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 – **John Gatton Hamby & Richard Hamby**

AUCTION LOCATION – Online at https://jromerogroup.hibid.com

AUCTION DATE – Thursday, January 21st, 2026 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **"SOFT CLOSE".**

BROKER – Jared Romero (Broker) of United Country J Romero Real Estate Group located at 12 Fairfield Rd, Ste 1B Beaufort, SC 29907 (229) 347-1828 has contracted with "Seller" to offer to sell at public auction certain real property.

AUCTIONEER – Matt Gallimore (Realtor/Auctioneer) of United Country J Romero Real Estate Group located at 12 Fairfield Rd, Ste 1B Beaufort, SC 29907 (229) 347-1828 has contracted with "Seller" to offer to sell at public auction certain real property.

OFFERING –

Legally described as: ***TOTAL +/-514.63 ACRES SOLD IN 1 OFFERING***

- Parcel ID: 028-00-01-026; +/- 183.8 acres; Deed Bk 589, Pg 103; PB 31 Pg 55 – Burnt Factory Rd.

-Parcel ID: 022-01-01-038; +/- 274.44 acres; Deed Bk 613, Pg 213; PB A-162 Pg 25 – Burnt Factory Rd. & Owens Ln.

-Parcel ID: 022-01-01-044; +/- 30.30 acres; Deed Bk 613, Pg 213; PB A-162 Pg 25 – Hwy 385.

-Parcel ID: 022-01-01-045; +/- 3.62 acres; Deed Bk 613, Pg 213; PB 132 Pg 7 – Hwy 385.

-Parcel ID: 022-01-01-049; +/- 22.47 acres; Deed Bk 613, Pg 213; PB 162 Pg 25 – Hwy 385.

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, January 21st, 2026 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 (229) 347-1828 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval**.** This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.

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 | J Romero Real Estate Group at (229) 347-1828. You can also email Jennifer Karczewski at Jennifer@jromerogroup.com or email Jared Romero at jared@jromerogroup.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 (#16).

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 Broker Jared Romero at (229) 347-1828 or Auctioneer Matt Gallimore at (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) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid $100,000 + 10% buyer's premium = total purchase price of $110,000).

7) **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 | J Romero Real Estate Group** 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.

8) **Earnest Money Deposit:** A **$25,000,** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice 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.

9) **Closing:** Closing shall be on or before **Monday, March 8th, 2027**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.

10) **Easements:** The sale of the property is subject to any and all easements of record.

11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.

12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.

13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).

14) **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.

15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – J Romero Real Estate Group, 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.

16) **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.

17) **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.

18) **Bidding Disclosures:** The property is subject to sale prior to auction. Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. 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).

19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to SC State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to Jennifer@jromerogroup.com. If these steps have not been completed, a broker referral fee will not be paid.

20) **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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating SC State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

21) **Deed Restrictions:** All parcels are subject to deed restrictions. Please refer to Deeb Book 589 Page 103 and Deed Book 613 Page 213 for deed restrictions. Restrictions include but are not limited to: Properties to NOT be used or maintained as a dumping ground for waste or rubbish, no junk vehicles or other motor parts shall be maintained on properties, no trailer parks or mobile home parks, and no commercial breeding, quartering or raising of swine or poultry.

22) **Dam:** Purchaser acknowledges that the dam located on parcel #028-00-01-026 may need repairs and no repairs are to be made by seller. Property is to be sold AS-IS.

23) **Cemetery:** Purchaser acknowledges the cemetery belonging to the Smyma Church Trustees is located on parcel #028-00-01-026. See Deed Book 476 Page 237 in the office of the Clerk of Court Marlboro County SC.

Jared Romero – United Country J Romero Real Estate Group

Owner, Real Estate Broker
12 Fairfield Rd. Ste 1B
Beaufort, SC 29907
229-347-1828
Jared@JRomeroGroup.com

Individual State License #'s

South Carolina Broker in Charge License #	97120

Firm State License #'s

South Carolina Firm License #	27829

Matt Gallimore – United Country J Romero Real Estate Group

Realtor, Auctioneer, MBA
12 Fairfield Rd. Ste 1B
Beaufort, SC 29907
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
Alabama Auctioneer License #	5700

Firm State License #'s

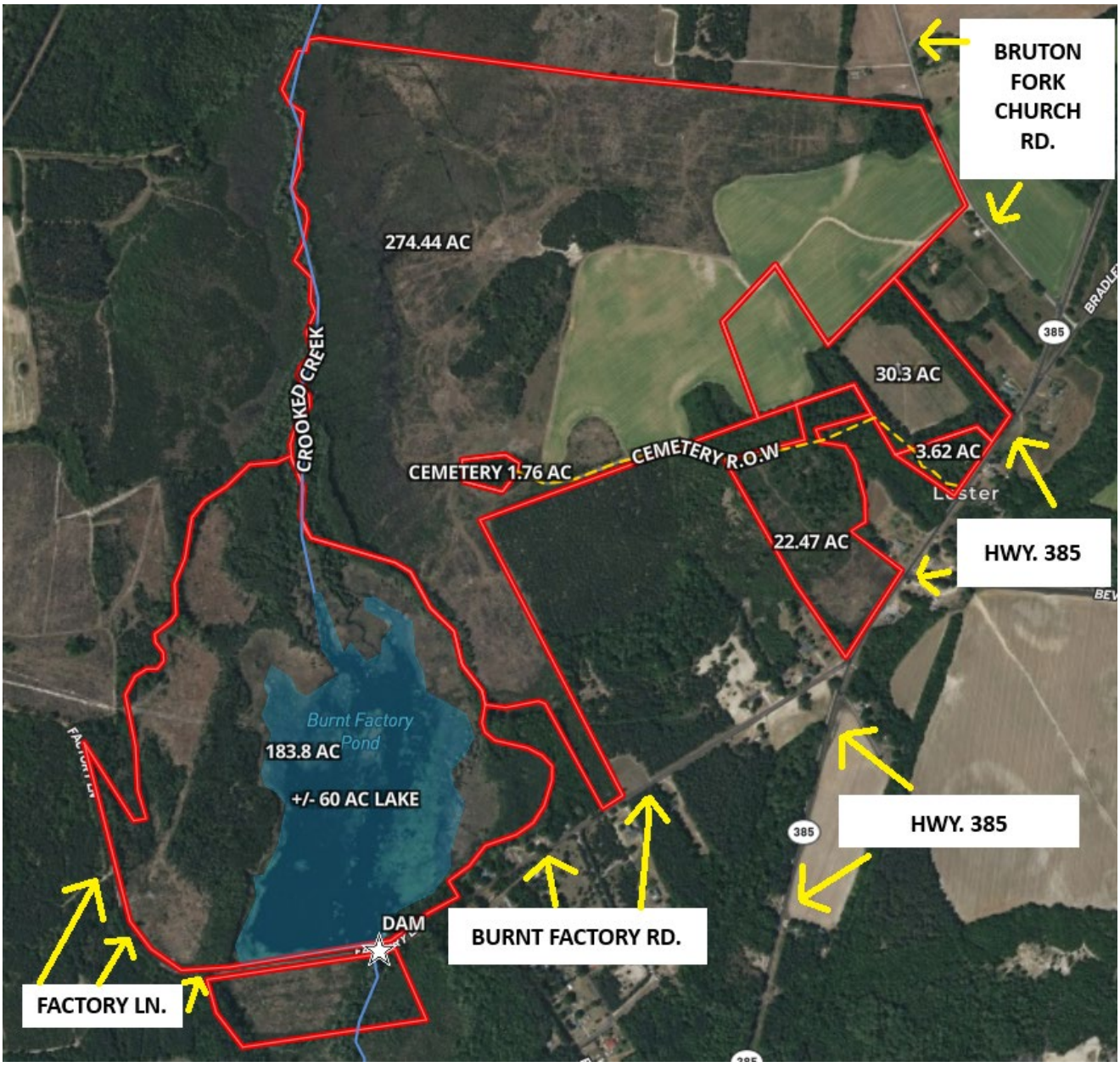
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North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941

United Country Real Estate Auction Services

Aerial

**5 Tracts Sold Altogether **

Total Acreage: +/-514.63 Acres



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

United Country Real Estate Auction Services

GIS Aerial

**5 Tracts Sold Altogether **

Total Acreage: +/-514.63 Acres

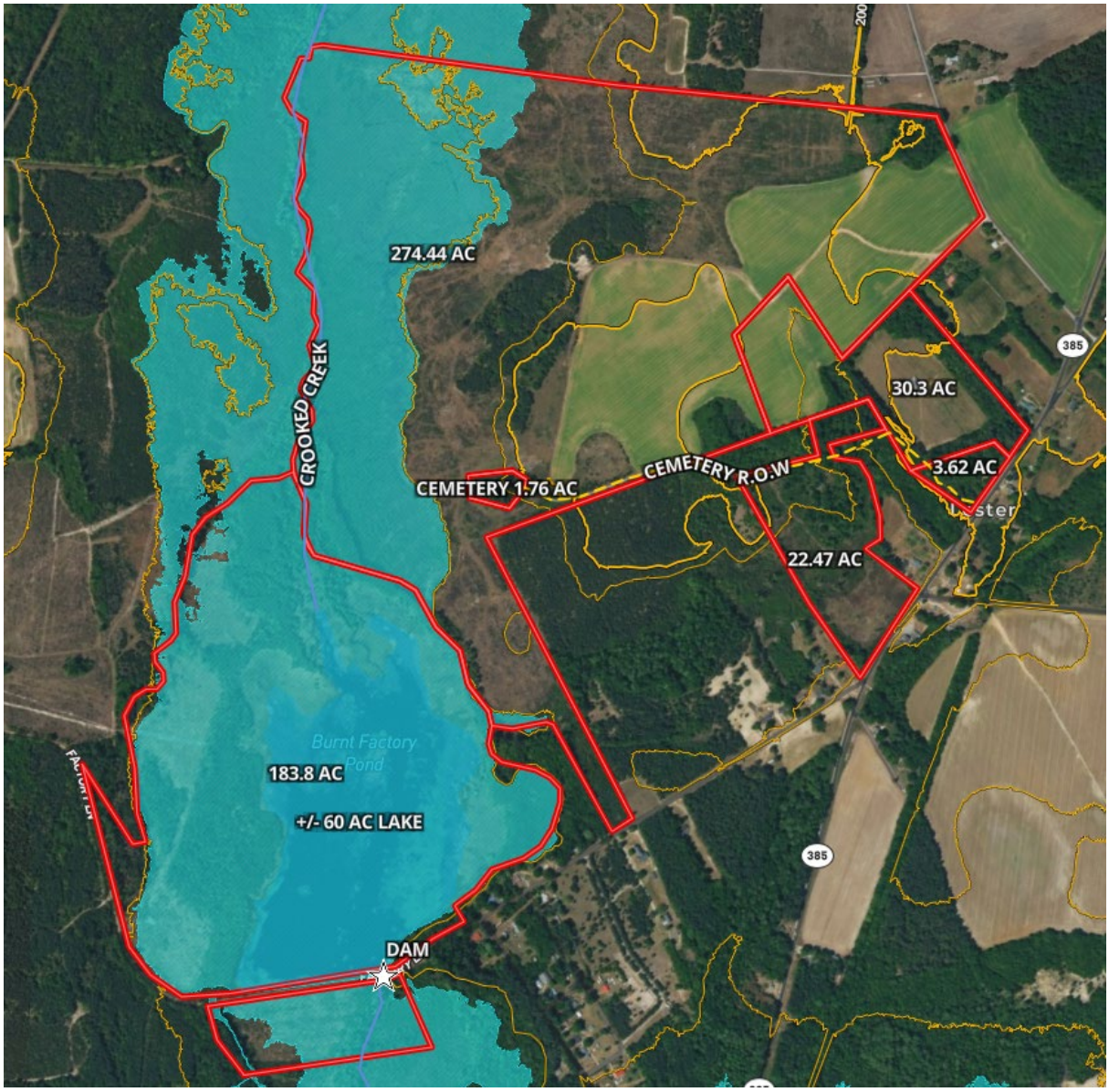


** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. **

United Country Real Estate

Auction Services

Contour & Floodplain



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

United Country Real Estate

Auction Services

Neighborhood

TBD Burnt Factory Rd., Bennettsville, SC 29512

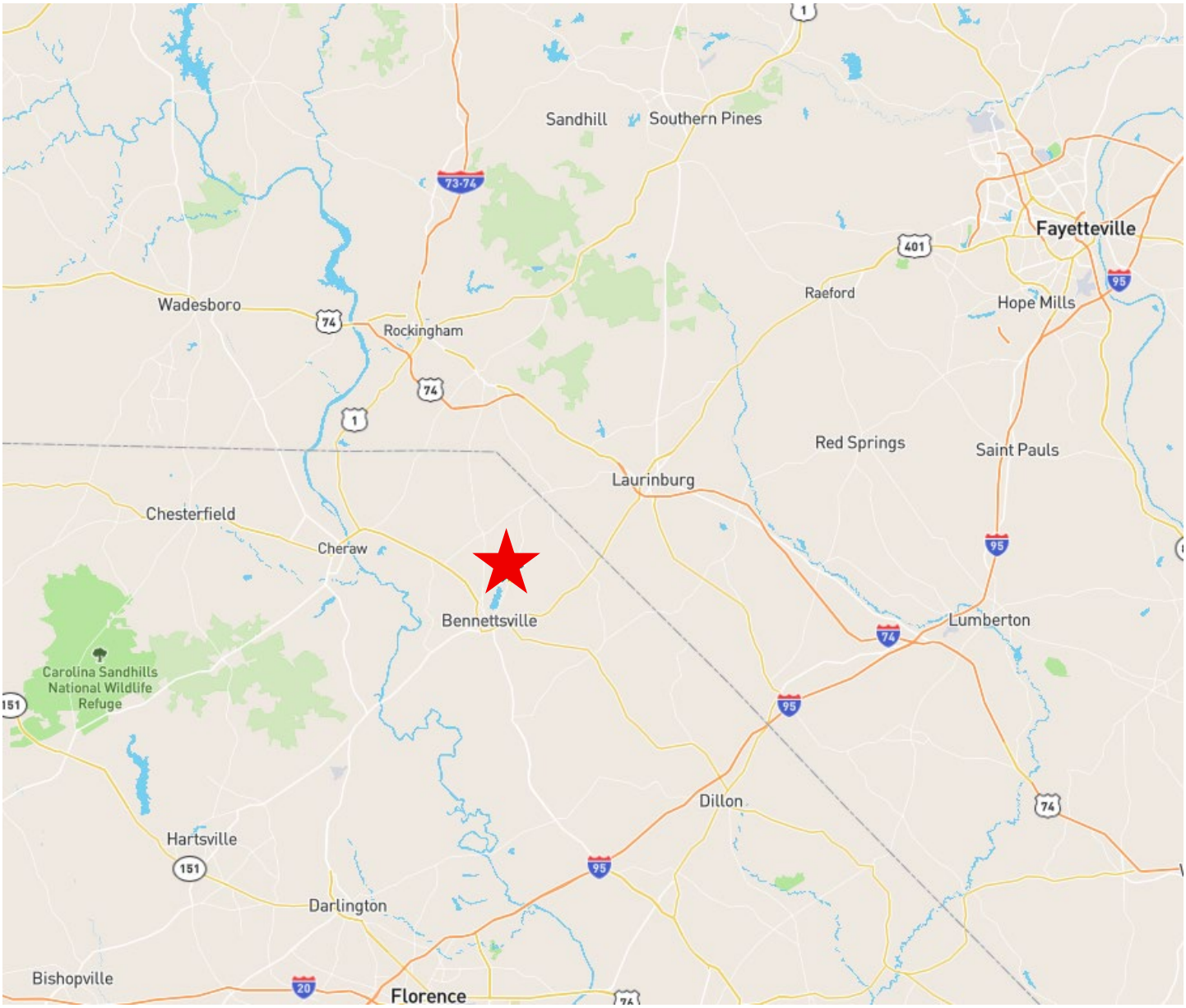


United Country Real Estate

Auction Services

Location

TBD Burnt Factory Rd.,
Bennettsville, SC 29512

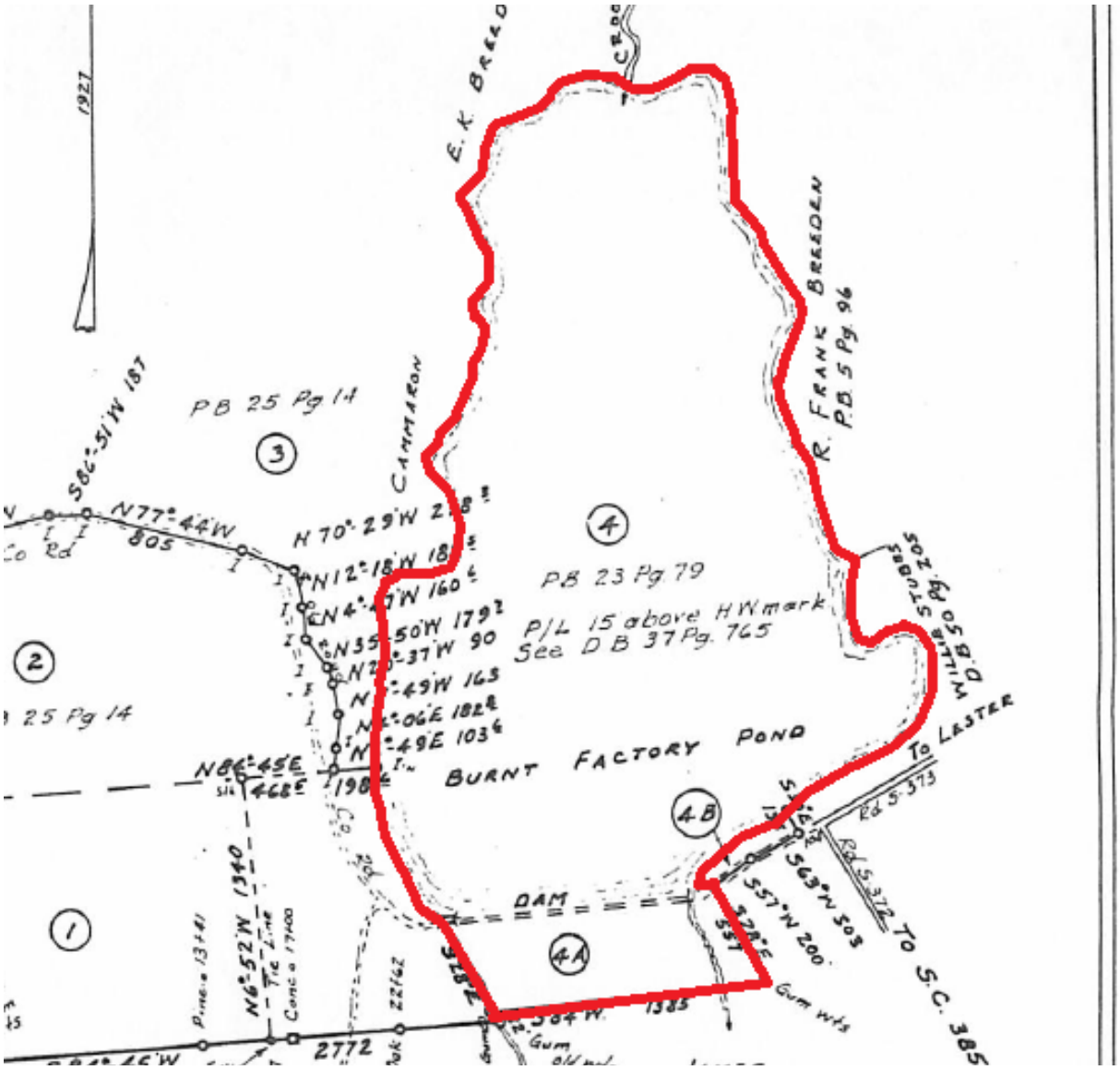


United Country Real Estate

Auction Services

Survey

+/-183.8 acres

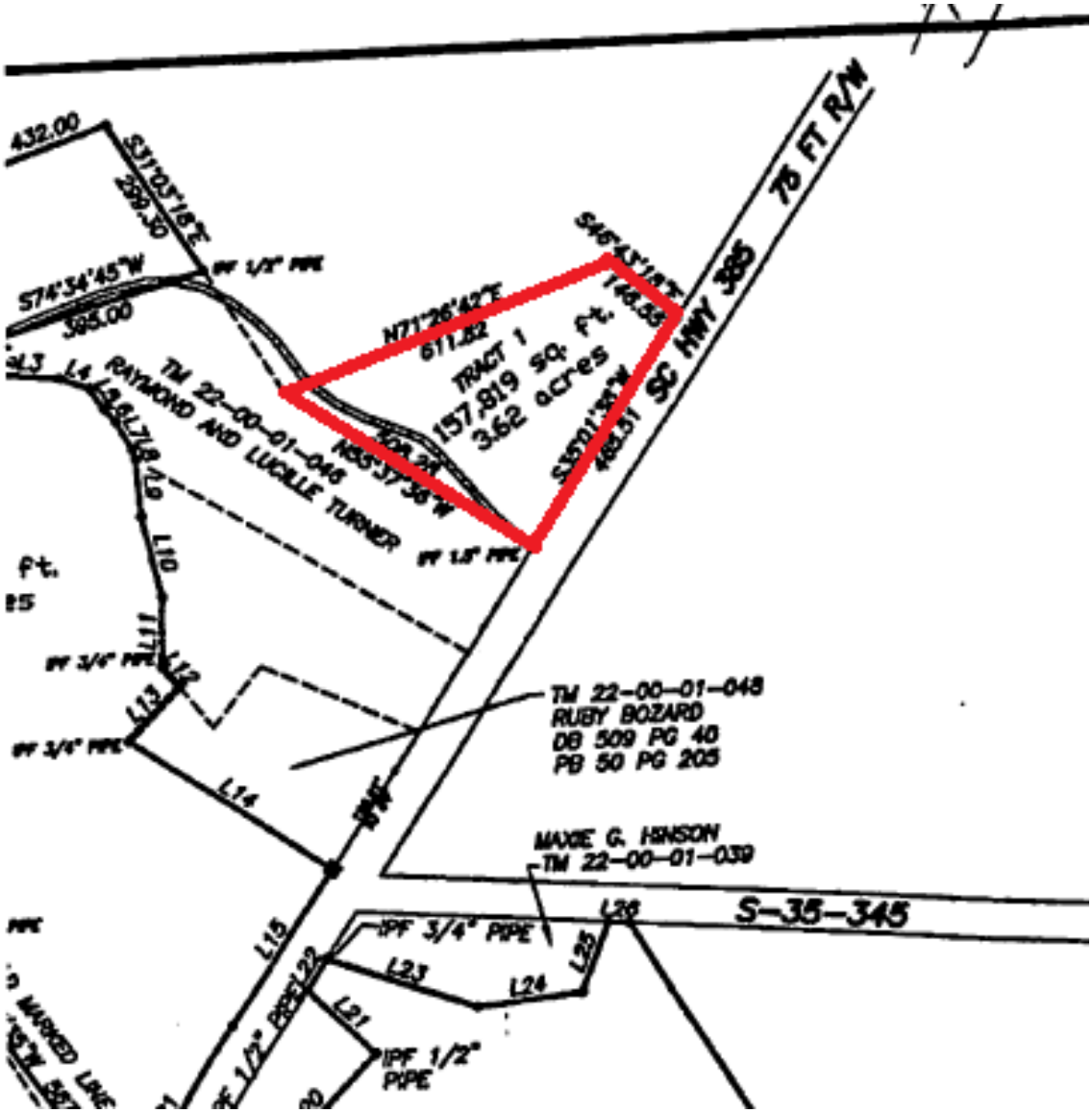


United Country Real Estate

Auction Services

Survey

+/-3.62 acres

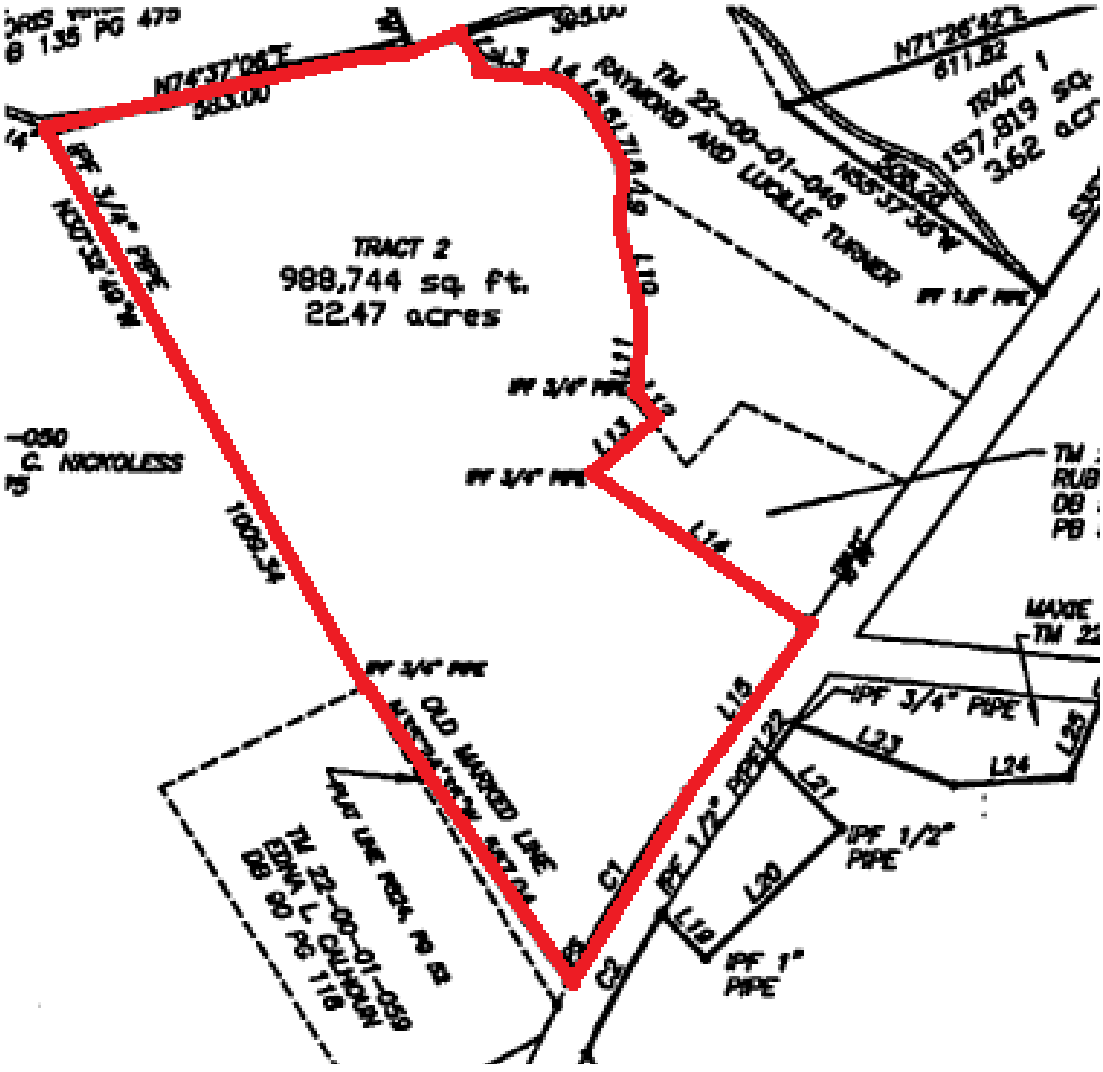


United Country Real Estate

Auction Services

Survey

+/-22.47 acres



Parcel Information Report

028-00-01-026



General Information

Map Number 028-00-01-026	**Legal Description1**	**Plat Book** 31
Owner Name HAMBY JOHN GATTON	**Legal Description2**	**Plat Page** 55
Mailing Address1	**Total Acreage** 183.80	**Description Location1**
Mailing Address2 425 NC HIGHWAY 150 WEST	**Deed Book** 589	**Description Location2** BURNT FACTORY POND
Mailing Address3 GREENSBORO NC	**Deed Page** 103	**Sale Price** $355,000.00
ZipCode 27455	**Class1 Code** AU	**Sale Date** 2011/04/27
Physical Address 0	**Square Feet** 0	
Year Built 0	**Total Number Acres** 183.80	
Market Acres 0	**Total Number Bldgs** 0	
Market Appraisal 367040	**Total Number Lots** 0	
Market Lots 367040		

Parcel Information Report

022-01-01-038

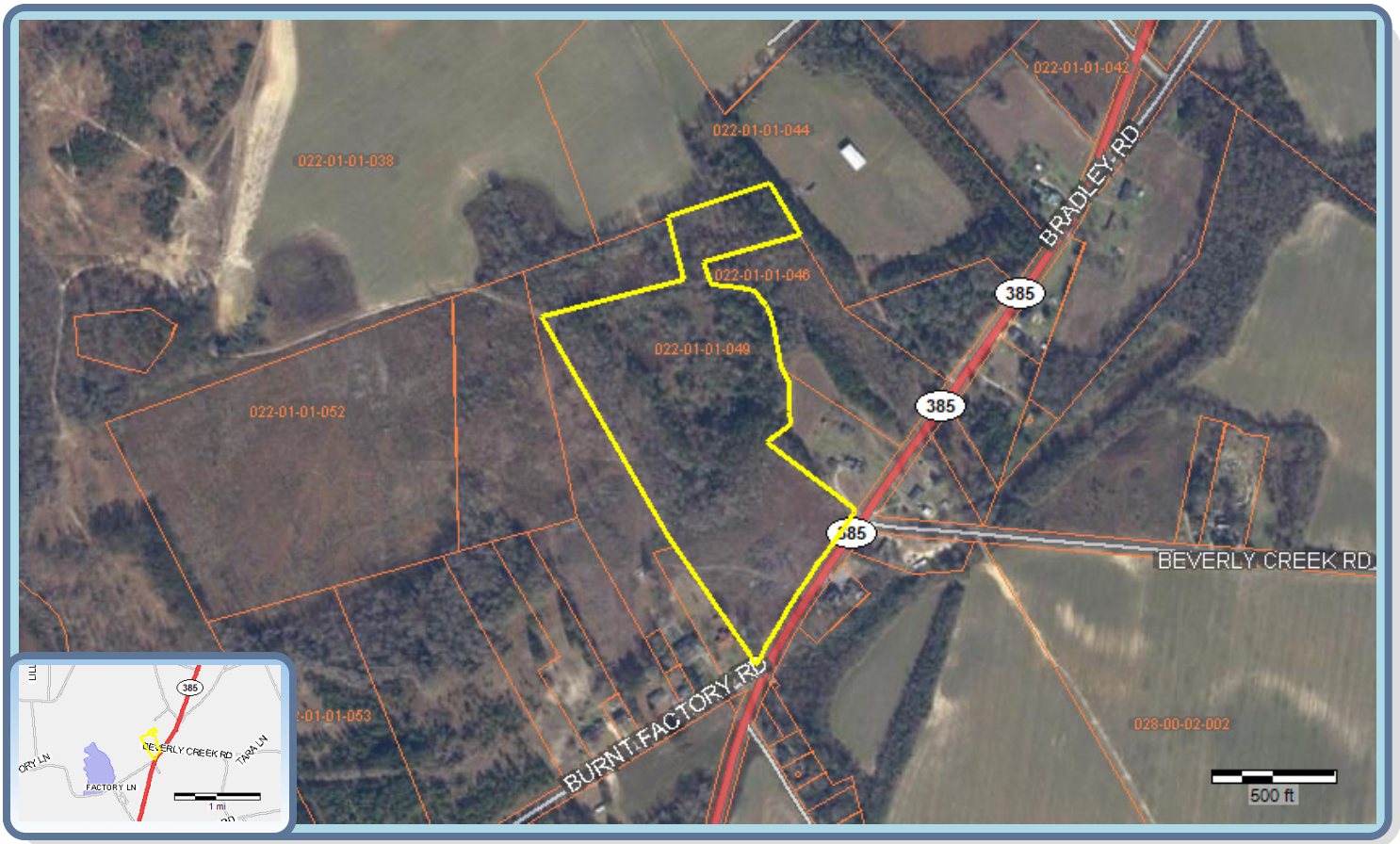


General Information

Map Number 022-01-01-038	**Legal Description1**	**Plat Book** A-162
Owner Name HAMBY JOHN GATTON	**Legal Description2**	**Plat Page** 25
Mailing Address1	**Total Acreage** 274.44	**Description Location1**
Mailing Address2 425 NC HWY 150 WEST	**Deed Book** 613	**Description Location2** 5 MI N BENN
Mailing Address3 GREENSBORO NC	**Deed Page** 213	**Sale Price** $825,832.00
ZipCode 27455	**Class1 Code** AU	**Sale Date** 2012/12/28
Physical Address 0	**Square Feet** 0	
Year Built 0	**Total Number Acres** 274.44	
Market Acres 0	**Total Number Bldgs** 0	
Market Appraisal 255792	**Total Number Lots** 0	
Market Lots 255792		

Parcel Information Report

022-01-01-049



General Information

Map Number 022-01-01-049	**Legal Description1**	**Plat Book** A-132
Owner Name HAMBY JOHN GATTON	**Legal Description2**	**Plat Page** 7
Mailing Address1	**Total Acreage** 22.47	**Description Location1**
Mailing Address2 425 NC HWY 150 WEST	**Deed Book** 613	**Description Location2** HWY 385
Mailing Address3 GREENSBORO NC	**Deed Page** 213	**Sale Price** $825,832.00
ZipCode 27455	**Class1 Code** AU	**Sale Date** 2012/12/28
Physical Address 0	**Square Feet** 0	
Year Built 0	**Total Number Acres** 22.47	
Market Acres 0	**Total Number Bldgs** 0	
Market Appraisal 42693	**Total Number Lots** 0	
Market Lots 42693		

Parcel Information Report

022-01-01-044



General Information

Map Number 022-01-01-044	**Legal Description1**	**Plat Book** 162
Owner Name HAMBY JOHN GATTON	**Legal Description2**	**Plat Page** 25
Mailing Address1	**Total Acreage** 30.30	**Description Location1**
Mailing Address2 425 NC HWY 150 WEST	**Deed Book** 613	**Description Location2** 1336 BRUTON FORK CHURCH ROAD
Mailing Address3 GREENSBORO NC	**Deed Page** 213	**Sale Price** $825,832.00
ZipCode 27455	**Class1 Code** AU	**Sale Date** 2012/12/28
Physical Address 0	**Square Feet** 0	
Year Built 0	**Total Number Acres** 30.30	
Market Acres 0	**Total Number Bldgs** 1	
Market Appraisal 57300	**Total Number Lots** 0	
Market Lots 30300		

Parcel Information Report

022-01-01-045



General Information

Map Number 022-01-01-045	**Legal Description1**	**Plat Book** A-132
Owner Name HAMBY JOHN GATTON	**Legal Description2**	**Plat Page** 7
Mailing Address1	**Total Acreage** 3.62	**Description Location1**
Mailing Address2 425 NC HWY 150 WEST	**Deed Book** 613	**Description Location2** HWY 385
Mailing Address3 GREENSBORO NC	**Deed Page** 213	**Sale Price** $825,832.00
ZipCode 27455	**Class1 Code** AU	**Sale Date** 2012/12/28
Physical Address 0	**Square Feet** 0	
Year Built 0	**Total Number Acres** 3.62	
Market Acres 0	**Total Number Bldgs** 0	
Market Appraisal 8478	**Total Number Lots** 0	
Market Lots 8478		

DEED:
PARCEL ID: 028-00-01-026

MARLBORO COUNTY

MAY 05 REC'D

ASSESSOR'S ID # 028-00-01026

Doc ID: 000281250004 Type: LAN
Recorded: 04/27/2011 at 03:17:53 PM
Fee Amt: $1,323.50 Page 1 of 4
Revenue Tax: $1,313.50
Instr# 201100001383
Marlboro County, South Carolina
William B Funderburk Clerk of Court

STATE OF SOUTH CAROLINA)

TITLE TO BK 589 PG 103-106

COUNTY OF MARLBORO)

KNOW ALL MEN BY THESE PRESENTS, that, We, **JOHN BLAKE WATSON, III and THOMAS JAY LIVINGSTON**, hereinafter the "Grantors", in the County and State aforesaid, for and in consideration of the sum of **THREE HUNDRED FIFTY-FIVE THOUSAND AND 00/100 ($355,000.00) DOLLARS**, to be paid by **JOHN GATTON HAMBY**, 425 NC Highway 150 West, Greensboro, NC 27455, hereinafter the "Grantee", in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto the said Grantee, his heirs and assigns, THE FOLLOWING DESCRIBED PROPERTY:

All that certain piece, parcel or tract of land situate in the County of Marlboro, State of South Carolina, containing 183 acres, more or less, and being all of that certain tract of land shown on a plat entitled "COMPILED MAP OF 351.5 ACS., Property of J. S. & LARRY A. WILLIAMS, Burnt Factory, Marlboro Co., SC," Dated August 18, 1973, made by Carl Maness, L.S., and recorded in Plat Book 31 at Page 55 in the office of the Clerk of Court for Marlboro County.

LESS, HOWEVER, that certain tract of land containing 168.5 acres, more or less, shown on a plat entitled "COMPILED PLAT – W. H. BUNDY," dated May 3, 1989 made by John M. Jackson, III, P.L.S. and recorded in Plat Book 43 at Page 82, which was conveyed by J. B. Watson to W. H. Bundy by deed dated and recorded May 15, 1989 in Deed Book 257 at Page 31 in the office of the Clerk of Court for Marlboro County.

The tract of land conveyed herein is generally known as the "Burnt Factory Pond."

For a more particular description as to courses, distances and bounds, reference is invited to the aforesaid plats which are incorporated and made a part of this description.

For derivation, see Deeds recorded in Deed Book 277, Page 230, Deed Book 369, Page 76 and Deed Book 491, Page 138 in the office of the Clerk of Court for Marlboro County, S.C.

Tax Map No.: 028-00-01-026

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. These properties shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste;

2. No junk vehicles or other pieces or parts of motor vehicles shall be maintained on these properties for any purpose and shall not be used for junk and/or salvage yards;
3. These properties shall not be used for trailer parks or mobile home parks; and
4. These properties may not be used for the breeding, quartering, or raising of swine or poultry for commercial purposes, including but not limited to, Concentrated Animal Feeding Operations.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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

And the Grantors do hereby bind themselves and their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against the Grantors and the Grantors' heirs and assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the Grantors this 27th day of April, in the year of our Lord two thousand and eleven and in the two hundred and thirty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

Thomas Jay Livingston (L.S.)
THOMAS JAY LIVINGSTON

John Blake Watson III (L.S.)
JOHN BLAKE WATSON, III

I hereby [redacted] was written
has been this ___ day of APR 2 8 2011
A.D. 19___ transferred on Assessor's
Book ___ at page 987974
[redacted]

STATE OF SOUTH CAROLINA)

COUNTY OF MARLBORO)

I, Tracy R. Easterling, a Notary Public for the State of South Carolina, do hereby certify that Thomas Jay Livingston and John Blake Watson, III personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal
this 27th day of April, 2011.

Tracy R. Easterling
Notary Public for S.C.
My Commission Expires: 7/21/18

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF MARLBORO)

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

1. Property located at: 183.8+/- Acres, Burnt Factory Road, Bennettsville, SC
2. Map Number: 028-00-01-026
3. Transferred from: Thomas Jay Livingston and John Blake Watson, III
4. Transferred to: John Gatton Hamby
5. Date: April 27, 2011

The transaction was (Check one):
XX an arm's length real property transaction and the sales price paid or to be paid in; money or money's worth was $355,000.00.
___ not an arm's length real property transaction and the fair market value of the property is $_____.
___ the above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. Because the deed is _____.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Purchaser's Atty. I further understand that a person required to furnish this Affidavit who willfully 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.

Harry R. Easterling Atty
Purchaser/Legal Representative of the Purchaser, or other Responsible Person Connected with the Transaction

SWORN to before me this
27th day of April, 2011.

Pamela M. Burby (L. S.)
Notary Public for South Carolina
My Commission Expires: 3/5/2013

DEED:
PARCEL ID: 022-01-01-038; 022-01-01-044; 022-01-01-049; 022-01-01-045

MARLBORO COUNTY
DEC 31 REC'D
ASSESSOR'S ID #
TITLE TO RE
022-01-01-038
022-01-01-044
022-01-01-049

Doc ID: 000338590005 Type: LAN
Kind: DEED
Recorded: 12/28/2012 at 12:40:51 PM
Fee Amt: $3,087.20 Page 1 of 5
Revenue Tax: $3,056.20
Instr# 201200003767
Marlboro County, South Carolina
William B Funderburk Clerk of Court
BK 613 PG 213-217

022-01-01-045

STATE OF SOUTH CAROLINA)

COUNTY OF MARLBORO)

KNOW ALL MEN BY THESE PRESENTS, that I, **LEE C. SHORTT**, hereinafter the "Grantor", in the County and State aforesaid, for and in consideration of the sum of **EIGHT HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-TWO AND 00/100 ($825,832.00) DOLLARS**, to be paid by **JOHN GATTON HAMBY**, 425 NC Hwy. 150 West, Greensboro, NC 27455, hereinafter the "Grantee", in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto the said Grantee, his heirs and assigns, THE FOLLOWING DESCRIBED PROPERTIES:

All that certain piece, parcel or tract of land containing 274.44 acres, more or less, lying and being situate in the County of Marlboro, State of South Carolina, located on Bruton Fork Church Road approximately 3 miles North of Bennettsville, South Carolina. This tract extends back and is bounded on the West by Crooked Creek and Burnt Factory Pond.

For derivation, see the Last Will and Testament and Codicils 1, 2, 3 and 4 relating thereto, of Robert Frank Breeden who died testate February 21, 1978, and whose estate file is Apartment 167, Package 25 in the office of the Judge of Probate for Marlboro County. Eleanor B. Patton and Anna B. Miller are the owners of this tract.

In connection with this transfer, attention is directed to the 1.76 acre parcel conveyed to Smyrna Church Trustees by deed recorded July 21, 2004 in Deed Book 476, Page 237 in the office of the Clerk of Court for Marlboro County, S.C. The purpose of this deed was to establish the boundary lines between the church property and the Frank Breeden Estate property and to gain an understanding with the Smyrna Church Trustees that their access would be along an existing woods road which has existed for that purpose since Civil War days.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. This property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste;
2. No junk vehicles or other pieces or parts of motor vehicles shall be maintained on this lot for any purpose;
3. This property may not be used for the breeding, quartering or raising of swine or poultry for commercial purposes, including but not limited to Concentrated Animal Feeding Operations; and
4. No mobile home parks.

This being a portion of the property conveyed to Lee C. Shortt by deed of Eleanor B. Patton and Anna B. Miller dated November 11, 2005 and recorded in Deed Book 500, Page 275 in the office of the Clerk of Court for Marlboro County, S.C.

Tax Map No.: 022-01-01-038

AND ALSO:
All that certain piece, parcel or tract of land containing 30.30 acres, more or less, lying and being situate in the County of Marlboro, State of South Carolina, located on Highway SC 385 approximately 3 miles North of Bennettsville, South Carolina. Said parcel is bound on the West side by Parcel One.

For derivation, see the Last Will and Testament and Codicils 1, 2, 3 and 4 relating thereto, of Robert Frank Breeden who died testate February 21, 1978, and whose estate file is Apartment 162, Package 25 in the office of the Judge of Probate for Marlboro County. Eleanor B. Patton and Anna B. Miller are the owners of this tract.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:

5. This property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste;
6. No junk vehicles or other pieces or parts of motor vehicles shall be maintained on this lot for any purpose;
7. This property may not be used for the breeding, quartering or raising of swine or poultry for commercial purposes. including but not limited to Concentrated Animal Feeding Operations; and
8. No mobile home parks.

This being a portion of the property conveyed to Lee C. Shortt by deed of Eleanor B. Patton and Anna B. Miller dated November 11, 2005 and recorded in Deed Book 500, Page 275 in the office of the Clerk of Court for Marlboro County, S.C.

Tax Map No.: 022-01-01-044

AND ALSO:
All that certain piece, parcel or tract of land containing 22.47 acres shown and designated as Tract 2 on a plat prepared for Shortt Auction & Realty Co. by David A. Nesbitt, RLS, dated November 13, 2007 and recorded in Cabinet A, here by certify Slide 132, Page 7 in the office of the Clerk of Court for Marlboro County, that the within Deed

[redacted] day
DEC 21 2012
Transferred on Auditors
Book [redacted] Page 939453

For further description as to metes and bounds, courses and distances, reference is directed to the above mentioned plat which is incorporated herein and made a part hereof by reference.

This conveyance is made subject to restrictions contained in Deed Book 540, page 1 in the office of the Clerk of Court for Marlboro County, S.C.

This being a portion of the property conveyed to Lee C. Shortt by deed of Carolyn N. Beane, Personal Representative of the Estate of Jacquelyn McKenzie Rainwater pursuant to Order of P. Mark Heath, Probate Judge for Marlboro County dated October 25, 2007 in the office of the Judge of Probate for Marlboro County as Case #2007-ES-34-0046. dated January 30, 2008 and recorded in Deed Book 540, Page 1 in the office of the Clerk of Court for Marlboro County, S.C.

Tax Map No.: 022-01-01-049

AND ALSO:
All that certain piece, parcel or tract of land containing 3.62 acres shown and designated as Tract 1 on a plat prepared for Shortt Auction & Realty Co. by David A. Nesbitt, RLS, dated November 13, 2007 and recorded in Cabinet A, Slide 132, Page 7 in the office of the Clerk of Court for Marlboro County.

For further description as to metes and bounds, courses and distances, reference is directed to the above mentioned plat which is incorporated herein and made a part hereof by reference.

This conveyance is made subject to restrictions contained in Deed Book 540, page 1 in the office of the Clerk of Court for Marlboro County, S.C.

This being a portion of the property conveyed to Lee C. Shortt by deed of Carolyn N. Beane, Personal Representative of the Estate of Jacquelyn McKenzie Rainwater pursuant to Order of P. Mark Heath, Probate Judge for Marlboro County dated October 25, 2007 in the office of the Judge of Probate for Marlboro County as Case #2007-ES-34-0046, dated January 30, 2008 and recorded in Deed Book 540, Page 1 in the office of the Clerk of Court for Marlboro County, S.C.

Tax Map No.: 022-01-01-045

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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

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

WITNESS the Hand and Seal of the Grantor this 28th day of December, in the year of our Lord two thousand and twelve and in the two hundred and thirty-sixth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

Lee C. Shortt (L.S.)
LEE C. SHORTT

STATE OF SOUTH CAROLINA)

COUNTY OF MARLBORO)

PERSONALLY, appeared before me the undersigned witness and made oath that s/he saw the within named, Lee C. Shortt, sign, seal and, as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereon.

SWORN to before me this
28th day of December, 2012.

(L.S.)
Notary Public for SC
My Commission Expires: 3/5/2013

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

AFFIDAVIT

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

1. Property located at: 331.27+/- Acres, Marlboro County, SC
2. Tax Map Numbers: 022-01-01-038, 022-01-01-044, 022-01-01-049, and 022-01-01-045
3. Transferred from: Lee C. Shortt
4. Transferred to: John Gatton Hamby
5. Date: December 28, 2012

The transaction was (Check one):

_XX_ an arm's length real property transaction and the sales price paid or to be paid in; money or money's worth was $825,832.00.

___ not an arm's length real property transaction and the fair market value of the property is $_____.

___ the above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. Because the deed is _____.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Purchaser. I further understand that a person required to furnish this Affidavit who willfully 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.

_____
Purchaser, Legal Representative of the Purchaser, or other Responsible Person Connected with the Transaction

SWORN to before me this
28th day of December, 2012.

Harvey F. Cantelou (L. S.)
Notary Public for South Carolina
My Commission Expires: 7/21/18

REALTOR® EQUAL HOUSING OPPORTUNITY

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

SAMPLE

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), _____
_____ ("Buyer"), and
Seller(s), John Gatton Hamby, Richard Hamby
_____ ("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 initially cause this primary Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any 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: $ _____

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.
Verification of Cash available for Closing is ☐ attached ☐ not attached ☐ to be Delivered before _____ . This Contract ☐ is ☑ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☐ is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey 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 in operable condition the Property and any personal property conveying, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address TBD Burnt Factory Rd., Ownes Rd., and SC Hwy 385 Unit # _____
City Bennettsville State of South Carolina
Zip 29512 County of Marlboro
Lot _____ Block _____ Section/Phase _____ Subdivision _____
Other _____ Tax Map See Section 33
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 occurs no later than 5 PM on or before March 8th , 2027 ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency 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 name(s): _____

Phone: Fax:

and ownership type determined 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. Seller agrees to pay all statutory deed recording fees. 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. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total $ 25,000 **(USD) Earnest Money is paid as follows:** $_____ accompanies this offer and $_____ will be paid within 2 Business Days after Effective Date and Earnest Money is in the form of ☐ check ☐ cash ☐ other (e.g. wire) _____ 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 _____ as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, 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 WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT $ _____ SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

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.

At Closing, Seller will pay Buyer's transaction costs not to exceed $ _____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

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

Unless otherwise agreed upon in writing, Buyer will pay Buyer’s transaction costs and Seller pay Seller’s transaction costs

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7. FINANCE: Buyer's obligation under this Contract ☐ is ☑ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within ____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If a

Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.
Lender (may change): _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller ☐ Other _____
An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") 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.

Sellers 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 (e.g. electricians, plumbers) 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 contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☑ This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. 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, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) 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 0 **Business Days after Contract's original Primary Effective Date as unless all the Parties agree in writing to extend the Due Diligence Period.**

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Contract Renegotiations, Seller to obtain estimates, Buyer and Seller to negotiate Contract terms, and Buyer to potentially timely/proper Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

(1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
(2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
(3) Proceed under amended Contract [e.g. SCR330 and SCR525, SCR390, SCR391]
(4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
(5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of $ _____ USD Good Funds. DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: 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 otherwise 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, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and 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 Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☐ is ☑ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract ☐ is ☑ is not contingent upon the Property being rezoned to _____ _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

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 a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination during the Well

and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed $ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____ .

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.

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 (e.g. 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. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

☑ 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). Buyers have sole responsibility to inspect Property for all their needs.

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 (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

20. SEX OFFENDER/CRIMINAL INFORMATION: 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, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☑ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina 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. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by _____ and paid for by _____ .

All of these reports or certifications shall be completed no later than _____ Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. 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.

26. 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 and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

27. DEFAULT/BREACH OF CONTRACT:

(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 Seller found in default/breach of Contract.

(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 Buyer found in default/breach of Contract.

(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.

28. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System (803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

29. 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.

30. 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 (7) 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 South Carolina 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 within 180 calendar 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. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

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. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 311, 503, 504, 315, 320, 393, 370, 375, 513, 610): _____

Parcel ID: 028-00-01-026; +/- 183.8 acres; Deed Bk 589, Pg 103; PB 31 Pg 55 – Burnt Factory Rd.

Parcel ID: 022-01-01-038; +/- 274.44 acres; Deed Bk 613, Pg 213; PB A-162 Pg 25 – Burnt Factory Rd. & Ownes Rd.

Parcel ID: 022-01-01-044; +/- 30.30 acres; Deed Bk 613, Pg 213; PB A-162 Pg 25 – Hwy 385.

Parcel ID: 022-01-01-045; +/- 3.62 acres; Deed Bk 613, Pg 213; PB 132 Pg 7 – Hwy 385.

Parcel ID: 022-01-01-049; +/- 22.47 acres; Deed Bk 613, Pg 213; PB 162 Pg 25 – Hwy 385

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. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, 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: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Business Days. **Parties shall initial and date all page and changes in this Contract.**

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

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

_____

_____

NOTICE ADDRESS/EMAIL/FAX: _____

_____

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

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

_____

_____

NOTICE ADDRESS/EMAIL/FAX: _____

_____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

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SAMPLE

TRANSACTIONAL INFORMATION ONLY (Attach SCR390 if space needed for contractual agreement terms):

ESCROW AGENCY ACKNOWLEDGEMENT SIGNATURE: _____

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

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

ESCROW AGENT CONTACT INFO: _____

_____

LICENSEE: Jared Romero **SC LICENSE #** 97120 **EXPIRES** _____

BROKER IN CHARGE: _____ **SC LICENSE #** _____ **EXPIRES** _____

BROKERAGE COMPANY NAME: United Country J Romero Real Estate Group

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

MEMBERS OF _____ **ASSOCIATION/BOARD OF REALTORS®**

NOTICE ADDRESS: 12 Fairfield Rd Ste 1B, Beaufort, SC 29907

NOTICE EMAIL/FAX: jared@jromerogroup.com

MOBILE PHONE: (229) 347-1828 **OFFICE PHONE:** _____

OTHER: _____

_____

LICENSEE: Matthew Gallimore **SC LICENSE #** 139344 **EXPIRES** _____

BROKER IN CHARGE: Jared Romero **SC LICENSE #** 97120 **EXPIRES** _____

BROKERAGE COMPANY NAME: United Country J Romero Real Estate Group

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

MEMBERS OF _____ **ASSOCIATION/BOARD OF REALTORS®**

NOTICE ADDRESS: 12 Fairfield Rd Ste 1B, Beaufort, SC 29907

NOTICE EMAIL/FAX: gallimore.matt@gmail.com

MOBILE PHONE: (540) 239-2585 **OFFICE PHONE:** _____

OTHER: _____

_____

<u>*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS. NO AGENT IS NO CLIENT SERVICE, YES CUSTOMER SERVICE.</u>

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

CEMETERY EASEMENT

10286

MARLBORO COUNTY

JUL 23 2004

ASSESSOR'S ID # 022-01-01-027

DEED PREPARATION ONLY

STATE OF SOUTH CAROLINA)

COUNTY OF MARLBORO)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that We, **Eleanor B. Patton and Anna B. Miller**, hereinafter the "Grantors", in the County and State aforesaid, for and in consideration of the sum of **FIVE AND 00/100 ($5.00) DOLLARS and gift,** paid by **Trustees of Smyrna Church** P. O. Box 56 Bennettsville, SC 29512 hereinafter the "Grantees", in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do hereby remise, release and forever quit-claim unto the said Grantees, their successors and assigns the following described property:

All that certain piece, parcel or tract of land lying and being situate in the County of Marlboro, State of South Carolina containing 1.76 acres more or less shown and delineated on that certain plat entitled "Plat of Cemetery Lot Smyrna Church Cemetery" made by John M. Jackson, III, P.L.S. dated 15 January, 2004 and recorded in the office of the Clerk of Court for Marlboro County in Plat Cabinet A, Slide 86, Page 2.

Also, right to ingress and egress as shown on the above mentioned plat.

For a more complete description as to courses and distances, metes and bounds, reference is craved to the aforementioned plat.

The Trustees of Smyrna Church in accepting this Quit-Claim Deed to the Smyrna Cemetery property acknowledge and confirm for themselves and the members of Smyrna Church that the above referenced access easement in the only means of ingress and egress to and from said cemetery property across the lands owned by the Grantors, and said Trustees commit to protect the Grantors' remaining property from trespass and encroachment by Smyrna Church members.

TO HAVE AND TO HOLD all and singular the premises beforementioned unto the said Grantees, their successors and assigns forever – so that neither we the said Eleanor B. Patton and Anna B. Miller nor our heirs, nor any other person or persons, claiming under us or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

FILED, RECORDED, INDEXED
07/21/2004 10:32:50AM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 4
Clerk of Court
William B. Funderburk

WITNESS the Hand and Seal of the Grantor this 19th day of July in the year of our Lord two thousand and four and in the two hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

Bobbie Taylor

Peggy A Jordan

Eleanor B. Patton (SEAL)
Eleanor B. Patton

STATE OF SOUTH CAROLINA)

COUNTY OF York)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Eleanor B. Patton, sign, seal and, as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he , with the other witness whose signature appears above witnessed the execution thereon.

SWORN to before me this
19th day of July, 2004.

Peggy A Jordan

Marie J. Davis (L. S.)
Notary Public for South Carolina
My commission expires: August 11, 2008

FILED, RECORDED, INDEXED
07/21/2004 10:32:50AM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 4
Clerk of Court
William B. Funderburk

I hereby certify that the within deed has been this ____ day of JUL 22 2004
A.D. 19____ transferred on Auditor's
Book ____ at page 980149
Auditor of Marlboro County, S. C.

13391 Bk: 476 Pg: 238

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WITNESS the Hand and Seal of the Grantor this 19th day of July in the year of our Lord two thousand and four and in the two hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

D Wallace

Nina J. Taylor

Anna B. Miller (SEAL)
Anna B. Miller

STATE OF SOUTH CAROLINA)

COUNTY OF)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Anna B. Miller, sign, seal and, as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he , with the other witness whose signature appears above witnessed the execution thereon.

SWORN to before me this
19th day of July, 2004.

D. Wallace

Nina J. Taylor (L. S.)
Notary Public for South Carolina
My commission expires: 2-26-13

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FILED, RECORDED, INDEXED
07/21/2004 10:32:50AM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 4
Clerk of Court
William B. Funderburk

WITNESS the Hand and Seal of the Grantor this 19th day of July in the year of our Lord two thousand and four and in the two hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

D Wallace

Nina J. Taylor

Anna B. Miller (SEAL)
Anna B. Miller

STATE OF SOUTH CAROLINA)

COUNTY OF)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Anna B. Miller, sign, seal and, as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that s/he , with the other witness whose signature appears above witnessed the execution thereon.

D. Wallace

SWORN to before me this
19th day of July, 2004.

Nina J. Taylor (L. S.)
Notary Public for South Carolina
My commission expires: 2-26-13

FILED, RECORDED, INDEXED
07/21/2004 10:32:50AM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 4
Clerk of Court
William B. Funderburk

13391 Bk: 476 Pg: 239