST CLASS

UNITED

$ 00 27
FEB
MAILED FROM ZIPCODE

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

LKCZHM5 **29211

NBSC GAMECOCK
1311 PENDLETON STREET
COLUMBIA SC 29201

OVERDRAFT NOTICE

PAGE 1

For personal assistance please call

803 256-6304

ACCOUNT NUMBER

[redacted]

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

DATE 02-05-04

THE ITEMS LISTED WERE PRESENTED FOR PAYMENT AGAINST YOUR ACCOUNT ON 02-05-04 CREATING AN OVERDRAFT OF $390 48 THE DISPOSITION OF THE ITEMS IS INDICATED BELOW:

DESCRIPTION	AMOUNT	DISPOSITION
CHECK 339	86 22	PAID

A TOTAL FEE OF $30 00 WAS APPLIED TO YOUR ACCOUNT FOR THE HANDLING OF THESE ITEMS YOUR ACCOUNT REMAINS OVERDRAWN $-420 48 PLEASE MAKE A DEPOSIT TO COVER THIS AMOUNT

6263

0003425

6264

1311 PENDLETON STREET
COLUMBIA SC 29201

PRESORTED
FIRST CLASS

UNITED

$ 00 27

MAILED FROM ZIPCODE 29

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211 1641

LKCZHM5 **29211

Reconciliation Report

3/8/2004

Courtyards At Rolling Creek, LLC
Account NBSC (5401)
Reconciled for the period ending 02/29/2004

Cleared Transactions

Previous Balance		128 74
Cleared Checks and Payments	10 Items	3 789 37
Cleared Deposits and Other Credits	3 Items	4 921 21
Cleared Balance		1 260 58

Uncleared Transactions

Uncleared Checks and Payments	10 Items	25 089 39
Uncleared Deposits and Other Credits	0 Items	0 00

New Transactions

Account Balance as of 02/29/2004 (statement closing date)		23 828 81
New Checks and Payments	3 Items	-4 843 70
New Deposits and Other Credits	0 Items	0 00
Ending Account Balance		28 672 51

6908

Reconciliation Report

3/8/2004

Courtyards At Rolling Creek, LLC
Account NBSC (5401)
Reconciled for the period ending 02/29/2004

Date	No	Payee	Memo	Account	C	Amount
Cleared Transactions						
Cleared Checks and Payments						
02/29/2004			NSF OD & svc fee	NBSC (5401)	X	74 00
12/30/2003	337	CASH	David Daily Pay Reimbu	NBSC (5401)	X	-415 00
01/09/2004	339	CASH	Tractor and Gas	NBSC (5401)	X	86 22
01/28/2004	340	Sams Club	11/03#7712726463268	NBSC (5401)	X	50 00
01/30/2004	341	Harris, Alonzo	Brick Curtain For Well P	NBSC (5401)	X	400 00
02/04/2004	342	MCEC	02/04#p-6620000000	NBSC (5401)	X	94 84
02/16/2004	343	metro/morris SIGNS INC		NBSC (5401)	X	1 993 64
02/16/2004	345	CASH	Cash Tickegs for David	NBSC (5401)	X	-49 67
02/16/2004	346	CASH	Casual Labor	NBSC (5401)	X	126 00
02/19/2004	347	Hamp Redmond	Labor Wall at CRC	NBSC (5401)	X	500 00
Total Cleared Checks and Payments				10 Items		3 789 37
Cleared Deposits and Other Credits						
02/06/2004			Deposit	NBSC (5401)	X	500 00
02/18/2004			Deposit	NBSC (5401)	X	3 421 21
02/27/2004			Deposit	NBSC (5401)	X	1 000 00
Total Cleared Deposits and Other Credits				3 Items		4 921.21
Total Cleared Transactions				**13 Items**		**1 131.84**
Uncleared Transactions as of 02/29/2004						
Uncleared Checks and Payments						
07/02/2002	147	Richland County / Plans&	Phase 2	NBSC (5401)		774 00
08/22/2003	294	Lipscomb Stephen E.		NBSC (5401)		16 484 07
09/29/2003	307	YMCA	PHASE 4 ROLLING CR	NBSC (5401)		986 93
10/01/2003	310	Richard Mock Designs	Inv# 13240	NBSC (5401)		1 260 00
02/16/2004	344	Heathwood Hall	Advertising	NBSC (5401)		1 500 00
02/23/2004	348	Home Builders Association		NBSC (5401)		2 500 00
02/25/2004	349	CASH	Casual labor	NBSC (5401)		168 00

6909

Reconciliation Report

3/8/2004

Courtyards At Rolling Creek LLC

Account NBSC (5401)

Reconciled for the period ending 02/29/2004

Date	No	Payee	Memo	Account	C	Amount
02/27/2004	351	Time Warner Cable	Lot 14 Internet	NBSC (5401)		373 75
02/27/2004	352	Sam s Club	11/03#7712726463268	NBSC (5401)		-492 64
02/27/2004	353	Palmetto Baseball League	Sign Rental	NBSC (5401)		550 00
Total Uncleared Checks and Payments					10 Items	25 089 39
Uncleared Deposits and Other Credits						
Total Uncleared Deposits and Other Credits					0 Items	0 00
Total Uncleared Transactions as of 02/29/2004					**10 Items**	**25,089.39**
New Transactions						
New Checks and Payments						
03/02/2004	354	S&ME	Rolling Creek Phase IV	NBSC (5401)		4 500 00
03/03/2004	355	CASH	Casual Labor	NBSC (5401)		91 00
03/04/2004	356	BellSouth	02/04#803 732 4545 001	NBSC (5401)		252 70
Total New Checks and Payments					3 Items	-4 843 70
New Deposits and Other Credits						
Total New Deposits and Other Credits					0 Items	0 00
Total New Transactions					**3 Items**	**-4,843 70**

6910

THE NATIONAL BANK OF SOUTH CAROLINA

NBSC
MEMBER FDIC

Statement of Account

Last statement February 29 2004
This statement March 31 2004
Total days in statement period 31
031 834

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211 1641

Direct inquiries to

NBSC Gamecock
1311 Pendleton Street
Columbia SC 29201

Summary of Account Balance

Account	Number	Ending Balance
Small Business Checking		$226.55

NOW IS THE PERFECT TIME TO OPEN AN NBSC HOME EQUITY LINE OF CREDIT FOR COMPLETE DETAILS VISIT YOUR NEAREST NBSC OFFICE.

Small Business Checking — Account Number — 19 Enclosures

Beginning balance	1 260 58
Deposits/Credits	25 812 13
Withdrawals/Debits	26 846 16
Ending balance	226 55

Checks

Number	Date	Amount
344	03 11	1 500 00
348	03 22	2 500 00
349	03 01	168 00
352	03 04	492 64
353	03 04	550 00
355 *	03 05	91 00
356	03 10	252 70
357	03 15	266 00
358	03 15	325 64
359	03-12	5 040 00

Number	Date	Amount
360	03 15	599 39
361	03 17	2 010 98
362	03 18	8 684 02
363	03 19	82 04
364	03 24	31 64
365	03 24	376 36
366	03 18	200 00
367	03 23	2 940 00
368	03 24	189 00

Skip in check sequence

Other Debits

Date	Transaction Type	Description	Amount
03 02	Preauthorized Wd	Time Warner Cabl Twc Paymnt Ck#351 040227 0070374507	373 75
03-05	NSF Fee	For Overdraft Check # 352	30 00
03 05	Overdraft Fee	For Continuous Od On 03 05 04	9 00
03 08	NSF Fee	For Overdraft Check # 355	30 00
03 08	Overdraft Fee	For Continuous Od On 03 08 04	3 00
03-18	NSF Fee	For Overdraft Check # 361	30 00
03-18	Overdraft Fee	For Continuous Od On 03 18 04	3 00
03-19	NSF Fee	For Overdraft Check # 362	30 00
03-19	NSF Fee	For Overdraft Check # 366	30 00
03-31	Maintenance Fee		8 00

$173.00

6896

NBSC

March 31 2004

COURTYARDS AT ROLLING CREEK

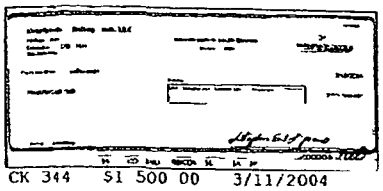
Deposits/Other Credits

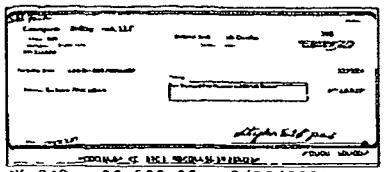
Date	Transaction Type	Description	Amount
03 09	Deposit		5 000 00
03 11	Deposit		5 000 00
03 18	Deposit		7 403 33
03 19	Deposit		3 408 80
03 22	Deposit		5 000 00

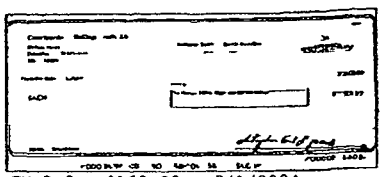
Balance Summary

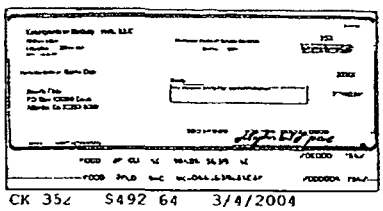
Date	Amount	Date	Amount	Date	Amount
02 29	1 260 58	03-09	4 513 19	03-18	1 995 21
03-01	1 092 58	03 10	4 260 49	03 19	1 271 55
03-02	718 83	03 11	7 760 49	03 22	3 771 55
03-04	323 81	03 12	2 720 49	03 23	831 55
03-05	453 81	03 15	1 529 46	03-24	234 55
03-08	486 81	03 17	481 52	03 31	226 55

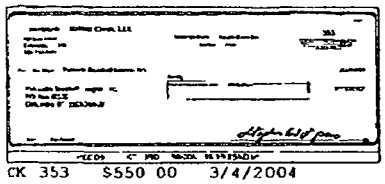
6898

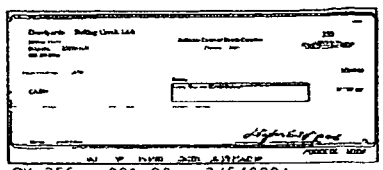

CK 344 $1 500 00 3/11/2004

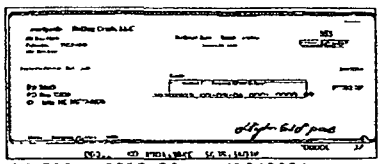

CK 348 $2 500 00 3/22/2004

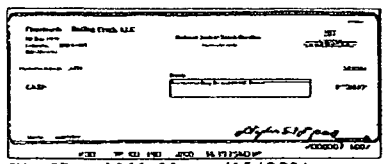

CK 349 $168 00 3/1/2004

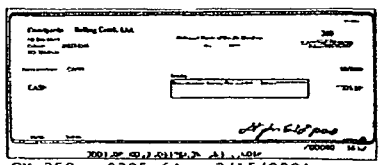

CK 352 $492 64 3/4/2004

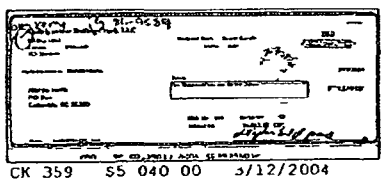

CK 353 $550 00 3/4/2004

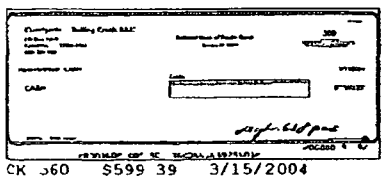

CK 355 $91 00 3/5/2004

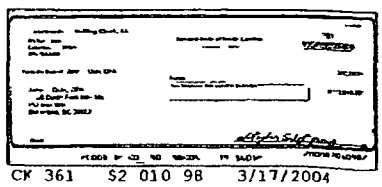

CK 356 $252 70 3/10/2004

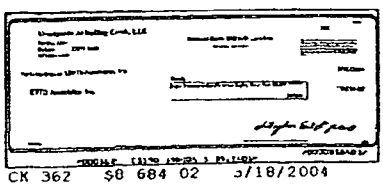

CK 357 $266 00 3/15/2004

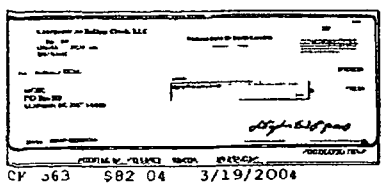

CK 358 $325 64 3/15/2004

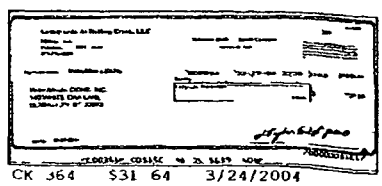

CK 359 $5 040 00 3/12/2004


CK 360 $599 39 3/15/2004

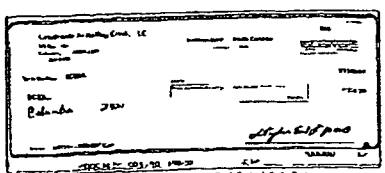

CK 361 $2 010 98 3/17/2004

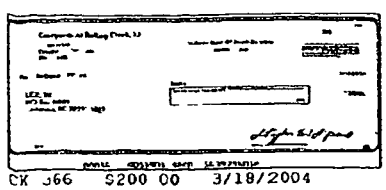

CK 362 $8 684 02 3/18/2004

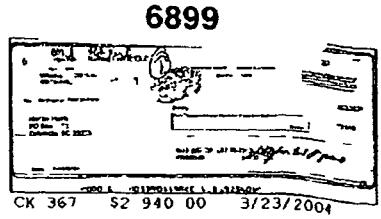

CK 363 $82 04 3/19/2004

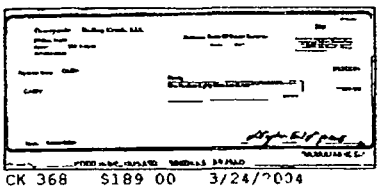

CK 364 $31 64 3/24/2004

6899


CK 365 $376 36 3/24/2004


CK 366 $200 00 3/18/2004


CK 367 $2 940 00 3/23/2004



CK 368 $189 00 3/24/2004

6900

NBSC GAMECOCK
1311 PENDLETON STREET
COLUMBIA SC 29201

OVERDRAFT NOTICE

For personal assistance please call

803 256-6304

ACCOUNT NUMBER

[redacted]

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211 1641

DATE 03-04-04

THE ITEMS LISTED WERE PRESENTED FOR PAYMENT AGAINST YOUR ACCOUNT ON 03-04-04 CREATING AN OVERDRAFT OF $323 81 THE DISPOSITION OF THE ITEMS IS INDICATED BELOW:

DESCRIPTION		AMOUNT	DISPOSITION
CHECK	352	492 64	PAID

A TOTAL FEE OF $30 00 WAS APPLIED TO YOUR ACCOUNT FOR THE HANDLING OF THESE ITEMS YOUR ACCOUNT REMAINS OVERDRAWN $-353 81 PLEASE MAKE A DEPOSIT TO COVER THIS AMOUNT

6261

000434

6262

1311 PENDLETON STREET
COLUMBIA SC 29201

PRESORTED
FIRST CLASS

UNITED

$ 00 27

MAILED FROM ZIP CODE

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211 1641

BKC2HMS **29211

NBSC GAMECOCK
1311 PENDLETON STREET
COLUMBIA SC 29201

OVERDRAFT NOTICE

PAGE 1

For personal assistance please call

803 256-6304

ACCOUNT NUMBER

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

DATE 03-05-04

THE ITEMS LISTED WERE PRESENTED FOR PAYMENT AGAINST YOUR ACCOUNT ON 03-05-04 CREATING AN OVERDRAFT OF $444 81 THE DISPOSITION OF THE ITEMS IS INDICATED BELOW

DESCRIPTION	AMOUNT	DISPOSITION
CHECK 355	91 00	PAID

A TOTAL FEE OF $30 00 WAS APPLIED TO YOUR ACCOUNT FOR THE HANDLING OF THESE ITEMS YOUR ACCOUNT REMAINS OVERDRAWN $-474 81 PLEASE MAKE A DEPOSIT TO COVER THIS AMOUNT

6259

6260

1311 PENDLETON STREET
COLUMBIA SC 29201

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
$ 00 27[8]
MAILED FROM ZIP CODE

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

BKCZHM5 **29211

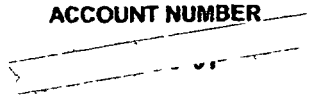
NBSC GAMECOCK
1311 PENDLETON STREET
COLUMBIA SC 29201

OVERDRAFT NOTICE

For personal assistance please call

803 256-6304

ACCOUNT NUMBER



COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

DATE 03-17-04

THE ITEMS LISTED WERE PRESENTED FOR PAYMENT AGAINST YOUR ACCOUNT ON 03-17-04 CREATING AN OVERDRAFT OF $481 52 THE DISPOSITION OF THE ITEMS IS INDICATED BELOW

DESCRIPTION		AMOUNT	DISPOSITION
CHECK	361	2 010 98	PAID

A TOTAL FEE OF $30 00 WAS APPLIED TO YOUR ACCOUNT FOR THE HANDLING OF THESE ITEMS YOUR ACCOUNT REMAINS OVERDRAWN $-511 52 PLEASE MAKE A DEPOSIT TO COVER THIS AMOUNT

6257

0003438

6258

PO Box 1798
Sumter SC 29151 1798

PRESORTED
FIRST CLASS

UNITED

$ 00 27

MAILED FROM ZIPCODE

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

BKCZHM5 **29211

NBSC GAMECOCK
1311 PENDLETON STREET
COLUMBIA SC 29201

OVERDRAFT NOTICE

PAGE 1

For personal assistance please call

803 256-6304

ACCOUNT NUMBER

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

DATE 03-18-04

THE ITEMS LISTED WERE PRESENTED FOR PAYMENT AGAINST YOUR ACCOUNT ON 03-18-04 CREATING AN OVERDRAFT OF $1 992 21 THE DISPOSITION OF THE ITEMS IS INDICATED BELOW

DESCRIPTION		AMOUNT	DISPOSITION
CHECK	362	8 684 02	PAID
CHECK	366	200 00	PAID

A TOTAL FEE OF $60 00 WAS APPLIED TO YOUR ACCOUNT FOR THE HANDLING OF THESE ITEMS YOUR ACCOUNT REMAINS OVERDRAWN $-2 052 21 PLEASE MAKE A DEPOSIT TO COVER THIS AMOUNT

6255

000340

6256

PO Box 1798
Sumter SC 29151 1798

PRESORTED
FIRST CLASS

UNITED

$ 00 2

MAILED FROM ZIP CODE 2-

COURTYARDS AT ROLLING CREEK LLC
PO BOX 11641
COLUMBIA SC 29211-1641

BKCZHM5 **29211

Reconciliation Report

5/11/2004

Courtyards At Rolling Creek LLC
Account NBSC (5401)
Reconciled for the period ending 03/31/2004

Cleared Transactions

Previous Balance		1,260 58
Cleared Checks and Payments	21 Items	26 846 16
Cleared Deposits and Other Credits	5 Items	25 812 13
Cleared Balance		226 55

Uncleared Transactions

Uncleared Checks and Payments	7 Items	24 141 68
Uncleared Deposits and Other Credits	0 Items	0 00

New Transactions

Account Balance as of 03/31/2004 (statement closing date)		23 915 13
New Checks and Payments	18 Items	75 323 21
New Deposits and Other Credits	5 Items	51 193 15
Ending Account Balance		-48 045 19

6901

Reconciliation Report

5/11/2004

Courtyards At Rolling Creek LLC

Account NBSC (5401)

Reconciled for the period ending 03/31/2004

Date	No	Payee	Memo	Account	C	Amount
Cleared Transactions						
Cleared Checks and Payments						
03/31/2004			NSF fees Mar	NBSC (5401)	X	173 00
02/16/2004	344	Heathwood Hall	Advertising	NBSC (5401)	X	1 500 00
02/23/2004	348	Home Builders Assocation		NBSC (5401)	X	2 500 00
02/25/2004	349	CASH	Casual labor	NBSC (5401)	X	168 00
02/27/2004	351	Time Warner Cable	Lot 14 Internet	NBSC (5401)	X	373 75
02/27/2004	352	Sam s Club	11/03#7712726463268	NBSC (5401)	X	-492 64
02/27/2004	353	Palmetto Baseball League	Sign Rental	NBSC (5401)	X	550 00
03/03/2004	355	CASH	Casual Labor	NBSC (5401)	X	91 00
03/04/2004	356	BellSouth	02/04#803 732-4545 001 ..	NBSC (5401)	X	252.70
03/08/2004	357	CASH	Casual Labor	NBSC (5401)	X	266 00
03/08/2004	358	CASH	Cash Tickets	NBSC (5401)	X	325 64
03/11/2004	359	Harris Alonzo	Inv#030404 CRC Wall	NBSC (5401)	X	5 040 00
03/11/2004	360	CASH	Cash Ticket	NBSC (5401)	X	599 39
03/12/2004	361	John J Quin CPA		NBSC (5401)	X	2 010 98
03/16/2004	362	LETTS Associates, Inc		NBSC (5401)	X	8 684 02
03/16/2004	363	MCEC	03/04#P 6620000000	NBSC (5401)	X	82 04
03/16/2004	364	metro/morris SIGNS INC.	INV#FC241	NBSC (5401)	X	31 64
03/16/2004	365	SCE&G	02&03/04 7 2100 5987	NBSC (5401)	X	376 36
03/18/2004	366	LEE Inc		NBSC (5401)	X	200 00
03/22/2004	367	Harris Alonzo	Inv#030404	NBSC (5401)	X	2 940 00
03/23/2004	368	CASH	Casual Labor	NBSC (5401)	X	189 00
Total Cleared Checks and Payments				21 Items		26 846 16
Cleared Deposits and Other Credits						
03/09/2004			Deposit	NBSC (5401)	X	5 000 00
03/11/2004			Deposit	NBSC (5401)	X	5 000 00
03/18/2004			Deposit	NBSC (5401)	X	7 403 33
03/19/2004			Deposit	NBSC (5401)	X	3 408 80
03/22/2004			Deposit	NBSC (5401)	X	5 000 00
Total Cleared Deposits and Other Credits				5 Items		25 812 13
				6902		
Total Cleared Transactions				**26 Items**		**1 034 03**

Reconciliation Report

5/11/2004

Courtyards At Rolling Creek LLC

Account NBSC (5401)

Reconciled for the period ending 03/31/2004

Date	No	Payee	Memo	Account	C	Amount
Uncleared Transactions as of 03/31/2004						
Uncleared Checks and Payments						
07/02/2002	147	Richland County / Plans&	Phase 2	NBSC (5401)		774 00
08/22/2003	294	Lipscomb Stephen E.		NBSC (5401)		16 484 07
09/29/2003	307	YMCA	PHASE 4 ROLLING CR	NBSC (5401)		986 93
10/01/2003	310	Richard Mock Designs	Inv# 13240	NBSC (5401)		1 260 00
03/02/2004	354	S&ME	Rolling Creek Phase IV	NBSC (5401)		-4 500 00
03/25/2004	369	BellSouth	03/04#803 732-4545 001	NBSC (5401)		94 68
03/31/2004	370	CASH	Casual Labor	NBSC (5401)		-42 00
Total Uncleared Checks and Payments					7 Items	24 141 68
Uncleared Deposits and Other Credits						
Total Uncleared Deposits and Other Credits					0 Items	0 00
Total Uncleared Transactions as of 03/31/2004					**7 Items**	**24 141 68**
New Transactions						
New Checks and Payments						
04/01/2004	371	Harris Alonzo	Inv#032504 Wall at CRC	NBSC (5401)		1 935 00
04/01/2004	372	Sanchez, Gloria	Lot 14 CRC Cleaning	NBSC (5401)		200 00
04/02/2004	373	LEE Inc		NBSC (5401)		250 00
04/08/2004	374	LEE Inc	Loan	NBSC (5401)		2 000 00
04/09/2004	375	Poole s Nursery & Landsca	2 Red Maples and 2 Lugr	NBSC (5401)		900 00
04/12/2004	376	Richland County / Plans&	CRC Phase II	NBSC (5401)		500 00
04/13/2004	377	CASH	Cash Reciepts	NBSC (5401)		14 41
04/13/2004	378	CITY OF COLUMBIA	03/04#16954067-4	NBSC (5401)		13 19
04/13/2004	379	Gardner s Floor Sanding	Inv#1001	NBSC (5401)		375 00
04/14/2004	380	Boral Bricks		NBSC (5401)		8 976 10
04/28/2004	381	Time Warner Cable	04/04#8227100070374507	NBSC (5401)		161 96
04/29/2004	382	BellSouth	04/04#803732454500118	NBSC (5401)		90 04

6903

Reconciliation Report

Courtyards At Rolling Creek, LLC

Account NBSC (5401)

Reconciled for the period ending 03/31/2004

Date	No	Payee	Memo	Account	C	Amount
04/29/2004	383	N W White & Co		NBSC (5401)		629 79
05/03/2004	384	MCEC		NBSC (5401)		266 58
05/03/2004	385	Melton D	Ann Frazier Melton wrot	NBSC (5401)		336 31
05/03/2004	386	Newman Construction, Inc		NBSC (5401)		57,531 10
05/06/2004	387	CASH	Cash tickets	NBSC (5401)		63 73
05/06/2004	388	CASH	Casual Labor	NBSC (5401)		1 080 00
Total New Checks and Payments					18 Items	75 323.21
New Deposits and Other Credits						
04/07/2004			Deposit	NBSC (5401)		3 000 00
04/21/2004			Deposit	NBSC (5401)		12,000 00
04/23/2004			Deposit	NBSC (5401)		6 799 99
05/05/2004			Deposit	NBSC (5401)		22,019 67
05/05/2004			Deposit	NBSC (5401)		7,373 49
Total New Deposits and Other Credits					5 Items	51 193 15
Total New Transactions					**23 Items**	**24,130 06**