



**Gunter &
Associates**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Hamid Alami

AUCTION LOCATION – Online at www.UCGunterRealty.HiBid.com

AUCTION DATE – Monday, March 31st, 2025 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension See Paragraph 15 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Lanny Gunter (Broker/Auctioneer) of United Country Gunter & Associates located at 1103 Little St., Suite 3, Camden, SC 29020 (803-549-5322) has contracted with “Seller” to offer to sell at public auction certain real property.

AUCTIONEER – Matt Gallimore (Auctioneer/Real Estate Agent) United Country Gunter & Associates located at 1103 Little St., Suite 3, Camden, SC 29020 (803-549-5322) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

Consisting of +/- 0.80 acres and improvements; Parcel ID: 229-10-03-045 & 229-10-03-048;
Deed Book: 1217, Page: 1348

Address:

460 Broad St., Sumter, SC 29150

- **Online Bidding Open NOW**
- **Online Bidding Closes on Monday, March 31st, 2025 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (803) 549-5322 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in a Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online Bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact our office **United Country | Gunter & Associates** at (803) 549-5322. You can also email **Kayla Minors** at Kayla.Minors@Gunter-Realty.com or email **Lanny Gunter** at Lanny.Gunter@Gunter-Realty.com. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#15).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (803) 549-5322, Auctioneer Lanny Gunter at (803) 445-4377, or Realtor Matt Gallimore (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Gunter & Associates** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 7) **Earnest Money Deposit:** A **\$20,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Gunter & Associates no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 8) **Closing:** Closing shall be on or before **Friday, May 30th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 9) **Easements:** The sale of the property is subject to any and all easements of record.
- 10) **Survey:** A survey may need to be completed and approved by the County prior to the closing of the property. The costs associated with the survey and approval with the county will be the sole responsibility of the buyer.
- 11) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 12) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 13) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 14) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Gunter & Associates Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 15) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 16) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 17) **Buyer's Broker Fee:** A Buyer's Broker Fee of 2% (of the High Bid Price) is offered to SC State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 18) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of 2% (of High Bid Price) is offered to a cooperating SC State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 19) **Personal Property:** Personal property that conveys is listed in the Bidder Packet on Page #12 - 20

Lanny Gunter – United Country Gunter & Associates

Owner, Real Estate Broker, Auctioneer

1103 Little St., Suite 3

Camden, SC 29020

803-445-4377

Lanny.Gunter@Gunter-Realty.com

Individual State License #'s

South Carolina Real Estate Broker License #	88175
South Carolina Auctioneer License #	4883
Georgia Real Estate Broker License #	413226

Firm State License #'s

South Carolina Real Estate Firm License #	23147
South Carolina Auction Firm License #	4229
Georgia Real Estate Firm License #	78951

Matt Gallimore – United Country Gunter & Associates

Real Estate Agent, Auctioneer

1103 Little St., Suite 3

Camden, SC 29020

540-239-2585

Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Auction Services

Zoning

Zoned (GC) General
Commercial District



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

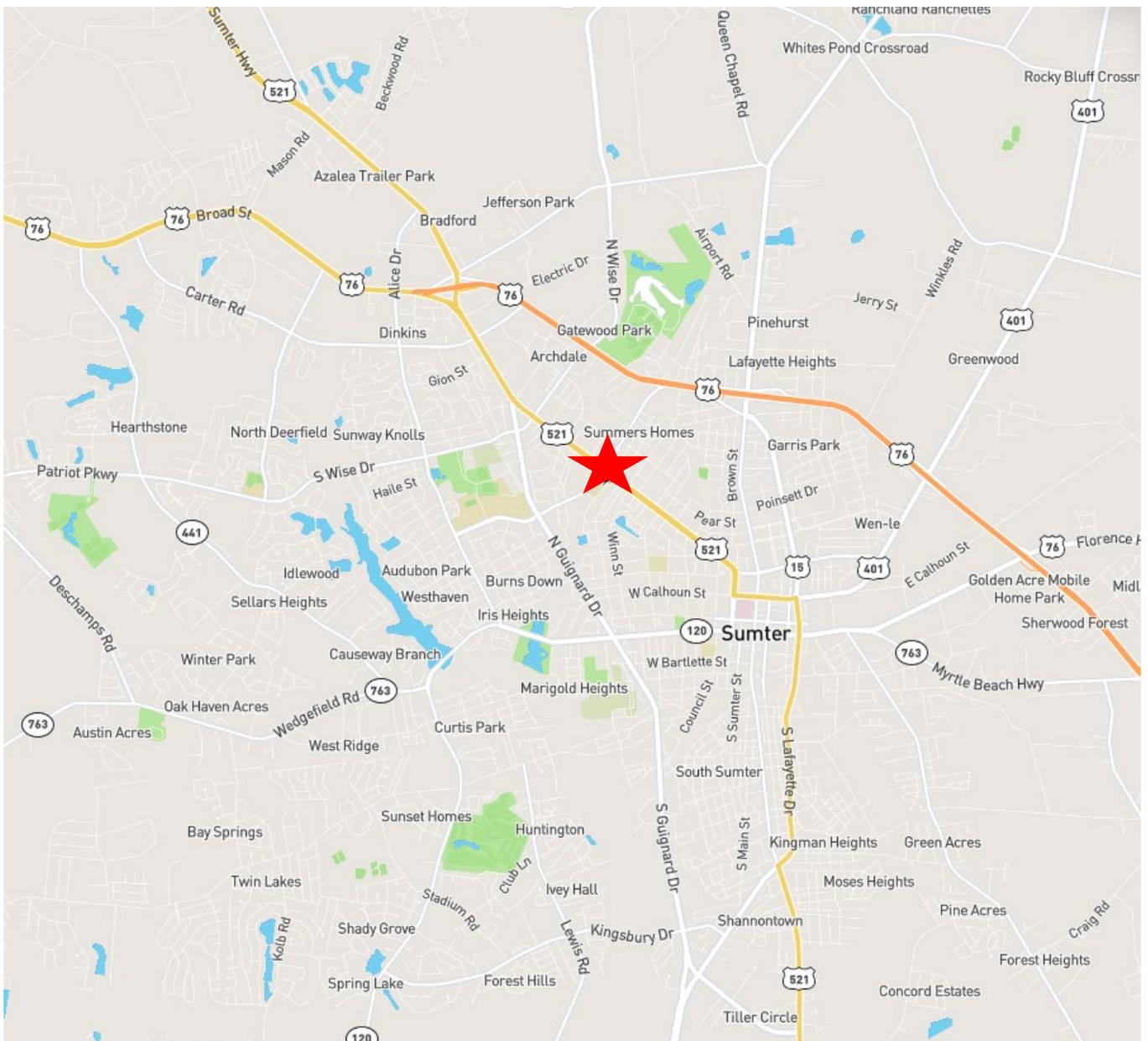
460 Broad St.,
Sumter, SC 29150





Location

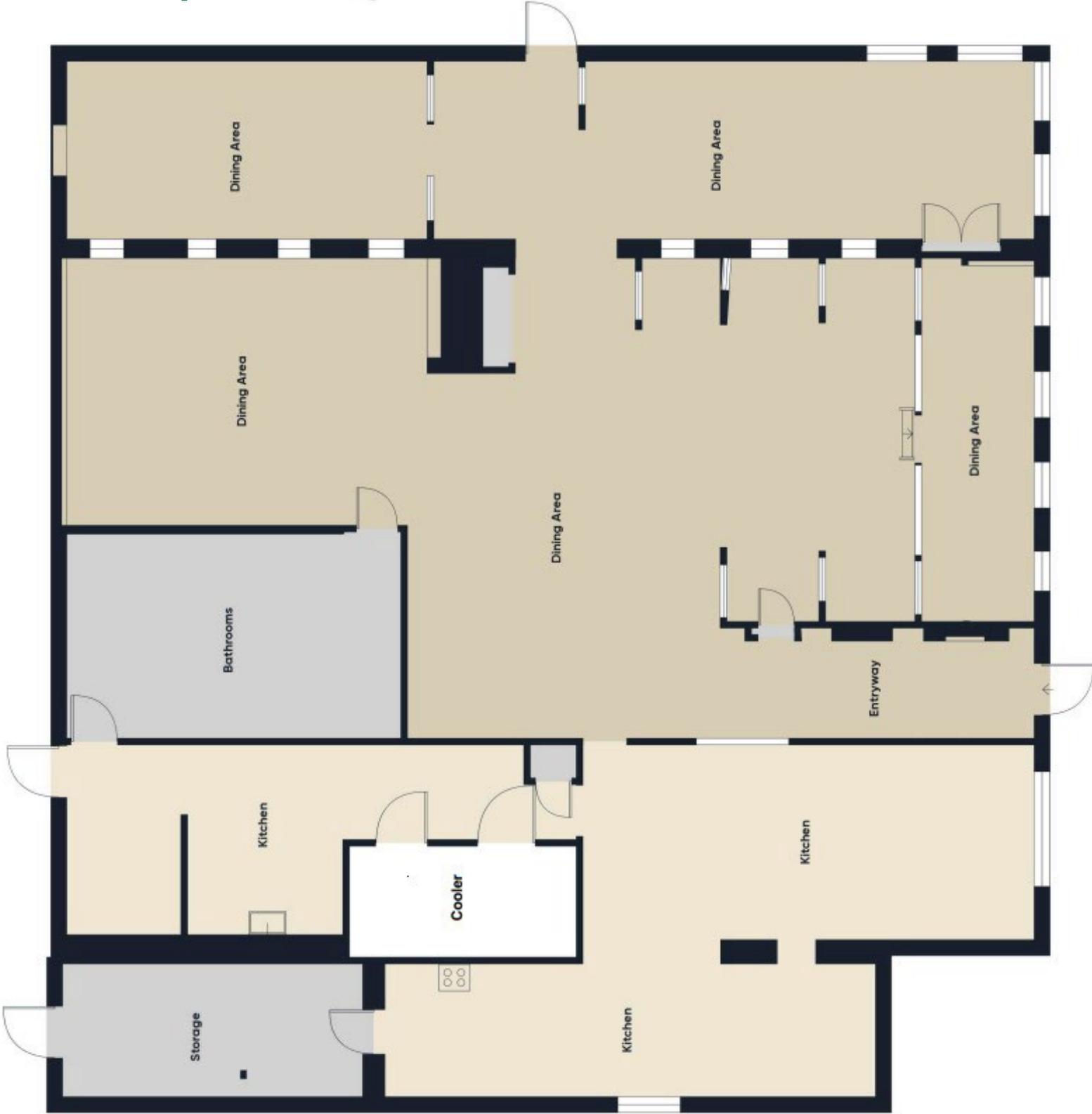
460 Broad St.,
Sumter, SC 29150



Approximate total area⁽¹⁾



4162 sq. ft.



The following personal property conveys with property owned by Hamid Alami:

- ~ 30 Tables
- ~ 20 Booths
- 80 Chairs
- Ice machine
- Pizza oven
- Deep fryer
- Refrigerated prep stations
- Food/salad bars
- Deep freezer
- Steel prep stations
- Jukebox
- Coca-Cola machine

I certify that I am the owner of the personal property listed above

hamid alami
Hamid Alami



Ice machine



Refrigerated prep station



Steel prep table



Deep fryer

I certify that I am the owner of the personal property listed above

hamid alami

Hamid Alami



Steel prep tables, Pepsi chalkboard, microwave, fan, dough sheeters, shelving



Steel prep table, cash register

Pizza oven, trash can, plates, prep table

I certify that I am the owner of the personal property listed above

hamid alami

Hamid Alami



Steel prep table, fan, shelving



Refrigerated prep station, chair, fan



Chest freezer



Refrigerated prep station

I certify that I am the owner of the personal property listed above

hamid alami

Hamid Alami



Pizza oven



Steel prep station, plates, trash can



Food buffet station

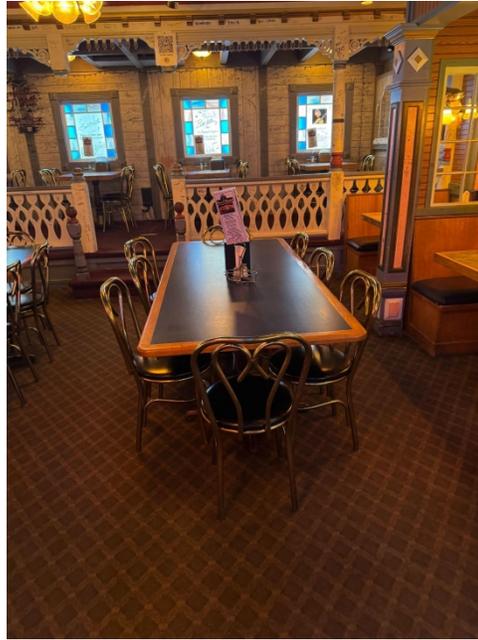
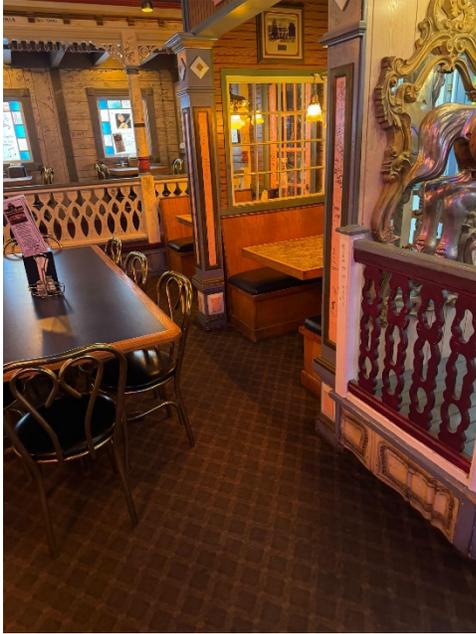


Salad bar station

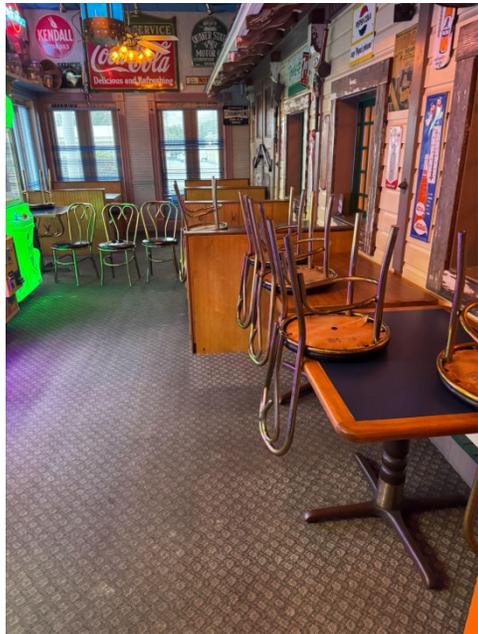
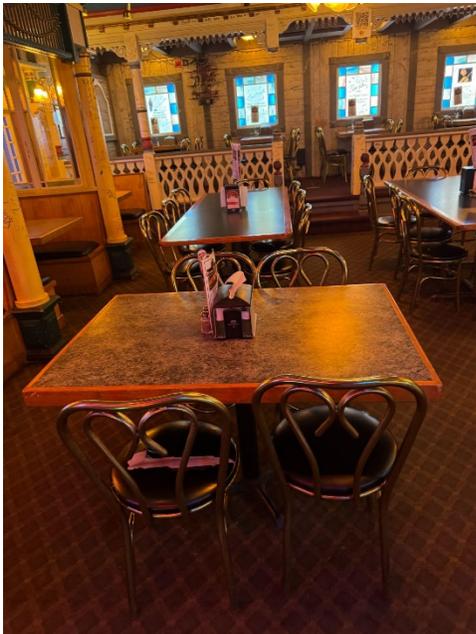
I certify that I am the owner of the personal property listed above

hamid alami

Hamid Alami



Dining table with chairs and 2 booths Dining tables and chairs



Dining tables and chairs Dining table chairs, vintage signs

I certify that I am the owner of the personal property listed above

hamid alami
Hamid Alami



Two dining tables/chairs, six booths



Carousel horse decoration



Booth, carousel and vintage sign



Booths, and vintage signs

I certify that I am the owner of the personal property listed above

hamid alami

Hamid Alami



Vintage Coca-Cola machine



Jukebox



Vintage neon signs



Vintage ticket booth and movie sign

I certify that I am the owner of the personal property listed above

hamid alami

Hamid Alami



Jukebox, Coca-Cola machine, vintage signs



Vintage scale



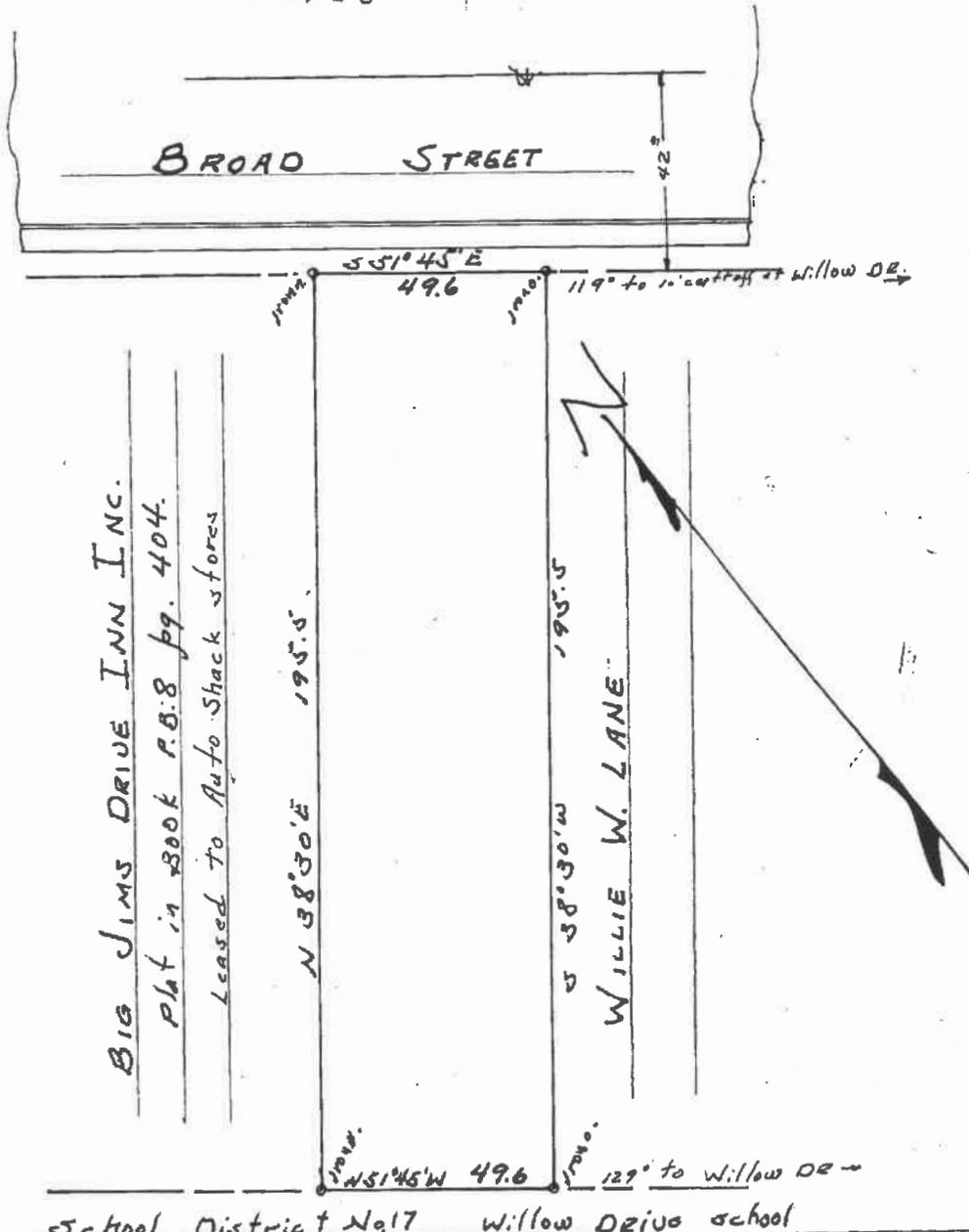
Vintage neon signs

I certify that I am the owner of the personal property listed above

hamid alami

Hamid Alami

RECORDED
VOL: P886 PG: 1520
DATE: 9/25/86 TIME: 4:19
RMC SUMTER COUNTY, S C



BIG JIMS DRIVE INN INC.
Plat in Book P.B. 8 pg. 404.
Leased to Auto Shack stores

School District No. 17 Willow Drive school

South Carolina Sumter County City of Sumter
The above Plat represents a 50' strip of
land on Broad St. lying 129ft. northwest of
Willow Drive.

This lot owned by Big Jims Drive Inn Inc.
is being conveyed to
WILLIE W. LANE.

Scale 1" = 30'

Part of Tax Map No. 229-10-03-044 surveyed Sept. 10, 1986
File No. 86-45 H.S. Wilkerson, R.L.S.

Nancy O. Gregory Deputy Auditor 9/25/86

Sumter County, SC

Summary

Parcel Number 229-10-03-045
Legal Description Z41-398 .578 AC -
District 17 - City of Sumter
Neighborhood COM,MILLER,BROAD TO BULTM
Location Address 460 BROAD ST
 SUMTER 29150

Plat Book/Page

[View Map](#)

Owners

[PIZZA LANE LLC](#)
 460 BROAD ST
 SUMTER SC 29150

Valuation

Year	2024	2023	2022	2021
Market Land Value	\$94,740	\$94,743	\$94,743	\$94,743
+ Market Improvement Value	\$173,755	\$180,445	\$180,445	\$180,445
+ Market Misc Value	\$6,690	\$0	\$0	\$0
= Total Market/Exemption Value	\$275,185	\$275,188	\$275,188	\$275,188
Assessed Land Value	\$5,680	\$5,690	\$5,690	\$5,690
+ Assessed Improvement Value	\$10,430	\$10,830	\$10,830	\$10,830
= Total Assessed Value	\$16,510	\$16,520	\$16,520	\$16,520

Legal Residence Form

Mailing Address Change

Military Non-Resident

Apply for Ag Special Assessment

Buildings

EffectiveYearBuilt 1986
Full Baths 0
Improvement Code C19_D6
Improvement Description RESTAURANTS-CAFETERIAS
Is Mobile Home False
Total Baths 0
Total Rooms
Actual Year Built 1979
Bedrooms
Main Fin. Area 4162

Extended Description COVERED PORCH-FIN-COMM (544.52) | ENCLOSED PORCH-FIN-COMM (82.08) | MAIN AREA-HIGH RATE (4161.8) | OPEN PORCH-FIN-COMM (303.4) | UTILITY- FIN-COMM (200)
Exterior Walls BRICK ON WOOD OR MASONRY
Number Of 0
Fireplaces
Foundation SLAB
Roof Cover BUILT UP - TAR & GRAVEL
Roof Type FLAT
Floor CONCRETE & ASPHALT TILE with 50% CARPET AND UNDERL
Heating TABLE 104- Heat & Air

Miscellaneous Improvement Information

Description	Size	Units	Market Value
PAVEMENT ASPHALT GOOD	0 x 0	19000	6210
FENCE CHAINLINK 5'	0 x 0	155	480

Tax information

[Click here to view the Tax Collector website.](#)

Sales

Sale Date	SalePrice	Grantee	Land Only Sale	Deed Type
12/10/2015	\$350,000	PIZZA LANE LLC	Q	SALE BY DEED
1/1/1995	\$0	LANE WILLIE W	C	

Recent Sales in Area

Sale date range:

From: To:

Distance:

Map



Sketches

Sumter County, SC

Summary

Parcel Number 229-10-03-048
Legal Description PB86-1520 0.22 AC
District 17 - City of Sumter
Neighborhood COM,MILLER,BROAD TO BULTM
Location Address BROAD ST
 Sumter County
Plat Book/Page

[View Map](#)

Owners

[PIZZA LANE LLC](#)
 460 BROAD ST
 SUMTER SC 29150

Valuation

Year	2024	2023	2022	2021
Market Land Value	\$36,380	\$36,375	\$36,375	\$36,375
+ Market Improvement Value	\$0	\$7,800	\$7,800	\$7,800
+ Market Misc Value	\$7,800	\$0	\$0	\$0
= Total Market/Exemption Value	\$44,180	\$44,175	\$44,175	\$44,175
Assessed Land Value	\$2,180	\$2,180	\$2,180	\$2,180
+ Assessed Improvement Value	\$0	\$470	\$470	\$470
= Total Assessed Value	\$2,650	\$2,650	\$2,650	\$2,650

Legal Residence Form

Mailing Address Change

Military Non-Resident

Apply for Ag Special Assessment

Miscellaneous Improvement Information

Description	Size	Units	Market Value
PAVEMENT ASPHALT GOOD	0 x 0	7800	7800

Tax information

[Click here to view the Tax Collector website.](#)

Sales

Sale Date	Sale Price	Grantee	Land Only Sale	Deed Type
12/10/2015	\$350,000	PIZZA LANE LLC	S	SALE BY DEED
1/1/1995	\$0	LANE BILLY W	C	

Recent Sales in Area

Sale date range:

From: To:

Distance:

Map



No data available for the following modules: Buildings, Tax History, Sketches.

Sumter County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 12/3/2024, 12:34:41 AM

[Contact Us](#)

Developed by
 **SCHNEIDER**
GEO SPATIAL

Zoning Ordinances

ARTICLE TWO ESTABLISHMENT OF ZONING DISTRICTS AND MAPS

SECTION A: ZONING DISTRICTS

2.a.1. In order to implement the Sumter City-County Comprehensive Plan, the City of Sumter is hereby divided into the following zoning and development districts:

a. Residential Districts Shall be Identified as Follows:	<u>Map Symbols</u>
Single-Family Residential District	R-15
Single-Family Residential District	R-9
Single-Family Residential District	R-6
General Residential District	GR
Residential Multi-Family District	RMF
b. Non-Residential Districts:	
Professional Office District	PO
Neighborhood Commercial District	NC
Limited Commercial District	LC
General Commercial District	GC
Central Business District	CBD
Light Industrial and Wholesale District	LI-W
Heavy Industrial District	HI
Conservation-Preservation District	CP
Agricultural Conservation District	AC
c. Special Purpose Districts:	
Airfield Compatibility District	APZ/DNL
Planned Development	PD
Highway Corridor Protection District	HCP
d. Overlay Districts:	
Hampton Park Design Review District	HP
Downtown Design District	DT

2.a.2. The minimum area of any free-standing zoning area will be 2.0 acres. Free-standing zoning areas are areas where common types of zoning are contiguous. Those common types include commercial (GC, LC, NC, and PO), Industrial (HI and LI), Residential (R-15, R-9, R-6, GR, and RMF), Planned Development (PD), Agricultural (AC), and Conservation Preservation (CP).

SECTION B: ZONING DISTRICT BOUNDARIES AND OFFICIAL MAP(S)

2.b.1. Official Zoning & Development Standards Map(s): The boundaries of the zoning districts are shown on a map(s) entitled “Official Zoning and Development Standards Map(s), City of Sumter, South Carolina, which together with all explanatory matter is adopted by reference and declared to be a part of this Ordinance. The Official Zoning and Development Standards Map for the City of Sumter shall be identified by the signature of the Mayor of the City of Sumter, and attested to by the City Clerk. The Official Zoning and Development Standards Map(s) shall record the original date of adoption with each revision so noted on the Map(s).

- a. Regardless of the existence of the purported copies of the Official Zoning and Development Standards Map(s) which may from time to time be made, sold, or published, or the FIRM Boundary Maps, the Official Map(s) shall be located in the Clerk of Council office for the City of Sumter, and the offices of the Sumter City-County Planning Commission. The Official Zoning and Development Standards Map(s) for the City and/or County of Sumter shall be the final authority as to the current zoning status of the lands, water areas, buildings, and other structures in the City of Sumter.

2.b.2. Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) City of Sumter, South Carolina, and, Sumter County, South Carolina, (Unincorporated Areas): Referenced as Community-Panel Numbers 450184 001-0004 Map Revised December 18, 1981, and Community Panel Numbers 450182 0025-0275 Effective Date: January 5, 1989, are hereby adopted for use in the implementation of this Ordinance. Future revisions are adopted as published and become effective on map date or as soon as received, whichever in later.

2.b.3. Interpretations of the Boundaries on the Official Map(s): Where boundaries of districts are shown on the official Zoning and Development Standards Map(s) or the FIRM maps, the following rules shall apply:

- a. Boundaries indicated as approximately following the center line of streets, highways, or roads, shall be construed to follow such center lines;
- b. Boundaries indicated as approximately following platted lot lines shall be construed as following platted lot lines;
- c. Boundaries indicated as approximately following political boundaries shall be construed as following such lines;
- d. Boundaries indicated approximately as parallel to or extension of features in the above-mentioned items shall be so construed;
- e. Boundaries indicated as following approximately the centerline of waterways, creeks, ditches, shall be construed as following such lines;

- f. Distances not specifically indicated on the Official Zoning and Development Standards Map(s) shall be determined by the scale of the Map(s);
- g. Where physical or cultural features existing on the ground are at a variance with those shown on the Official Zoning and Development Standards Map(s), or other circumstances covered in the above-mentioned items, the Sumter City-County Board of Zoning Appeals shall interpret the district boundaries;

2.b.4. Amendments to the Official Zoning & Development Standards Map(s): If, in accordance with the provisions of this Ordinance and *S.C. 6-29-720*, changes are made in district boundaries or other matters portrayed on the Official Zoning and Development Standards Map(s), such changes shall be entered on the Map(s) promptly after the amendments have been made by the Sumter City Council. No amendments to this Ordinance which involve matters portrayed on the Map(s) shall become effective until after such changes have been made on the said Map(s).

2.b.5. Annexation Zoning: All territory which may hereafter be granted or annexed to the City of Sumter, shall be classified automatically in the zoning which it was previously zoned in the unincorporated portion of Sumter County. However, the applicant or owner of said property may request and/or City Council may designate a zoning district that is compatible with existing surrounding land uses and supports the Comprehensive Plan, at the time of annexation. Such changes in zoning which emerge with annexation of property into the City must be accompanied with the recommendation from the Sumter City-County Planning Commission.

SECTION I: GENERAL COMMERCIAL (GC) DISTRICT

3.i.1. Purpose: This district is to accommodate the broadest possible range of commercial uses, determined principally by market conditions, while protecting the environment from potentially objectionable uses.

3.i.2. Permitted: Within the GC District, a building, structure or premise shall be used only for the purposes identified by a ‘P’ on the GC column of *Exhibit 5* of this Ordinance.

3.i.3. Conditional Uses: Review and approval by the Staff of the Sumter City-County Planning Commission in accordance with *Article 5.b.1.* shall be a prerequisite to the issuance of a building permit for any conditional use identified by a ‘C’ on the GC column of *Exhibit 5* of this Ordinance.

3.i.4. Special Exceptions: Review and approval by the Sumter City-County Zoning Board of Appeals in accordance with *Article 5.b.2.* shall be a requirement before any uses identified by an ‘S’ on the GC column of *Exhibit 5* of this Ordinance.

3.i.5. Development Standards: Notwithstanding development standards set forth elsewhere by this Ordinance, the following minimum requirements shall apply within the GC District.

a. **Lot Requirement (Minimum)**

Width: 0 ft. for commercial development

(Lot width is measured by the linear feet required at the building setback line):

Lot Size: minimum lot size for residential use is 6,000 sq. ft.

Depth: N/A

b. **Yard and Building Set Back Requirements (Minimum)**

	<u>Front Yard Setback</u>
From Local/Collector Streets	35 ft.

(Note: The front yard setback is 20 feet if the street is an arterial street when off-street parking is provided on the side or rear of a building; 45 feet if the parking is located in front of the building).

	<u>Side Yard Setback</u>
From abutting Residential Districts	50 ft.
From abutting Non-Residential Districts	0 ft.
For Residential Uses	8 ft.

	<u>Rear Yard Setback</u>
From abutting Non-Residential Districts	20 ft.
From abutting Residential Districts	50 ft.

- c. **Building Requirements** **(Maximum)**

Building Height	60 ft
Impervious Surface Ratio	92%
Floor Area Ratio	N/A

- d. **Off-street Parking Requirements:** Off-street parking requirements for uses permitted herein or conditionally allowed by action of the Sumter City-County Planning Commission are established in *Article 8.j*.

- e. **Landscaping Requirements:** Landscaping requirements for uses permitted herein or conditionally allowed by action of the Sumter City-County Planning Commission are established in *Article 8.d*.

SECTION J: RESERVED

Jacobs H. Bayfield

BOOK: 1217
PGS: 1348 - 1351
D December 10, 2015 11:00:19 AM Pgs 4
Rec: \$10.00 Total: \$1,305.00
Cnty: \$385.00 State: \$910.00 Cons: \$350,000.00
VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY
BY: RBC

*Curtis and Croft, LLC
325 W. Calhoun Street
Sumter, SC 29150
File No. Curtis & Croft 2015-251

Auditor's Endorsement
12/16/2015 11:14:10 AM

Lanetta A. McEntee

State of South Carolina)
)
County of Sumter)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **Billy W. Lane A/K/A Willie W. Lane**, (hereinafter called "Grantor"), in consideration of **Five Dollars (\$5.00)**, and other good and valuable consideration, to the Grantor in hand paid at and before the sealing of these presents, by **Pizza Lane, LLC** (hereinafter called Grantee) in the State aforesaid, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **Pizza Lane, LLC**, its successors and/or assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

See Attached "Exhibit A" for Legal Description

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever.

And the Grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter.

Such words of inheritance shall be applicable as are required by the gender of the Grantee.

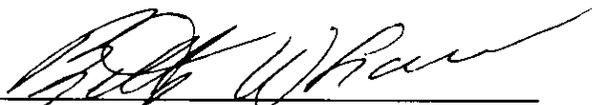
STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF SUMTER)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property is being transferred is located at 460 Broad Street bearing Sumter County Tax Map Number 229-10-03-04- & -045, was transferred by **Billy W. Lane A/K/A Willie W. Lane** to **Pizza Lane, LLC**.
- 3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth was **\$350,000.00**.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____

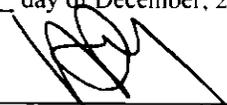
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

- If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____
- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **Three Hundred Fifty Thousand and 00/100 (\$350,000.00)**
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
- 5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
- 6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: (\$350,000.00)
 - (b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
 - (c) Subtract line 6(b) from line 6(a) and place the result here: (\$350,000.00)
- 7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is \$ 1,295.00
- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor .
- 9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Billy W. Lane A/K/A Willie W. Lane

SWORN to before me this
 9th day of December, 2015



Notary Public for South Carolina
My Commission Expires: 02/02/2022

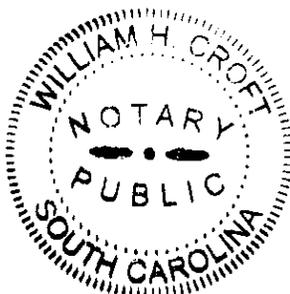


Exhibit A

All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the City and County of Sumter, State of South Carolina, being more particularly shown and delineated on that certain plat by H. S. Willson, RLS, dated September 10, 1986, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book PB86 at page 1520, and being bounded and measuring according to said plat as follows: on the Northwest by lands of Big Jim's Drive In, Inc., and measuring thereon 195.5 feet; on the Northeast by the right of way of Broad Street on which it fronts 49.6 feet; on the Southeast by lands of Willie W. Lane and measuring thereon 195.5 feet; and on the Southwest by lands of School District 17 shown on said plat as Willow Drive School and measuring thereon 49.6 feet, be all of said measurements according to said plat and a little more or less. This being the property shown on the Auditors map of Sumter County as Tax Parcel No. 229-10-03-048.

This being the identical property conveyed unto Billy W. Lane by deed of Big Jim's Drive In, Inc., dated September 18, 1986 and recorded in the Office of the Register of Deeds for Sumter County in Book 434 at page 660 on September 25, 1986.

ALSO:

All that certain piece, parcel or lot of land with the improvements thereon, if any, situate, lying and being in the City and County of Sumter, State of South Carolina, said parcel of land being a portion of Parcel 6 on a certain plat of Palmer & Malone, CE's, dated September 29, 1964 and recorded in the Office of the Clerk of Court for Sumter County in Plat Book Z-21 at page 153; said lot of land being bounded on the Northeast by Broad Street of said City and measuring thereon 129 feet, neither more nor less, on the Southeast by Willow Drive as shown on said plat and measuring thereon 200 feet, more or less, on the Southwest by Parcel 5 as shown on said plat, said to be property of Sumter School District #17, and measuring thereon 129 feet, neither more nor less, and on the Northwest by the remainder of said parcel 6 and measuring thereon 200 feet, more or less; the Northwestern boundary line to be parallel to the Southeastern line fronting on Willow Drive; SAVE AND EXCEPT such portion of said lot as may have been conveyed or condemned by the South Carolina State Highway Department for the widening of Broad Street, or such portion as may be contracted for sale to the South Carolina State Highway Department for the widening of Broad Street, as aforesaid; this being a portion of the property conveyed to Big Jim's Drive-In, Inc. by deed of School District #17 recorded in the office of the Clerk of Court for Sumter County in Deed Book Y-9 at page 1292. This is the same property shown on plat recorded in said Clerk's Office in Plat Book Z-41 at Page 398. This being the shown on the Auditors map of Sumter County as Tax Parcel No. 229-10-03-045.

This being the identical property conveyed unto Willie W. Lane by deed of Big Jim's Drive-In, Inc., dated September 1, 1978 and recorded in the Office of the Register of Deeds for Sumter County in Book J-10 at page 304 on September 19, 1978.



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(GENERAL COMMERCIAL USE)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), _____ ("Buyer"), and
Seller(s), Hamid Alami _____ ("Seller")

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

[] BUYER [] SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ TBD _____ (USD)

Payable by [] a combination of financing and cash or [] cash. Payment shall be good funds.

The sale of Buyer's real property [] is [x] is not required for Purchase and this contingency terms [] are [x] are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property in the same general condition as existed on the Effective Date, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments).

Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address 460 Broad St. _____ Suite/Unit# _____

City Sumter _____ State of South Carolina

Zip 29150 _____ County of Sumter _____

[] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

Lot _____ Block _____ Section/Phase _____ Subdivision _____

Other _____ TMS _____

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and shall occur the earlier later of 5 PM on or before May 30th, 2025 or _____ days from the expiration of the Due Diligence period set forth in Sec. 12 ("Closing Date") with One (1) automatic extension of three (3) Business days for an unforeseen delay through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): _____ or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of the property to Buyer at Closing.

5. EARNEST MONEY: \$ 20,000 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ _____ will be paid within _____ Business Days after Effective Date and Earnest Money is in the form of check cash other (wire, etc.) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize United Country Gunter & Associates as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY AND PAY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the Seller's or Buyer's transaction costs.

7. FINANCE: Buyer's obligation under this Contract is is not contingent upon obtaining financing during the Due Diligence Period.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Seller will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the Inspections

Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

This Contract is is not contingent upon the Property being valued at an Appraised Value equal to or greater than the Purchase Price.

10. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than earlier later of _____ Business Days after the original Effective Date or on March 31st unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- Conduct/obtain inspections
- Obtain necessary permits
- Obtain necessary rezoning of the Property
- Determine availability of utilities to the Property
- Obtain financing
- Conduct a survey of the Property
- Conduct an environmental study of the Property
- Conduct a soil analysis of the Property
- Terminate Contract by delivering written notice to the Seller

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller Notice of Termination

If Seller receives the Delivered Notice of Termination during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Either Party will have the right for 10 Business Days after Notice of damage to Deliver Notice of Termination to the other party. If both Parties agree to proceed according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying and paying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. PERMITS AND LICENSES: This Contract is is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities for Buyer's intended use.

15. REZONING: This Contract is is not contingent upon the Property being rezoned.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract is is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for water and sewer service to the Property suitable for the Buyer's intended use.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. MEGAN'S LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the Seller or Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

24. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

25. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

26. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

27. MEDIATION CLAUSE. Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

28. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

29. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract.

32. BROKER LIABILITY LIMITATION: *Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from beach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.*

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the South Carolina Disclosure of Real Estate Brokerage Relationships, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ AM PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are attached or to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: _____ **Date:** _____ **Time:** _____

BUYER: _____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

_____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

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[] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

TRANSACTIONAL INFORMATION:

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): _____

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): _____

ESCROW AGENT CONTACT INFO: _____

LICENSEE: Matt Gallimore SC LICENSE # 139344 EXPIRES _____

BROKER IN CHARGE: Lanny Gunter SC LICENSE # 88175 EXPIRES _____

BROKERAGE COMPANY NAME: Gunter & Associates Realty

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE _____

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: South Carolina Office

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: 803-549-5322

OTHER: _____

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE _____

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE