NELSON MULLINS RILEY & SCARBOROUGH LLP
201000001412
NELSON MULLINS RILEY & SCARBOROUGH LLP
PO BOX 11070
GREENVILLE SC 29211

RE-RECORDED TO CORRECT ACKNOWLEDGMENT

200900009486
NELSON MULLINS RILEY & SCARBOROUGH
1320 MAIN ST
COLUMBIA SC 29201

200900009486
Filed for Record in
GREENWOOD COUNTY SC
INGRAM MOON
12-14-2009 At 11:35 am.
DEED 10.00
Book 1188 Page 171 - 176

FORECLOSURE DEED

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

Instrument 200900009486 Book 1188 Page 171

Prepared By: Nelson Mullins, LLP
Attn: Cory Manning, Esq.
PO Box 11070, Columbia, SC 29211

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Curtis G. Clark, as Special Referee for Greenwood County, and the said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Greenwood County between Fifth Third Bank as plaintiff and Lake Greenwood Developers, LLC, et al. as defendant(s), by an Order dated September 9, 2009, it was decreed that the property hereinafter described should be sold by the Special Referee for Greenwood County on the terms and for the purposes mentioned in the Order(s) granted in the case (**see Judgment Roll No. 2008-CP-24-01340** **A MORTGAGE FORECLOSURE ACTION-TRANSFERRING REALTY)**

Instrument 201000001412 Book 1200 Page 26

NOW THEREFORE KNOW ALL MEN, that I, the undersigned, as Special Referee for Greenwood County, pursuant to the foregoing and in consideration of One Million and 00/100 ($1,000,000.00) Dollars, as paid by the hereinafter named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release the following property unto, Fifth Third Bank **(Grantee)**:

Brec

201000001412 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
03-04-2010 12:48 pm.
REC FEE: 10.00

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Greenwood, State of South Carolina, being shown and designated on a plat for Planter's Row at Palmetto Crossing, Phase One, Developed by Lake Greenwood Developers, LLC, and shown as Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 33, 34, 35, 36, 37, 38, 39, 40, 42 and 47 on that certain plat of survey prepared by Eugene M. Adams, R.L.S. dated March 16, 2006 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 130 at page 21. Reference is made to the aforesaid plat of survey for courses, distances, metes and bounds.

Derivation: This being a portion of the property conveyed to Lake Greenwood Developers, LLC by Deed of Great South Partners, LLC dated August 30, 2005 and recorded in Deed Book 929 at page 24 in the Office of the Clerk of Court for Greenwood County; and by Deed of Sue Blackwell Hahn dated August 30, 2005 and recorded in Deed Book 929 at page 20, said Office of the Clerk of Court. See also Quit Claim Deed from Greenwood County to Lake Greenwood Developers, LLC dated August 30, 2005 and recorded in Deed Book 929 at page 28.

Tax map numbers for each lot are as follows:

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Lot 1: 6879972019
Lot 5: 6879985010
Lot 6: 6879988008
Lot 7: 6879991006
Lot 8: 6879995003
Lot 9: 6888004998
Lot 10: 6888008999
Lot 11: 6889012000
Lot 12: 6889016001
Lot 13: 6889020003
Lot 15: 6889027005
Lot 33: 6879989027
Lot 34: 6879992032
Lot 35: 6879993035
Lot 36: 6879994039
Lot 37: 6879995043
Lot 38: 6879997048
Lot 39: 6879999052
Lot 40: 6889001055
Lot 42: 6889004062
Lot 47: 6889008083

Grantee's Address: Fifth Third Bank
Attn: Lisa Wilcoxson
999 Vanderbilt Beach Rd.
MD #B9997B
Naples, FL 34108

Owner of Property: Lake Greenwood Developers, LLC

TOGETHER with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other person who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges and appurtenances, unto the said Grantee, its successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Special Referee for Greenwood County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 8th day of December, in the year of our Lord two-thousand nine.

SIGNED, SEALED AND DELIVERED)
IN THE Presence of:)
)

Jane Bradford
Melissa A. Shugart

By: Curtis G. Clark
Curtis G. Clark, Special Referee
for Greenwood County

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

I, Melissa A. Shugart do hereby certify that Curtis G. Clark, as Special Referee for Greenwood County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of December, 2009.

Melissa A. Shugart

Sworn To and Subscribed Before Me
This 8th day of December 2009.
Jane Bradford (L.S.)
Notary Public of South Carolina
My commission expires: 1-4-10

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

I, Jane Bradford, do hereby certify that Curtis G. Clark, as Special Referee for Greenwood County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This 2nd day of March, 2010.

Jane Bradford (L.S.)
Notary Public for South Carolina
My commission expires: 1-12-20

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
COUNTY OF RICHLAND)

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. Property located in County of Greenwood County, South Carolina, known as Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 33, 34, 35, 36, 37, 38, 39, 40, 42 and 47 of Planter's Row at Palmetto Crossing, Phase One conveyed from Curtis G. Clark, as Special Referee (Grantor) to Fifth Third Bank (Grantee).

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as 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 filing fee according to: **Refer to Definition No. 13- Deed In Lieu of Foreclosure**

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information):

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth.

(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): $

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $________. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: closing attorney.

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

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.

NELSON MULLINS RILEY & SCARBOROUGH, LLP

By: Cory Manning
Cory E. Manning
Attorney for Fifth Third Bank

SWORN to before me this 10th

day of December, 2009

Jeanne M. Carey
Notary Public for South Carolina
My commission expires: 6/26/2011

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, 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 interest 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 the sale of timber to be cut;

(8) transferring realty to a corporation, 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 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, and the spouses and lineal descendants of any 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;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under 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 executed pursuant to foreclosure proceedings. "

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