

1107-903

REAL ESTATE PURCHASE AGREEMENT

Date: October 17, 1981, 19

Account Number: 90-1-11

AGENT OF ORIGINAL CREDITOR: East Greenville County Farms, Inc., 102 West Stone Avenue, Greenville, Greenville, South Carolina

DEVELOPER-SELLER SECURED PARTY (Original Creditor): Same as Above

PURCHASER(S)-DEBTOR(S): Robert T. Fowler and wife Lenore Hutchens, 106-J Club Key East Apartments, Greenville, Greenville, South Carolina

HOLDER IN DUE COURSE: (Subsequent Creditor)

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"), upon the express terms and conditions stated hereinafter:

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 #11 of Woodforest consisting of 2.50 acres, in Greenville County, S.C. Note: Purchaser has 30 days from date of closing to

pay balance of down payment of \$320.00.

Table with 2 columns: Description and Amount. Includes Cash Price (\$9,750.00), Less Total Downpayment (\$1,170.00), Unpaid Balance of Cash Price (\$8,580.00), Finance Charge (\$8,099.52), Total of Payments (\$16,679.52), and ANNUAL PERCENTAGE RATE (15%).

DEBTOR hereby represents and certifies that the purchase of said COLLATERAL is being made for the following purpose:

- DEBTOR hereby represents and certifies that the purchase of said COLLATERAL is being made for the following purpose: 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.

It is understood that this AGREEMENT shall not be effective until either SELLER or SELLER'S AGENT has acknowledged acceptance in the space hereinafter provided. Further, it is stipulated that TIME IS OF THE ESSENCE, and SELLER, or any holder hereof, may correct patent errors.

SELLER, at any and all times may, in its sole discretion, elect to convey the COLLATERAL by warranty deed to DEBTOR. DEBTOR agrees accordingly that, upon demand of SELLER, he or she will execute the Real Estate Mortgage or Deed of Trust securing SELLER'S security interest and the unpaid balance due hereunder of such time, in forms satisfactory to and furnished by SELLER. Said conveyance shall be expressly subject to all of nature property taxes on the COLLATERAL, easements and rights of way of record, and restrictions on the use of COLLATERAL. Further, DEBTOR acknowledges herewith his obligation to pay all Ad Valorem Property Taxes which shall be and become due from and after the date of this AGREEMENT. Further, DEBTOR agrees to and shall pay all recording fees as may be required with respect to the instruments aforementioned, and SELLER agrees to file to such Real Estate Mortgage or Deed of Trust, at its expense, any and all release stamps required by law. Said conveyance shall be under the following terms and conditions:

DEBTOR has (has not) [delete inapplicable term] paid in cash real estate closing costs in the total sum of \$ 250.00. Payment of such closing costs in cash is agreed by the parties hereto to be the sole responsibility of DEBTOR.

DEBTOR herewith 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, throughout by Act of God or other casualty of any sort is hereby assumed by DEBTOR. Further, SELLER and SELLER'S AGENT shall not be liable or responsible for any activities or accidents that may occur on the COLLATERAL or in connection with DEBTOR'S use thereof. Instead, DEBTOR shall be and remain solely responsible for any damages, losses or expense resulting from the negligent, wanton or willful act or omission of DEBTOR (or his estate) or family and shall defend and hold SELLER and SELLER'S AGENT harmless for any damages, losses or expense resulting therefrom. Any waiver by SELLER of any particular default under the terms and provisions of this AGREEMENT, and under the terms and provisions of the Promissory Note (Disclosure Statement) evidencing this transaction shall be considered only a waiver of that particular default and not a waiver of any other default. Any fixtures or improvements which are attached to any part of the COLLATERAL shall become a part thereof by attachment. DEBTOR shall, at all times and at his sole expense, keep and maintain all portions of the COLLATERAL in a neat and orderly condition and in good repair, promptly making any needed repairs to the COLLATERAL or to any property located thereon.

THIS AGREEMENT, and also the aforementioned Promissory Note Disclosure Statement, are hereby incorporated, constitutes the ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, and no reservations shall be valid unless written upon or attached to this AGREEMENT. Said AGREEMENT shall further apply to, sure to the benefit of and bind, the heirs, executors, administrators, successors and assigns of both SELLER and DEBTOR.

UNDERSIGNED DEBTORS UNDERSTAND THAT ANY SUBSEQUENT CREDITORS UPON ASSIGNMENT TO IT BY THE ORIGINAL CREDITOR (SELLER) WILL RELY UPON THIS REPRESENTATION AND ACKNOWLEDGEMENT IN ACCEPTING THEIR OBLIGATION AND GRANTING THEM CREDIT. THEY DO HEREBY ACKNOWLEDGE RECEIPT OF ONE COPY OF THE ABOVE AGREEMENT. They further represent to said Subsequent Creditor that at the time they received a copy of this AGREEMENT, such form was complete, with all blanks filled in prior to their executing same.

DEBTOR agrees to pay the above Total of Payments in monthly installments commencing on Dec. 1, 1981 in 120 equal consecutive payments of \$ 138.99, plus an irregular or Balloon Payment of \$XX.

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 to further evidence this transaction and also a Truth in Lending Disclosure Statement as required by the Truth in Lending Act. The terms of said agreement being executed of even date with this REAL ESTATE PURCHASE AGREEMENT, are incorporated herein by reference as fully as if set forth herein verbatim. DEBTOR acknowledges having received a copy of such instrument prior to execution of this Agreement.

DEBTOR herewith acknowledges notice of Assignment of this AGREEMENT to the Subsequent Creditor last identified above, if one or 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. The consequences of such assignment are reflected in the aforementioned Promissory Note. Disclosure Statement executed by DEBTOR to further evidence his obligations as stated in this AGREEMENT.

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 as stated in the aforementioned Promissory Note Disclosure Statement. DEBTOR expressly agrees to such terms by his execution thereof.

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

John Woolbright (Sales Representative), John Woolbright (Witness as to DEBTOR), John Woolbright (Witness as to Co-Debtor)

Robert Thomas Fowler (Debtor), Lenore Hutchens (Co-Debtor)

The foregoing OFFER TO PURCHASE is accepted and the foregoing Consumer Credit Sale is consummated, this the 17th day of October, 1981.

EAST GREENVILLE COUNTY FARMS, INC. (SELLER or SELLER'S AGENT)

BY: John Woolbright (SELLER'S AGENT) OCT 6 1981 at 11:11 AM

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