

STATE OF SOUTH CAROLINA)
) BILL OF SALE AND
COUNTY OF GREENVILLE) INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January, 1975, by and between JOHN L. BRUIN and BARBARA J. BRUIN, hereinafter called the "Sellers", and Robert B. Aljoe and Zinnie S. Aljoe, hereinafter referred to as the "Purchasers".

W I T N E S S E T H :

For value received, the receipt of which is hereby acknowledged, we, the Sellers, do hereby sell unto the Buyers all our right, title and interest in and to Thirty-Three (33) mobile homes and all the improvements connected therewith as listed on Schedule A attached hereto and made a part hereof.

Sellers warrant to Buyers, their successors and assigns, that they are the owners of the said Thirty-Three (33) mobile homes free and clear of all liens of any nature whatsoever, except that held by Southern Bank and Trust Company, which lien secures a Note which Note is being assumed by the Buyers.

Sellers agree to hold harmless and indemnify the Buyers for any loss they may sustain from any unknown liens by way of taxes or otherwise which the Buyers may be called upon to pay, other than the aforementioned lien to Southern Bank and Trust Company. Sellers further agree to pay the costs of defense, including a reasonable Attorney's fee, which the Buyers may be called upon to pay in defense of any lien or action existing prior to the date of this Agreement.

Sellers further acknowledge that they do not have proper titles from the State of South Carolina for all of the mobile homes herein sold and by reason of such agree to cooperate fully