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BACOT & PADGETT LLC
414 MONUMENT ST
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GREENWOOD SC 29649

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COUNTY CLERK
GREENWOOD COUNTY SC
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Instrument Book Page
201100008735 1290 143

6941-317-070

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that **RALPH N. HURLEY AND DAWN M. HURLEY**, hereinafter referred to as the "Grantor," in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in the state aforesaid, to them well and truly paid at and before the sealing and delivery hereof, the receipt and legal sufficiency of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and released, and by these presents does grant, bargain, sell, alien, convey, and release unto **PARK STERLING BANK fka CAPITALBANK**, its successors and assigns, all of Grantor's right, title, and interest in and to all those certain tracts or parcels of land together with all fixtures and improvements thereon lying described as follows (the "Premises"):

Description of Premises Conveyed:

PARCEL I: All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 7 of Terrapin Pointe Subdivision on plat prepared by Newby-Proctor & Associates, Inc. of date September 29, 2003, revised October 28, 2003, revised July 2, 2004 and revised July 6, 2004, and recorded in Plat Book 123 at Page 42 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to Declaration of Covenants, Conditions, Restrictions and Easements as imposed upon Terrapin Pointe Subdivision of date October 30, 2003, and entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 811, at Page 220. This property is also subject to Supplemental Restrictions as entered for record in the Office of the Clerk of Court for Greenwood County. This property is also subject to By-Laws, and any amendments thereto, as adopted by the Board of Directors.

This property is subject to the rights-of-way for roads, streets and utilities as shown on the aforesaid plat.

This is the same identical property conveyed to Ralph N. Hurley and Dawn M. Hurley by deed of Greenville Timberline SC, LLC of date August 20, 2004, and entered for record in Deed Book 869, at Page 42, in the Office of the Clerk of Court for Greenwood County.

TMS #6941-317-070

For the purposes of this instrument, the Grantee's mailing address is:

2720 South Highway 14, Greer, SC 29650

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

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the Grantee, its successors and assigns forever.


And the Grantor does hereby bind themselves, their heirs, successors and assigns to warrant and forever defend all and singular the Premises unto the Grantee, its successors and assigns, against themselves, their heirs, successors and assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

The Grantor acknowledges that this is an absolute conveyance and the Grantee has not exerted duress, coercion or undue influence on the Grantor in connection with the granting of this Deed in Lieu of Foreclosure. Grantor certifies that the acceptance of this instrument by the Grantee will not force Grantor into insolvency. The Grantor further certifies that the granting of this Deed in Lieu of Foreclosure is not a preference for bankruptcy purposes or a fraudulent conveyance. Furthermore, Grantor is solvent and has no intention of filing a petition for bankruptcy.

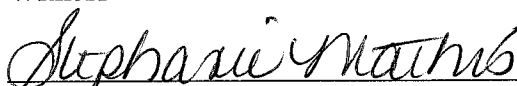
Notwithstanding the above, however, the Grantor and the Grantee acknowledge and agree that PARK STERLING BANK fka CAPITALBANK holds a lien against the Premises created by that certain Mortgage dated September 30, 2004, and recorded on October 4, 2004, in Book 1763 at Page 67 in the real estate records of Greenwood County, South Carolina, (the "Mortgage"). This deed is an absolute conveyance for fair and adequate consideration, such consideration, in addition to that recited above, being Grantee's covenant not to sue Grantor in order to recover under the obligation secured by the Mortgage, reserving the right, however, to sue Grantor to extinguish subordinate matters. This Deed in Lieu of Foreclosure shall not merge with the Mortgage, but shall exist separately and independently until the Mortgage is satisfied by a separate recorded instrument. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed, between Grantor and Grantee with respect to the real estate described herein and this is not a mortgage or other security interest of any kind and that the Grantor is fully aware of the consequences of the execution and delivery of this deed. Further, it is the intention of Grantor to transfer absolute title to the above described Premises to the Grantee free of any equity of redemption by the Grantor.

WITNESS, the Grantor's hand and seal this 2nd day of December, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness



Witness



RALPH N. HURLEY (L.S.)



DAWN M. HURLEY (L.S.)

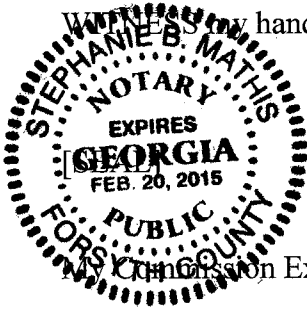
STATE OF Georgia)

ACKNOWLEDGMENT

COUNTY OF Forsyth)

I, Stephanie Mathis, a Notary Public for the State of Georgia, do hereby certify that **RALPH N. HURLEY AND DAWN M. HURLEY**, personally appeared before me this day and acknowledged the due execution of the foregoing Deed in Lieu of Foreclosure.

Witness my hand and seal, this 22nd day of December, 2011.



Stephanie Mathis
Notary Public

My Commission Expires: 2/20/15

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDATION RETURN TO:

James Graham Padgett, III
BACOT & PADGETT, LLC
414 Monument Street, Suite C
Greenwood, South Carolina 29646

Estoppel Affidavit
Deed in Lieu of Foreclosure

State of Georgia
County of Forsyth

DAWN M. HURLEY, being first duly sworn, deposes and says that he is the party who executed and delivered the Deed in Lieu of Foreclosure ("Deed") to **PARK STERLING BANK fka CAPITALBANK**, dated even date, conveying the following property:

See Exhibit A

That the aforesaid Deed is intended to be and is an absolute conveyance of title to the property to the grantee named therein, and was not and is not now intended as a mortgage or security of any kind; that it was the intention of the affiant as grantor in said Deed to convey, and by said Deed the affiant did convey to the grantee therein all the affiant's right, title and interest absolutely in and to said property; that possession of said property has been surrendered to the grantee; and

That in the execution and delivery of said Deed, the affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress; and

That the consideration for said Deed was and is payment to affiant of the sum of \$10.00 by the grantee; that at the time of the Deed affiant believed and now believes that the aforesaid consideration therefore represents the fair and adequate consideration, such consideration, in addition to that recited above, being Grantee's covenant not to sue Grantor in order to recover under the obligation secured by the Mortgage, reserving the right, however, to sue Grantor to extinguish subordinate matters, for the property so conveyed; and

That it is the express intention of each of the parties that the lien held by **PARK STERLING BANK fka CAPITALBANK** against the Premises created by the that certain Mortgage dated September 30, 2004, and recorded on October 4, 2004, in Book 1763 at Page 67 (the "Mortgage") in the real estate records of Greenwood County, South Carolina shall not merge with the Deed and the Mortgage will remain at all times a valid and continuous lien against the Premises until satisfied under separate instrument; and

This affidavit is made for the protection and benefit of the Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and for the benefit of Chicago Title Insurance Company, which is about to insure the title to the property in reliance thereon, and any other title company which may hereinafter insure the title to the property; and

That the affiant will testify, declare, depose, or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted, to the truth or the particular facts set forth herein.

Dawn M. Hurley
DAWN M. HURLEY

Subscribed and sworn to before me this
22nd day of December, 20 11

Stephanie Mathis
Notary Public for Dawn M. Hurley

My Commission Expires: 2/20/15

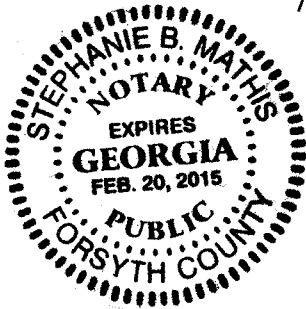


Exhibit A

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 7 of Terrapin Pointe Subdivision on plat prepared by Newby-Proctor & Associates, Inc. of date September 29, 2003, revised October 28, 2003, revised July 2, 2004 and revised July 6, 2004, and recorded in Plat Book 123 at Page 42 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to Declaration of Covenants, Conditions, Restrictions and Easements as imposed upon Terrapin Pointe Subdivision of date October 30, 2003, and entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 811, at Page 220. This property is also subject to Supplemental Restrictions as entered for record in the Office of the Clerk of Court for Greenwood County. This property is also subject to By-Laws, and any amendments thereto, as adopted by the Board of Directors.

This property is subject to the rights-of-way for roads, streets and utilities as shown on the aforesaid plat.

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TMS #6941-317-070

**Estoppel Affidavit
Deed in Lieu of Foreclosure**

State of Georgia
County of Forsyth

RALPH N. HURLEY, being first duly sworn, deposes and says that he is the party who executed and delivered the Deed in Lieu of Foreclosure ("Deed") to **PARK STERLING BANK FKA CAPITALBANK**, dated even date, conveying the following property:

See Exhibit A

That the aforesaid Deed is intended to be and is an absolute conveyance of title to the property to the grantee named therein, and was not and is not now intended as a mortgage or security of any kind; that it was the intention of the affiant as grantor in said Deed to convey, and by said Deed the affiant did convey to the grantee therein all the affiant's right, title and interest absolutely in and to said property; that possession of said property has been surrendered to the grantee; and

That in the execution and delivery of said Deed, the affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress; and

That the consideration for said Deed was and is payment to affiant of the sum of \$10.00 by the grantee; that at the time of the Deed affiant believed and now believes that the aforesaid consideration therefore represents the fair and adequate consideration, such consideration, in addition to that recited above, being Grantee's covenant not to sue Grantor in order to recover under the obligation secured by the Mortgage, reserving the right, however, to sue Grantor to extinguish subordinate matters, for the property so conveyed; and

That it is the express intention of each of the parties that the lien held by **PARK STERLING BANK fka CAPITALBANK** against the Premises created by the that certain Mortgage dated September 30, 2004, and recorded on October 4, 2004, in Book 1763 at Page 72 in the real estate records of Greenwood County, South Carolina, (the "Mortgage") shall not merge with the Deed and the Mortgage will remain at all times a valid and continuous lien against the Premises until satisfied under separate instrument; and

This affidavit is made for the protection and benefit of the Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and for the benefit of Chicago Title Insurance Company, which is about to insure the title to the property in reliance thereon, and any other title company which may hereinafter insure the title to the property; and

That the affiant will testify, declare, depose, or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted, to the truth or the particular facts set forth herein.

Ralph N. Hurley
RALPH N. HURLEY

Subscribed and sworn to before me this
22nd day of December, 20 11

Stephanie Mathis
Notary Public for Ralph N. Hurley

My Commission Expires: 2/20/15

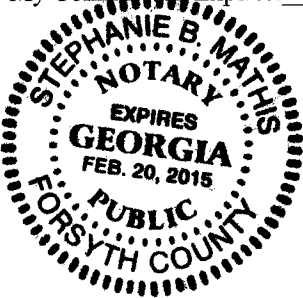


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TMS #6941-317-070

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 **Lot No. 7 Terrapin Pointe Subdivision** bearing **Greenwood County Tax Map Number 6941-317-070** was transferred by **Ralph N. Hurley and Dawn M. Hurley** to **Park Sterling Bank fka CapitalBank** on **December 22, 2011**.
3. Check one of the following:
 - 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. **XX** exempt from the deed recording fee because (See information section of this Affidavit):
#13
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 §12-24-70, I state that I am a responsible person who was connected with this transaction as: Attorney
9. I further understand that a person required to furnish this affidavit who wilfully 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.

SWORN to before me this 28th
day of December, 2011.

Angela M. Hollingsworth
Notary Public for South Carolina

My Commission Expires: 7/25/15

[Signature]
Responsible Person Connected with the Transaction

Print or Type Name Here

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 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 the 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 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 mortgagee 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 of 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.