

DEED ONLY
No Title Search

Prepared by: Tinsley & Adams, LLP
418 Main Street, P. O. Box 1506
Greenwood, SC 29648

201000004050
T & A

201000004050 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
06-15-2010 09:28 am.
REC FEE: 10.00

STATE OF SOUTH CAROLINA

Instrument Book Page
201000004050 1214 247

DEED

COUNTY OF GREENWOOD

AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that **ANDREW A. DYWAN and CAROL S. DYWAN** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND LOVE AND AFFECTIONS, to the Grantor in hand paid at and before the sealing of these presents by **ANDREW A. DYWAN and DIANNE S. DYWAN** (hereinafter called "Grantee"), as **joint tenants with the right of survivorship**, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns, as **joint tenants, with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:**

It is the intention of the Grantors herein to completely convey any of their prior interest in the parcels herein conveyed and described to the result that Andrew A. Dywan and Dianne S. Dywan own all three (3) Parcels as Joint Tenants with Right of Survivorship and Carol S. Dywan has no further interest in any of the three (3) parcels.

"SEE EXHIBIT A ATTACHED"

Grantee's Mailing Address: 505 Rabbit Run Road, Ninety Six, SC 29666

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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 said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, as **joint tenants, with the right of survivorship and not as tenants in common, their heirs, successors and assigns forever, in fee simple, together with every contingent remainder and right of reversion**, against him and his heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

"EXHIBIT A"

PARCEL I

6897-426-397
All that certain piece, parcel or lot of land together with improvements thereon situate, lying and being in the County of Greenwood, State of South Carolina, being more particularly shown on plat prepared by John H. Welborn, PLS dated July 16, 2009 and recorded in Plat Book 137 at Page 66 in the Office of the Clerk of Court for Greenwood County which is incorporated herein by reference and made part and parcel hereof. According to said plat of survey the within parcel of 2.556 acres is bounded as follows: on the North by property of Andrew F. Dywan et al; on the Northeast by Rabbit Run Road; on the East and Southeast by property of Andrew F. Dywan et al; and on the West by property undesignated on said plat and be Lake Greenwood. Reference is made to the aforesaid plat of survey for courses, distances, metes and bounds.

This is the identical property conveyed to Andrew A. Dywan by deed of Andrew F. Dywan and Carol S. Dywan recorded August 26, 2009 and recorded in Deed Book 1170 at Page 317 in the Office of the Clerk of Court for Greenwood County.

PARCEL II

6897-795-483
All those certain pieces, parcels or tracts of land, with improvements thereon, situate, lying and being near Lake Greenwood, on the Northwestern side of the Old Watts Bridge Road in the County of Greenwood, State of South Carolina, containing 17.66 net acres, more or less, and being more particularly designated and described as Tracts Nos 1 and 2 on a plat of Kada Lake Farms, prepared by John H. Welborn & Company, R.L.S., dated March 26, 1984 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 43 at Page 14, which plat by reference is made a part hereof. Said Tracts Nos. 1 and 2 when taken as a whole are bounded on the Northeast by Tract No. 3 of said plat; on the Southeast by Old Watts Bridge Road; on the Southwest by property of L. B. Adams, Jr., and on the Northwest by property of Calhoun Mays.

This is the identical property conveyed to Andrew A. Dywan by deed of B & H Enterprises, a Partnership recorded April 17, 1985 in Deed Book 307 at Page 116 in the Office of the Clerk of Court for Greenwood County.

PARCEL III

7825-014-386
All that certain piece, parcel or lot of land, with the improvements thereon situate, lying and being in the County of Greenwood, State of South Carolina, and being more particularly designated and described as Lot 52, Section 1, Phase I of Pier 96 Townhouses on a plat of the same prepared by B. P. Barber & Associates, Engineers, dated May 15, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 53 at Page 89, which said plat of survey is incorporated herein by reference and made part and parcel hereof for a more complete description by metes, courses, distances and bounds.
Included in this conveyance are all rights, privileges, amenities, benefits and easements of a "Townhouse Owner" and a member of the Pier 96 Townhouse Owners Association, Inc., as set forth, declared contained and referred to in the Declaration of Covenants, Conditions and Restrictions of Pier 96 Townhouses dated May 25, 1988 and recorded in Deed Book 331 at Page 36 in the Office of the Clerk of Court for Greenwood County and in the By-Laws recorded in Deed Book 331 at Page 48.

The within described lot and the Grantee as a Townhouse owner and member of the Pier 96 Townhouse Owners Association, Inc., are specifically subject to all of the covenants, contained and referred to in the Declaration of Covenants, Conditions and Restrictions of Pier 96 Townhouses dated May 25, 1988 and recorded May 27, 1988, in the Office of the Clerk of Court for Greenwood County in Deed Book 331 at Page 36 and in the By-Laws of Pier 96 Townhouse Owners Association, Inc., dated May 25, 1988 and recorded May 27, 1988 in the Office of the Clerk of Court for Greenwood County in Deed Book 331 at Page 48.

This is the identical property conveyed to Andrew F. Dywan and Carol S. Dywan by deed of Martha Pitts Carey recorded May 16, 2000 and recorded in Deed Book 621 at Page 234 in the Office of the Clerk of Court for Greenwood County.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

DATE: 14 JUNE, 2010

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Melissa Jay
Witness #1

Andrew A Dywan
ANDREW A. DYWAN

Paul E. [Signature]
Witness #2

Carol S. Dywan
CAROL S. DYWAN

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named Grantor sign, seal, and deliver the within Deed; and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Melissa Jay
Witness #1

Sworn to before me 14 JUNE, 2010

Paul E. [Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8/10/19

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 3 PARCELS bearing GREENWOOD County Tax Map Number was transferred by ANDREW A. DYWAN and CAROL S. DYWAN to ANDREW A. DYWAN and DIANNE S. DYWAN on ___ JUNE, 2010
3. Check one of the following: The Deed is:
 - (a) _____ Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X Exempt from the deed recording fee because (See information section of affidavit):
 LOVE AND AFFECTION
 (If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit).
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(if no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____

9. I 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.

Andrew A Dywan
Responsible Person Connected with the Transaction

Print or Type Name Here

Sworn to before me 14 JUNE, 2010
[Signature]
Notary Public for South Carolina
My Commission Expires: 8/10/19

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are Deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A 'family partnership' is a partnership whose partners are all members of the same family. A 'family trust' is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. 'Family' means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A 'charitable entity' means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided no consideration of any kind is paid or to be paid for the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time the original purchase as well as for the purpose of purchasing the realty
- (15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.