

1197-722

REAL ESTATE PURCHASE AGREEMENT

Date June 30, 1983

Account Number 74-2-05

AGENT OF ORIGINAL CREDITOR: Springfield Farms, Inc. Greenville, South Carolina

DEVELOPER-SELLER SECURED PARTY (Original Creditor) same as above

PURCHASER(S)-DEBTOR(S): David E. Weber and wife Virginia Weber 83 Main Street W. Pelzer, Anderson S. C. 29669

HOLDER IN DUE COURSE: N/A #12 - \$300 to be included in total price of \$7,500, if package deal by Flat Rock M.H. goes through, if we finance

The above DEVELOPER-SELLER SECURED PARTY (hereinafter termed "SELLER"), by and through the above AGENT OF ORIGINAL CREDITOR (hereinafter termed "SELLER'S AGENT") hereby agrees to sell, retaining title or a purchase money security interest, and PURCHASER(S)-DEBTOR(S) (hereinafter termed "DEBTOR") hereby agrees to purchase, the following described Real Property (hereinafter termed "COLLATERAL").

( ) If checked here, COLLATERAL is listed and described on the document evidencing the security interest, a copy of which is being furnished DEBTOR herewith

COLLATERAL, consisting of unimproved land except where indicated below, is described as follows: Tract #5, Phase II consisting of 2.1 acres at Springfield Farms and being located in Greenville County, South Carolina. DP to be paid in three payments of \$250.00 due on 8-1-83, 9-1-83 and 10-1-83.

In this Credit Sale, DEBTOR having been quoted both a "true price" and a lesser "cash price" has elected to purchase the COLLATERAL for the "true price" which is the sum of the Cash Price, Other Charges, and the FINANCE CHARGE, i.e. the "Total of Payments" as hereinafter computed and discussed.

Table with 10 rows: 1. Cash Price \$7500.00, 2. Less Total Discount \$750.00, 3. Unpaid Balance of Cash Price \$6750.00, 4. Total Other Charges \$0.00, 5. Unpaid Balance (incl. Other Charges) \$6750.00, 6. Total Premium, Credit Insurance (if any) \$0.00, 7. Amount Financed \$6750.00, 8. FINANCE CHARGE (True Price Differential) \$5829.60, 9. Total of Payments \$12579.60, 10. ANNUAL PERCENTAGE RATE: 14%

11. Monthly pmt. includes \$5. road maintenance.

DEBTOR agrees to pay the above Total of Payments in monthly installments commencing on December 1, 1983 in 120 equal consecutive payments of \$109.83

The other terms and conditions of this consumer credit sale of real property are stated specifically in that certain "NEGOTIABLE INSTRUMENT - VACANT LOT - LAND" which instrument constitutes a Promissory Note being executed by DEBTOR in further evidence of this transaction and also a Truth in Lending Disclosure Statement as required by the Truth in Lending Act.

DEBTOR hereby acknowledges Notice of Assignment of this AGREEMENT to the Subsequent Creditor first identified above, if one is in fact named above and further acknowledges SELLER'S unqualified right to assign this AGREEMENT in the future, even if a Subsequent Creditor is not named above.

In the interest of conserving paper and to avoid repetition, the parties stipulate that DEBTOR'S obligations as to "Late Payment Charges" or delinquency charges, his obligation to pay attorney's fees of SELLER or Holder, and the EVENTS OF DEFAULT applicable to this AGREEMENT are all stated in the aforementioned Promissory Note Disclosure Statement.

DEBTOR hereby represents and certifies that the purchase of said COLLATERAL is being made for the following purpose: (X) COLLATERAL is or will be, or is expected to be used as the Principal Residence of DEBTOR. ( ) COLLATERAL will be used as a Secondary Residence of DEBTOR. ( ) COLLATERAL is being purchased for investment purposes only.

DEBTOR has (has not) (delete inapplicable term) paid in cash real estate closing costs in the total sum of \$ 300.00 administrative fee

DEBTOR hereby acknowledges his acceptance of possession of the COLLATERAL in its present condition as of the date of SELLER or SELLER'S AGENT'S acceptance of this AGREEMENT. The risk of loss or damage to the COLLATERAL thereafter by Act of God or other casualty of any kind is hereby assumed by DEBTOR.

THIS AGREEMENT, and also the aforementioned Promissory Note (Disclosure Statement) hereinafter mentioned, constitutes the ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, and no novels or modifications shall be valid unless written upon or attached to this AGREEMENT.

UNDERSIGNED DEBTORS UNDERSTAND THAT ANY SUBSEQUENT CREDITOR (BY ASSIGNMENT) TO IT BY THE ORIGINAL CREDITOR (SELLER) WILL RELY UPON THIS REPRESENTATION AND ACKNOWLEDGMENT IN ACCEPTING THEIR OBLIGATION AND GRANTING THEM CREDIT. THEY DO HEREBY ACKNOWLEDGE RECEIPT OF ONE COPY OF THE ABOVE AGREEMENT.

IN TESTIMONY WHEREOF, each DEBTOR has hereunto set his Hand and Seal, on the date first above written

GAYNOR Phillips (Sales Representative), Gaynor Phillips (Witness as to DEBTOR), Gaynor Phillips (Witness as to Co-Debtor)

David Weber (Debtor), Virginia Weber (Co Debtor)

The foregoing OFFER TO PURCHASE is accepted and the foregoing Consumer Credit Sale is consummated, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESS: Charles J. Robertson (SELLER or SELLER'S AGENT), Charles J. Robertson (SELLER)

Buyer

\$300 Admin. Fee + 7,500 lot price

3270

4325 RV 21