

Return to:  
Morris|Hardwick|Schneider, LLC  
1237 Gadsden Street, Ste. 100  
Columbia, SC 29201

Prepared by:

Morris|Hardwick|Schneider, LLC  
1237 Gadsden Street, Ste. 100  
Columbia, SC 29201

Order No.: SC-058-00104-14-PUR

201400005567  
MORRIS, HARDWICK & SCHNEIDER  
1237 GADSDEN ST  
STE 100  
COLUMBIA SC 29201

201400005567  
ANGELA WOODHURST  
COUNTY CLERK  
GREENWOOD COUNTY SC  
08-29-2014 04:01 PM.  
REC FEE: 10.00  
STATE TAX \$ 26.00  
COUNTY TAX \$ 11.00

SPECIAL WARRANTY DEED

STATE OF SOUTH CAROLINA

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COUNTY OF GREENWOOD

KNOW ALL MEN BY THESE PRESENTS, Park Sterling Bank fka CapitalBank, P.O. Box 68, Hiawassee, GA 30546 (hereinafter called "Grantor"), for and in consideration of the sum of Nine Thousand Nine Hundred And No/100 Dollars (\$9,900.00) to it hand paid at and before the sealing of these presents William A. Wills (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released and by these Presents does hereby grant, bargain, sell and release unto the Grantee his/her/their heirs, successors and assigns:

THIS PROPERTY IS MORE COMMONLY KNOWN AS LOT 7 TERRAPIN POINT, HODGES, SC 29653 AND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Grantee's Address: 613 Club Lane, Marietta, Georgia 30067  
~~Lot 7 Terrapin Point, Hodges, SC 29653~~

Subject to all easements and restrictions of record and otherwise affecting the property and matters and accurate survey would reveal.

TOGETHER, with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in any wise incident or pertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his/her/their heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the Grantee, his/her/their successors and assigns against the lawful claim of any person claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its undersigned officer(s) and its seal to be hereto affixed.

Signed, sealed and delivered in the presence of:

Karen A. Davis  
Witness  
Kobyn S. Karch  
Witness

GRANTOR:  
Park Sterling Bank fka CapitalBank  
[Signature] (Seal)  
Tony Dyer, Senior Vice President



**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 complete 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 being the same property conveyed unto Park Sterling Bank fka CapitalBank by Ralph N. Hurley and Dawn M. Hurley by virtue of a Deed in Lieu dated December 22, 2011 as recorded in the Office of the Register of Deeds for Greenwood County, South Carolina in Book 1290, Page 143, recorded on December 28, 2011.

Property Address: Lot 7 Terrapin Point, Hodges, SC 29653

TMS No.: 6941-317-070



STATE OF GEORGIA  
COUNTY OF TOWNS

)  
)  
)  
PROBATE

Personally appeared before me the undersigned witness who, being duly sworn says that (s)he say within named Grantor by its officer(s) as its act and deed, sign, seal and deliver the within Deed and that (s)he with other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 22 day of August, 2014

Vivian A. Osborn

Notary Public for the State of Georgia  
My Commission Expires: Sept 7, 2015

Pate W. Johnson

Witness

[Notary Seal]



Deed (Special Warranty - SC)

SC-058-00104-14-PUR

State of South Carolina

County of Greenwood

**AFFIDAVIT**

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 7 Terrapin Point, Hodges, South Carolina 29653 bearing Greenwood County Tax Map Number 6941-317-070, was transferred by Park Sterling Bank fka CapitalBank to William A. Wills on August 25, 2014.
3. Check one of the following: The deed is
  - a.   X   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.        exempt from the deed recording fee because (See information section of affidavit):

(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 realty?

Yes        No   (X)  

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.   X   The fee is computed on the consideration paid or to be paid in money or money's work in the amount of 9,900.00
  - 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. Yes        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.  
No   X

\_\_\_\_\_  
If yes, the amount of the outstanding balance of this lien  
or encumbrance is:

6. The deed recording fee is computed as follows:

- a. 9,900.00 Place the amount listed in item 4 above here:  
b. 0 Place the amount listed in item 5 above here:  
(If no amount is listed, place a zero here.)  
c. 9,900.00 Subtract Line 6(b) from Line 6(a) and place result here:

7. The deed recording fee due is based on an amount listed on Line 6(c) above and the deed recording fee is: \$37.00

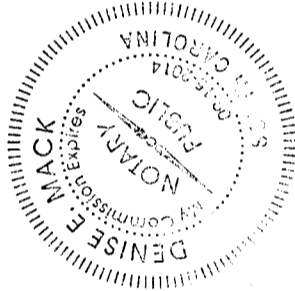
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

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.

SWORN to before me this 25th day of  
August, 2014.

*Denise E. Mack*  
Notary Public  
My Commission Expires: 9.15.14  
[Notary Seal]

*Brandy C. Snyder*  
Responsible Person Connected with the Transaction  
Brandy C. Snyder, Attorney



# INFORMATION

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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, 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:                      Section 12-24-40***

- (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 constitutes 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 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 12-6-4(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.
- (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 purchases 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.