

10. In addition to all of the representations, warranties and covenants contained in this agreement and as an inducement and in further consideration to Purchaser under this agreement, the undersigned Guarantor, by execution of this agreement as Guarantor, does hereby individually represent, warrant and covenant to Purchaser that all the representations and warranties of Seller contained herein are true and correct and the undersigned Guarantor does, by executing this agreement, individually guarantee the performance by Seller of all its obligations, terms and conditions including Seller's repurchase obligations contained herein. In the event of default by Seller, the undersigned Guarantor warrants, covenants unto Purchaser that Guarantor will individually upon notice perform Seller's repurchase obligation and indemnify Purchaser from loss against any and all breach of warranties constituting a default by Seller hereunder.

11. All notice required under this agreement will be made to Purchaser at Mauldin Square Mauldin, S.C. 29662, and to Seller at PO Box 4157 Greenville, S.C. 29608. Both Purchaser and Seller consent that service of process for any suit brought with regard to this agreement may be made at the addresses listed herein.

12. This agreement sets forth the entire understanding of the parties, and all of the terms and provisions of this agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors or assigns of the Seller and the Purchaser.

13. This agreement shall have no force and effect and Purchaser shall have no liability whatsoever to the Seller, until this Agreement has been signed by the President of the Purchaser.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Purchase and Sale to be executed the day and year first above written.

ATTEST:

James C. Mosley Jr.

Donald R. White

SELLER: Robert A. Bailey
By: [Signature]

PURCHASER: Het Finance Inc
By: [Signature]

The undersigned unconditionally guarantees the performance by Seller of its obligation under this agreement.

GUARANTOR

Address

Date _____, 19____

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