

Contract to Purchase Holiday Auction & Realty, LLC

A contract to purchase is offered this 28th Day of January, 2010,

By _____ hereafter called Buyer
To ROBERT L. CLINKSCALE, MARTHA ANN EVANS, AND MARY FRANCES CLEVELAND,
INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE FOR THE ESTATE OF HELEN
GILLIAM called Seller.

Buyer agrees to buy and Seller agrees to sell all that lot or parcel of land with buildings and improvements thereon, if any, located at 28 Coolidge Ave, Greenville, SC 29607, Greenville County Tax Map #0196000601600 (hereinafter the "Property").

Subject to the following conditions:

The auction bid price (\$ _____) + 10% buyer's premium (\$ _____)
equals a total sales price of _____
(\$ _____).

Initial Here

Buyer shall deliver with this Contract a \$5,000 good faith deposit, which shall be held in escrow by Holiday Auction & Realty, LLC ("Broker").

As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party to this Contract to enable Broker to enforce his commission rights hereunder against the parties hereto. If Buyer defaults on this Contract, Buyer agrees that: (i) such good faith deposit shall be non-refundable and shall be delivered to Seller; and (ii) Buyer shall pay the full commission equal to the buyer's premium to Broker.

This contract is inclusive of the Terms of Sale contained in Exhibit B attached hereto and made a part of this Contract by reference. If the Terms of Sale are in conflict with this Contract, then the Contract shall govern.

Buyer agrees to pay all closing costs, including but not limited to, attorneys' fees, deed stamps and preparation, survey, and termite inspection. Taxes, water, sewer charges, fuel oil, electricity, rents as when collected and other assessments, shall be adjusted as of the date of closing. Property taxes will be prorated to the date of closing.

It is agreed that a good and marketable title, free of encumbrances, except subject to all conditions, restrictions, right-of-ways, leases, zoning restrictions, and easements of record, and to all government statutes, ordinances, rules and regulations, is to be furnished by seller. Seller and Buyer agree that the described property is being sold "AS IS -WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by the Seller or Broker. Buyer hereby represents that he has inspected the above described property and acknowledges and agrees that it was his sole responsibility to determine condition, genuineness, function, suitability for use, and value of the property and that neither Seller nor Broker is responsible for any errors or omissions made in the description of the property prior to or at auction.

