

AGREEMENT OF SALE

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Made this 22 day of March, 1982 by and between Finance America Corp, a South Carolina corporation, (the "Buyer") and Thomas G. & Joyce Atkinson (the "Seller"). Seller does hereby agree to grant, bargain, sell, assign, transfer, set over, and convey unto the Buyer the following described choses in action, property and property rights, to wit:

Note dated Jan. 15, 1981, by and between Seller and Herbert F. and Carola Helms Customer/Obligor in the principal amount of Six Thousand Dollars (\$6,000.00) with a current balance of Five thousand two hundred Sixty Six Dollars 57/100 (\$5266.57) and secured by a Mortgage/Deed of Trust recorded among the land records of the County of Greenville, State of S. C., in RMX Office book 1530, page 612
Purchase price of said Note to be Three thousand Eight Hundred Twenty Dollars (\$3820.00)

Seller does hereby grant and warrant the following:

1. At the time of transfer and conveyance of the Note to Buyer:
 - a. Seller will be the sole owner of the Note;
 - b. The Note will be free of any and all liens, claims or encumbrances;
 - c. No previous transfers or assignments of the Note have been made;
 - d. There is due and owing on the Note the amount represented by Seller to be due;
 - e. No foreclosures of property securing the Note or disposition thereof have been made by Seller;
 - f. None of the customer, obligors, endorsers, sureties or guarantors obligated on the Note are deceased or currently involved in litigation with Seller or are the subject of any proceeding in bankruptcy;
 - g. The Note is secured by a properly recorded real property mortgage or Deed of Trust which represents and constitutes a valid and legally enforceable second lien on the real property securing the Note;
2. The Note transferred hereunder shall not have been procured by fraud or fraudulent representations;
3. The Note is valid and a continuing obligation of the customer or person(s) obligated thereon;
4. The Seller has full right to sell, assign, and transfer the Note and the Mortgage/Deed of Trust;
5. The Note and Mortgage/Deed of Trust (including but not limited to any interest, fees, finance charges, time price differential or carrying charges) was made in full compliance with all applicable Federal and State laws and regulations;
6. Neither the Note nor the Mortgage/Deed of Trust is subject to any defense, setoff, or counterclaim. No claims or disputes exist regarding the Note or Mortgage/Deed of Trust;
7. The Note and Mortgage/Deed of Trust is genuine in every respect and each obligor on the Note or mortgagor/grantor on the Mortgage/Deed of Trust has the capacity to enter into a binding contract at the time of execution of any instruments related to it;
8. The representation made to the buyer accurately states the payments made by the obligor on the Note;
9. The Note does not represent a refinancing granted for the purpose of concealing from the buyer a delinquency.

Buyer agrees to deliver the purchase price to Seller on March 23, 1982, upon the condition precedent that the Assignment of Mortgage/Deed of Trust referred to above is accepted by the Register of Deeds/Register of Mesne Conveyances/Clerk of Court for recordation.

Thomas G. Atkinson
Joyce W. Atkinson

Witness:

Kelly M. Hart
Karen Sue Joreman

RECORDED MAR 23 1982 at 12:20 P.M.

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