

a general assignment and bill of sale to effectuate the total and complete transfer and assignment of the Accounts and the securities therein described, and a certified resolution of its Board of Directors satisfactory to the Purchaser, authorizing the sale of the Accounts and authorizing the execution of this agreement and the conveyances provided for herein. In addition thereto, the Seller shall deliver and hand over to the Purchaser all of the land contracts and other items listed on Exhibit A and described in Paragraph 1 (a) and (b) above endorsed to the Purchaser with full recourse to Seller. The transfer and assignment shall be of sufficient form and content to satisfy the attorneys or representatives of the Purchaser that effective title and rights to the debts and the security are being properly conveyed and assigned. Each original land contract or other evidence of title securing the Accounts shall be accompanied by a recordable transfer and assignment, satisfactory in form to the Purchaser, executed by the Seller, and of sufficient form and content to enable the Purchaser to perfect the Seller's title into the Purchaser as a result of the filing or recording thereof. With regard to the real properties set forth on Exhibit A, which Seller holds or owns, Seller shall make, execute, and deliver appropriate deeds and transfers to the Purchaser in order to convey and perfect fee simple title as to each, except as to the rights of the debtors therein described. Seller shall furnish title insurance in favor of Purchaser on all real property transferred hereunder. The Seller shall likewise execute appropriate agreements and transfers in order to assign and convey to the Purchaser any and all right, title and interest which the Seller may have in respect to insurance policies or indemnity agreements, including but not be limited to hazard insurance, credit life, credit health or other credit insurance and all of the rights of the Seller in such policies or indemnities, as loss payee or otherwise. Seller shall further deliver to Purchaser all other instruments, obligations, agreements, credit information, and any other documents or information relating to or securing the Accounts. After closing, the Seller also promises to sign, execute, make and deliver any additional documents, transfers, conveyances, or assignments which may be necessary to accomplish the purpose provided for herein.

5. The Seller hereby expressly warrants, guarantees, represents, and covenants as follows:

(a) That Seller is duly organized, existing and in good standing under the laws of the State of South Carolina.

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