



December 12, 2011

Mr. John E. Patterson

RE: 305 Hollenbeck Road
Irmo, SC 29063

Dear Mr. Patterson:

Thank you for choosing Rogers Townsend & Thomas, PC to act as Settlement Agent on your behalf for the real estate closing of the above-referenced property.

Our representation of you as Settlement Agent is outlined in the attached Closing Agreement. **PLEASE INITIAL THIS LETTER BELOW AND INITIAL AND SIGN THE ATTACHED AGREEMENT AND RETURN BOTH TO US IMMEDIATELY AS WE ARE REQUIRED TO RECEIVE YOUR WRITTEN CONSENT TO THE TERMS OF OUR REPRESENTATION PRIOR TO ORDERING A TITLE SEARCH OR BEGINNING ANY OTHER WORK ON YOUR TRANSACTION.** You may fax or email a copy of the executed agreement to 803-343-7009 or shanda.ball@rtt-law.com. Please include a copy of your photo identification as noted in the agreement. Should you have any questions or wish to discuss any part of the attached agreement, please contact one of the attorneys listed above at (803) 771-7900.

Upon completion of this transaction, any representation undertaken by us for you shall terminate, unless an on-going relationship has been negotiated and a separate engagement letter has been executed. If you require additional services, we will be pleased to discuss our rates and billing practices with you.

PLEASE BE ADVISED THAT ROGERS TOWNSEND & THOMAS, PC REQUIRES ALL FUNDS FOR REAL ESTATE TRANSACTIONS TO BE WIRED INTO OUR TRUST ACCOUNT PRIOR TO CLOSING. THIS INCLUDES FUNDS FROM YOUR LENDER (IF APPLICABLE) AND ANY FUNDS WHICH YOU WILL HAVE TO BRING TO CLOSING. OUR WIRING INSTRUCTIONS ARE ATTACHED TO THIS LETTER, BUT PLEASE DO NOT WIRE ANY FUNDS OTHER THAN EARNEST MONEY DEPOSITS, IF APPLICABLE, UNTIL YOU RECEIVE YOUR FINAL HUD-1 SETTLEMENT STATEMENT FROM YOUR CLOSER.

Additionally, please make sure that you bring a state issued driver's license or identification card **AND** one other form of identification with you to closing. Acceptable forms are: military ID, passport, social security card, voter's registration card.

Initial Acknowledgement of Wired Funds Requirement _____

Sincerely,

ROGERS, TOWNSEND & THOMAS, PC

STATE OF SOUTH CAROLINA

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CLOSING AGREEMENT

COUNTY OF RICHLAND

WHEREAS, the undersigned John E. Patterson ("Purchaser") hereby agree that the law firm of Rogers Townsend & Thomas, PC ("Settlement Agent") will be providing the settlement services necessary to complete the closing of the purchase of 305 Hollenbeck Road, Irmo, SC 29063 ("Property").

WHEREAS, the Settlement Agent will represent Purchaser to fulfill the requirements to close the purchase of the Property as set out in the Contract and the loan obtained by Purchaser as set out in the lender's instructions; and if applicable, the Seller in the LIMITED CAPACITY of preparing the deed of conveyance,

WHEREAS, Purchaser and Settlement Agent wish to set forth the terms of such representation,

FOR AND IN CONSIDERATION of the mutual promises set out herein, it is agreed:

NO FUNDS WILL BE DISBURSED UNTIL ALL SETTLEMENT PROCEEDS HAVE BEEN RECEIVED BY SETTLEMENT AGENT AND DEPOSITED INTO SETTLEMENT AGENT'S ESCROW ACCOUNT. POSSESSION OF THE PROPERTY SHALL NOT BE GIVEN TO PURCHASER UNTIL ALL SETTLEMENT PROCEEDS ARE RECEIVED BY SETTLEMENT AGENT UNLESS OTHERWISE AGREED TO BY SEPARATE AGREEMENT IN WRITING BY SELLER.

1. Appointment of Settlement Agent

Settlement Agent has been employed by Purchaser to represent Purchaser in providing the legal and settlement services necessary for closing the sale as required by the Contract and as set out on the attached schedule. Settlement Agent will disburse all funds necessary to satisfy the terms and requirements of the Contract and the Purchaser's loan closing, if applicable. The fee charged by Settlement Agent for the aforementioned legal and settlement services will be paid by the Purchaser in the amount of \$425.00 unless otherwise provided in the Contract. There shall be an additional fee of \$300.00 should the transaction include a second mortgage loan. Additional fees include:

- Title Search \$185.00 (Full Search)
- Title Binder \$100.00

PLEASE NOTE: If you are purchasing a mobile home and your lender requires title insurance on the mobile home, an additional fee of \$450.00 + costs will be charged to retire the Certificate of Title to the mobile home. Additional costs include recording fees for the necessary affidavits, DMV fees and fees charged by the county for inspections. Additionally, please note that if your mobile home does not pass inspection, you will be responsible for making any necessary changes or repairs to bring the home into compliance within 30 days of the inspection.

Purchaser acknowledges that Purchaser is obligated to pay for any and all services rendered on behalf of Purchaser, including expenses incurred by third parties retained on behalf of Purchaser, regardless of whether the transaction is completed.

Purchaser consents to Settlement Agent or any employee of Settlement Agent leaving telephone messages including the property address for Purchaser's closing on either a voice mail or answering machine or with any person who may answer at any telephone number which either Purchaser, Purchaser's agent or Purchaser's lender provides to Settlement Agent as a contact telephone number for Purchaser.

2. Multiple Representation Disclosure and Consent

Since under South Carolina law, lenders are not permitted to select a purchaser's closing attorney, Purchaser shall designate Settlement Agent as Purchaser's closing attorney for its loan closing to purchase the Property and will direct its lender, if any, to send all closing correspondence and closing documents to Settlement Agent.

Purchaser acknowledges that Settlement Agent represents multiple interests with respect to this transaction, Purchaser, Seller (if applicable), Lender and the Title Insurance Company. In doing so, Settlement Agent has attempted to draft all closing documents in 018455-00001/305 Hollenbeck Road, Irmo, SC 29063 Initial _____

conjunction with this closing in accordance with the terms stated in the Contract, the Loan Commitment, Lender's closing instructions and further, in accordance with any other instructions written or verbal, received from the parties to this transaction. Settlement Agent hereby advises Purchaser that Purchaser has rights and responsibilities which do or may conflict against any of the other parties to this transaction. Because of these conflicts or potential conflicts, any attorney of Settlement Agent may not be able to represent any single one of these parties as adequately as (s)he could represent that party if (s)he were not engaged in multiple representation. Purchaser acknowledges and consents to such multiple representation. Purchaser further acknowledges that in the event that a conflict arises during or after closing which cannot be resolved by discussions among the parties, it would then be the responsibility of Settlement Agent to withdraw from representation of all parties for this matter, and that all parties would be under obligation to seek independent counsel for the reconciliation of these conflicts.

Settlement Agent believes that there are several benefits of such joint representation. There is financial economy for all parties when the real estate transaction is being handled by one law firm. Joint representation promotes ease of communication and coordination which in turn leads to greater speed in decision making. Attorney-client confidences are also protected in this arrangement subject to limitations set forth below.

While there are several inherent advantages in joint representation, Settlement Agent would also point out some possible drawbacks of joint representation. Although attorney-client confidences are generally privileged and therefore protected the closing attorney may need to give confidential information to a joint client that the other joint client does not want revealed. There is also an enhanced risk of the closing attorney's disqualification from further representation if a conflict arises between the joint clients. The closing attorney may have to withdraw from representation of all parties if any of the clients demand it or if a conflict arises between the jointly represented clients with the ensuing need for the parties to start afresh with a new attorney who is not familiar with the transaction.

An impermissible conflict is possible when the attorney serves in the roles set forth above during a real estate closing. At the beginning of the representation, the attorney must fully advise the clients of the possible effect of such joint representation on the exercise of his independent professional judgment and to obtain the informed consent of the joint clients to such representation. With respect to Purchaser, the closing attorney must also fully advise of the possible effect on the attorney's professional judgment caused by the closing attorney's duties to the lender and to the title insurance company as its agent or by his own financial interest in receiving a commission on any title insurance policies written, as well as the availability of title insurance coverage from other insurers.

Our Rules of Professional Conduct, specifically Rule 1.7, govern situations where there is a potential conflict of interest. Relevant factors in determining whether there is a potential for adverse effect include the duration and intimacy of the lawyer's relationship with the client or clients involved, the functions being performed by the lawyer, the likelihood that actual conflict will arise and the likely prejudice to the client from the conflict if it does arise. The question is often one of proximity and degree. Settlement Agent, after careful consideration of all the circumstances involved, is informed and believes that multiple representation in this real estate transaction is permissible under the Rules of Professional Conduct. Settlement Agent finds that this matter can be resolved on terms compatible with each client's best interest and that there is no risk of material prejudice to any clients by undertaking the multiple representation. Settlement Agent also believes that this matter can be undertaken impartially without having an improper or adverse effect on the duties Settlement Agent has to any of the clients.

Even though Settlement Agent has found that this multiple representation may be undertaken, there may be disadvantages to the joint representation that are not known to Settlement Agent at this time. Should these disadvantages become apparent to Settlement Agent, then all parties will be consulted at that time. In the event that Settlement Agent determines that further joint representation cannot be undertaken impartially or without material prejudice to any of the clients, then Settlement Agent shall have to withdraw completely from the representation of the parties and the parties will be advised to seek separate counsel in order to continue with the closing.

Purchaser acknowledges that this disclosure was made to Purchaser prior to the time Settlement Agent was retained to represent Purchaser in this matter and that Purchaser is not aware of any conflict which exists among the parties. Purchaser further agrees to promptly inform the Settlement Agent should any conflict arise between the parties.

3. Understanding as to Representation

Purchaser acknowledges that Purchaser has not retained Settlement Agent to negotiate the terms of the Contract nor is Purchaser relying on Settlement Agent to provide substantive advice about how or whether or proceed with this transaction, unless

provided in another agreement. Rather, Purchaser acknowledges that the Settlement Agent has been retained to close the transaction, prepare a deed of conveyance for the seller, if applicable, and perform the ministerial acts associated with real estate closings.

Any additional services rendered by Settlement Agent for the Purchaser, other than the basic settlement services to purchase the Property and close the loan (more fully outlined and detailed in the Schedule of Services Performed attached hereto) shall not be included in this Agreement. Such additional services include, but are not limited to, preparation of documents necessary for the 1031 Like-Kind exchanges, closing loans secured by collateral other than the Property, or secondary or equity-line loans.

4. Termination of Representation

Upon the completion of this transaction, any representation undertaken by Settlement Agent shall terminate, unless an on-going relationship has been negotiated and a separate engagement letter has been executed.

One of the duties and responsibilities of the Purchaser in our relationship is to keep Settlement Agent informed of Purchaser's mailing address and other contact information. If at any time during the course of this relationship, Purchaser's address becomes unknown or Settlement Agent is otherwise unable to contact Purchaser, Settlement Agent shall be permitted to withdraw from this representation by sending a certified letter to Purchaser at Purchaser's last known address and by depositing with the Clerk of Court for the county of Purchaser's last known residence any property owned by Purchaser in Settlement Agent's possession, including but not limited to items of personal property, funds, and the actual client file.

5. Title to the Property

The following is/are the name(s) of the person(s) who will take title as they wish their name(s) to appear on the deed to the property and I confirm that such person(s) shall be PRESENT at closing¹:

- (1) _____ SSN: _____
- (2) _____ SSN: _____
- (3) _____ SSN: _____

At closing we will prepare a deed titling the property in the name(s) of the person(s) identified above. In general, if there is more than one titleholder, title may be held as either tenants in common or as joint tenants with a right of survivorship (JTROS). Title taken as tenants in common does not transfer directly to the co-owner upon the death of the other co-owner. The interest of a deceased co-owner transfers upon his death to either his heirs at law or devisees pursuant to a Will. Alternatively, title taken as JTROS transfers to the surviving co-owner or co-owners upon the death of the other co-owner. If you or your accountant believe your choice of title will create estate tax issues, please consult your accountant immediately. If you have an estate plan, please consult your estate planning lawyer immediately. In either case, we need to know your election at least 2 days prior to closing and will automatically elect tenants in common unless notified in writing by you otherwise.

I/We wish to hold title as (initial one):
 _____ Tenants in Common
 _____ Joint Tenants with Rights of Survivorship (JTROS)

¹ If one or more of the person(s) cannot be present at closing, please see fill out the notice attached to this agreement regarding a Power of Attorney accordingly.

6. Administrative Costs

Purchaser acknowledges and agrees that the administrative fee charged by Settlement Agent for copies, courier services, facsimile transmissions, postage, and other administrative costs is a flat fee and it is not based on actual costs but is based on an estimate of these costs. This fee starts at \$75.00 and increases if additional expenses are incurred.

Witness the hand(s) and seal(s) of the undersigned this the ____ day of _____, 20_____.

PURCHASER:

John E. Patterson
Current Mailing Address:

Phone: (H) _____
(C) _____
(W) _____

E-mail: _____

**SETTLEMENT AGENT:
ROGERS TOWNSEND & THOMAS, PC**

By: _____



SCHEDULE OF SERVICES PERFORMED LOAN CLOSING

1. Review of commitment letter and loan package sent to Settlement Agent to ascertain all loan requirements.
2. Examination of all records of Clerk of Court and (if applicable) the Register of Deeds in the County where the real estate above captioned is located.
3. Examination of all records of the Tax Office in aforesaid County to determine the status of ad valorem taxes and assessments relative to the real estate.
4. Examination of all applicable sewer and/or water assessments and applicable sewer and water districts.
5. Preliminary legal opinion concerning the status of title as revealed by the examination set out above. (if requested by Purchaser or Purchaser's lender – additional fees apply)
6. Arranging survey of subject property (if applicable) at Purchaser's request.
7. Review of survey, if applicable.
8. Preparation of Promissory Note, Mortgage, Final Truth-in-Lending disclosure, loan settlement statements, homeowners' insurance information, tax information form(s), S.C. Tax Withholding statement, construction loan agreement (if applicable), RESPA forms (if applicable), any other documentation that the Lender shall require, and disbursement of loan proceeds.
9. Furnishing all appropriate documents to the Lender for review prior to closing.
10. Closing of the transaction, including review of title, review of Purchaser's closing costs (including prepaid and escrow items), supervision of execution of all applicable documents, and collection and disbursement of all appropriate monies.
11. Updating the title to the property and recording the appropriate documents after closing.



WIRING INSTRUCTIONS FOR FIRST COMMUNITY #1286 REVISED MARCH 1, 2011

Please prepare a wire transfer to our bank as follows:

Receiving Bank: FIRST COMMUNITY BANK
5455 Sunset Blvd
Lexington, SC 29072
PH: 803-951-0555

ABA Routing Number: 053202208

For Credit to: Rogers, Townsend & Thomas, **REO IOLTA Account**
220 Executive Center Drive
Columbia, SC 29210

Account Number: 1021096834

****This is a new bank account #. Please be sure all wires are transacted to this account.**

Please include the name **SHANDA BALL** on the wire request in order to streamline the routing of the confirmation from the bank to our office. Should you have any questions regarding these instructions, feel free to contact us at the number listed above. Thanks for your cooperation in this matter.

ALL WIRES MUST REFERENCE PROPERTY ADDRESS



NOTICE REGARDING SURVEY

Settlement Agent has advised Purchaser to obtain a new survey of the Property which Purchaser is purchasing pursuant to the Contract.

Purchaser understands and acknowledges that if Purchaser chooses not to obtain a new survey of the Property, Purchaser is doing so against the advice of Settlement Agent and Purchaser agrees to indemnify and hold Settlement Agent harmless for any matters which would have been disclosed by a new survey. Purchaser further understands that should Purchaser choose to obtain an owner's policy of title insurance, there may be an exception on Purchaser's owner's title insurance policy for any matters which would have been disclosed by a new survey. Purchaser understands that this exception will bar Purchaser from filing a claim against Purchaser's owner's title policy for any matters which would have been disclosed by a new survey. Such matters could include, but would not be limited to, encroachments onto the Property from adjoining lands, which could result in the loss of Purchaser's land, or projections of improvements from the Property onto adjoining lands such as the house, driveway, fences and wells which could result in Purchaser being required to remove such projections at Purchaser's cost.

Purchaser understands and acknowledges that if Purchaser chooses to obtain a new survey of the Property, Purchaser is hereby authorizing Settlement Agent to order such survey. Purchaser hereby acknowledges and agrees that Purchaser will be responsible for the payment of the invoice from the survey company for the preparation of the survey even if the transaction for the purchase and sale of the Property does not take place.

PLEASE NOTE THAT ROGERS TOWNSEND AND THOMAS, PC REQUIRES A NEW SURVEY FOR ALL TRANSACTIONS INVOLVING NEW CONSTRUCTION. PLEASE NOTIFY YOUR CLOSER IF THE PROPERTY IS NEW CONSTRUCTION SO THAT THE SURVEY MAY BE ORDERED. FAILURE TO NOTIFY YOUR CLOSER MAY RESULT IN THE CLOSING BEING DELAYED.

Initial whichever applies:

No, I do not wish to obtain a new survey of the Property.

Yes, I do wish to obtain a new survey of the Property and understand I am responsible for payment to the surveyor even if my closing does not occur.

Purchaser hereby acknowledges and agrees that Purchaser has carefully read the above notice and have had the opportunity to consult with counsel regarding Purchaser's selection.

PURCHASER:

John E. Patterson



TITLE INSURANCE

The purchase of real estate involves more than just a purchase of a building and land, it is the purchase of title to the property, i.e. the right to occupy and use the space. The most careful title search may not reveal hidden defects in title and title insurance is designed to protect the Owner/Purchaser against title defects that may limit the use and enjoyment of the property. Most lenders require, as a condition of the loan, that a Purchaser buy a lender's policy to insure that the lender has a valid, enforceable lien on the property, but this policy does not protect the Purchaser. The Purchaser may buy an owner's policy to protect Purchaser from title defects that existed prior to the issue date of the policy, including the costs of any legal defense of Purchaser's title. The owner's title insurance lasts as long as Purchaser, or Purchaser's heirs, has an interest in the property. Generally speaking, owner's title insurance is less expensive when issued simultaneously with the lender's policy and when issued at the time of purchase of the property. The purchase of owner's title insurance is a one-time premium collected at closing.

Additionally, almost all of the title insurance underwriters offer an enhanced coverage owner's title insurance policy. This policy gives the owner some coverage over some post-policy risks, including, but not limited to, post-policy forgery, encroachment, and clouds on title which are not covered under a standard owner's title insurance policy. The premium for an enhanced policy is 20% greater than the premium for a standard policy. As there are certain limitations on the issuance of an enhanced policy, not every transaction will qualify. Please contact Settlement Agent directly if you have further questions regarding the additional coverages and whether your transaction may qualify.

Settlement Agent strongly advises Purchaser to purchase an owner's title insurance policy. It is our practice to issue a standard owner's policy of title insurance, or an enhanced policy, if the transaction qualifies, at closing unless Purchaser affirmatively declines the coverage.

Settlement Agent is an agent for many major title underwriters. Should Purchaser have additional questions regarding title insurance or have a preference of title underwriter, please contact your closer. If Purchaser does not wish to purchase owner's title insurance or only wishes to have standard coverage regardless of whether or not the transaction qualifies for enhanced coverage, please contact your closer.

Cynthia Durham Blair, Rex L. Casterline, Gary A. Pickren, Lisa M. Hostetler and Arthur E. White III, are licensed to sell title insurance for seven title insurance underwriters. By selling title insurance for several different underwriters, we maintain sufficient relationships with all of them so that if a problem arises with obtaining title insurance from one underwriter, we can go to a different underwriter to seek coverage. If we always placed title insurance with the underwriter offering the lowest premium, we would not have this option. You are, however, entitled to purchase your coverage from the underwriter of your choice, and if you would like, we will review a list of companies and premiums with you. Just let us know.

PURCHASER:

John E. Patterson



HOMEOWNER'S INSURANCE

Please provide the agent name, company name and telephone number for the homeowner's insurance provider you intend to use.

Agent Name: _____

Company Name: _____

Telephone Number: _____

PURCHASER:

John E. Patterson



POWER OF ATTORNEY

Should it become necessary for Purchaser to utilize a Power of Attorney in order to close this transaction, Purchaser must notify the Settlement Agent immediately. Settlement Agent can prepare a Specific Power of Attorney related strictly to this transaction at a cost of \$150.00 per Power of Attorney. Purchaser must provide Settlement Agent with the name of the Attorney in Fact (the person who will be signing on his/her behalf) and contact information for the Attorney in Fact.

OR

If Purchaser chooses to provide a Power of Attorney as prepared by a third party, the Power of Attorney should be prepared by a South Carolina licensed attorney. A copy must be submitted to the Settlement Agent prior to closing for review to ensure that the appropriate language and provisions granting the Attorney in Fact the powers needed to close this transaction are included within the document. The Settlement Agent will charge a review fee of \$150.00. Acceptance of a Power of Attorney as prepared by a third party is solely at the discretion of the Settlement Agent. Upon acceptance by Settlement Agent of the Power of Attorney, the original must be provided to Settlement Agent prior to the closing for recording purposes.

- No, I will not be utilizing a Power of Attorney for closing this transaction.
- Yes, I will need a Power of Attorney for closing this transaction and authorize the Settlement Agent to prepare said Power of Attorney for a fee of \$150.00.

Name of Purchaser needing a POA: _____
Name of Attorney in Fact: _____
Address: _____
Phone: Home: _____
Work: _____
Cell: _____
E-Mail Address: _____

- Yes, I will use a Power of Attorney for this closing and it (has been/will be) prepared by a third party. I have attached a copy of the Power of Attorney for Settlement Agent review and understand I will be charged \$150.00.

PURCHASER:

John E. Patterson

IDENTIFICATION

a. I am the person identified as the "Purchaser" the real estate documents that are the subject of this transaction as John E. Patterson

b. I am sometimes known by the following variation of my name:

(If none, write none or N/A)

c. I have produced as identification the following official document(s), one or more of which bear my photograph:

_____ Driver's License from the State of _____
Issued on _____, and bearing number _____
with an expiration date of _____.

_____ Passport number _____ issued _____
By the United States or _____

_____ Other: _____

*** Please photocopy this "Identification" and return a copy with this Agreement**

IDENTIFICATION

a. I am the person identified as the "Purchaser" the real estate documents that are the subject of this transaction as _____

b. I am sometimes known by the following variation of my name:

(If none, write none or N/A)

c. I have produced as identification the following official document(s), one or more of which bear my photograph:

_____ Driver's License from the State of _____
Issued on _____, and bearing number _____
with an expiration date of _____.
_____ Passport number _____ issued _____
By the United States or _____
_____ Other: _____

*** Please photocopy this "Identification" and return a copy with this Agreement**