

AGENT OF ORIGINAL CREDITOR: Ganymede, Inc. and Leander, Inc.
102 West Stone Avenue, Greenville, Greenville, SC 29609 NORTH CAROLINA

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

PURCHASER(S)-DEBTOR(S): Bryan L. Davis and wife
Lisa P. Davis
#4, 9th Street, Greer, Greenville, South Carolina 29681

HOLDER IN DUE COURSE: XX
 (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 #3 at J. F. Estates consisting of 2.02 acres and being located
in Greenville County, S.C. \$115 toward down payment paid now. Balance
of \$560 to be paid on or before July 3, 1982.

In this Credit Sale DEBTOR having been quoted both a "time price" and a lesser "cash price" has elected to purchase the COLLATERAL for the "time price" which is the sum of the Cash Price, Other Charges, and the FINANCE CHARGE, i.e. the "Total of Payments," as hereinafter computed and disclosed in this Consumer Credit Sale. It is agreed that title to such COLLATERAL shall remain in SELLER or its assignee (hereinafter collectively termed "SELLER") until all amounts due hereunder, or in any rearrangement thereof, are fully paid in cash.

The total "Time Price" and the "TOTAL OF PAYMENTS" due SELLER from DEBTOR, are computed and disclosed as follows:

1 Cash Price	\$ 8484.00
2 Less Total Downpayment	\$ 675.00
3 Unpaid Balance of Cash Price	\$ 7809.00
4 Total Other Charges	\$ 0.00
5 Unpaid Balance (incl. Other Charges)	\$ 7809.00
6 Total Premium, Credit Insurance (if any)	\$ 0.00
7 Amount Financed	\$ 7809.00
8 FINANCE CHARGE (Time Price Differential)	\$ 6192.60
9 Total of Payments	\$ 14001.60
10 ANNUAL PERCENTAGE RATE:	13 %

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 clerical 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 and SELLER agrees to file to such Real Estate Mortgage or Deed of Trust at its expense any and all revenue stamps required by law. Said conveyance shall be under the following terms and conditions:

DEBTOR has (hereby agreed to) pay 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 damage to loss or expense resulting from the negligent, unlawful or willful act or omission of DEBTOR or his wife(s) or family and shall defend and hold SELLER and SELLER'S AGENT harmless for any damages, 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 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 aforementioned constitutes the ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, and no waivers or modifications shall be valid unless in writing upon or attached to this AGREEMENT. Said AGREEMENT shall further apply to issue to the benefit of and bind the heirs, executors, administrators, successors and assigns of both SELLER and DEBTOR.

UNDERSIGNED DEBTORS UNDERSTAND THAT ANY SUBSEQUENT CREDITOR 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 August 1 1982 in 120 equal consecutive payments of \$ 116.68 (plus applicable taxes and other charges).

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 at even date with this REAL ESTATE PURCHASE AGREEMENT are incorporated herein by reference as fully as if set forth hereon 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 first identified above. It 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 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 all 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

Crayton Harey (Sales Representative)
Crayton Harey (Witness as to DEBTOR)
Nancy D. Green (Witness as to Co-Debtor)
Bryan L. Davis (Debtor)
_____ (Co Debtor)

The foregoing OFFER TO PURCHASE is accepted and the foregoing Consumer Credit Sale is consummated, this the 18th day of May 1982.

WITNESS: _____ (SELLER OR SELLER'S AGENT)
 WITNESS: _____ (SELLER)
Charles Shape, Jr. (SEAL)

10 (315) 619.3-1-3 (Notary)

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