

REAL ESTATE PURCHASE AGREEMENT Date December 21, 1983 \*Revision Account Number 39-1-16

AGENT OF ORIGINAL CREDITOR: Ganymede, Inc. and Leander, Inc. 102 West Stone Avenue Greenville Greenville South Carolina

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

PURCHASER(S)-DEBTOR(S): William J. Elder and wife 619.2-2-15 (NOTE)

Route 1, Box 175-A Duncan Spartanburg SC 29334

HOLDER IN DUE COURSE: N/A (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 #16, Phase I of J. F. Estates, consisting of 2.3 acres and being located in Greenville County, South Carolina.

\*Contract revised showing increased acreage and new lot number.

Table with 2 columns: Description and Amount. Includes Cash Price (\$8,280.00), Less Total Downpayment (\$828.00), Unpaid Balance of Cash Price (\$7,452.00), Total Other Charges (\$0.00), Unpaid Balance (incl Other Charges) (\$7,452.00), Total Promiss. Credit Insurance (if any) (\$0.00), Amount Financed (\$7,452.00), FINANCE CHARGE (Time Price Differential) (\$7,535.46), Total of Payments (\$14,987.46), ANNUAL PERCENTAGE RATE: 16%

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 thereof, 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 immediately will properly 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 ad valorem 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 hereinafter mentioned, and SELLER agrees to file to such Real Estate Mortgage or Deed of Trust, at its expense, any and all necessary 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 \$ 285.00. 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 thereafter by Act of God or other casualty of any sort is herewith assumed by DEBTOR. Further, SELLER and SELLER'S AGENT shall not be liable nor 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, unlawful or omitted act or omission of DEBTOR or his trustee(s) or family and shall defend and hold SELLER and SELLER'S AGENT harmless for any damage(s) losses or expenses 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 future or subsequent claims 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 hereinafter mentioned, constitutes the ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, and no waivers or modifications 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. UNDEBTOR(S) DEBTOR(S) UNDERSTAND THAT ANY SUBSEQUENT CREDITOR UPON ASSIGNMENT TO IT BY THE ORIGINAL CREDITOR (SELLER) WILL RELY UPON THIS REPRESENTATION AND ACKNOWLEDGEMENT IN ACCEPTING THE COLLATERAL 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 May 1st 1982 in 120 equal consecutive payments of \$ 124.90

The other terms and conditions of this consumer credit sale of real property are stated specifically in that certain "NEGOTIABLE INSTRUMENT - VACANT LOT - LARD," 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 as 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. 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 the AGREEMENT. In the interest of conserving paper and to avoid repetition, the parties stipulate that DEBTOR'S obligations 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 expressly agreeing 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. Witness: Cheryl R. Spargo, Crayton Haney (Sales Representative), Tom L. Smith (Witness as to DEBTOR), William J. Elder (Debtor), (Seal), (Seal). Subscribed and to before me this 21st day of Dec, 1983. Notary Public for S.C. My commission expires 12-15-83.

The foregoing OFFER TO PURCHASE is accepted and the foregoing Consumer Credit Sale is consummated, this the 21st day of December, 1983. GANYMEDE, INC. BY: Cheryl Spargo, LEANDER, INC. BY: Cheryl Spargo. (CONTINUED ON NEXT PAGE)

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