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Jun 12 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas R. Keith Kelly, Circuit Court Judge

Appellant Case No. 2022-001557
Civil Action Case No. 2016-CP-42-01854

Chandelle Property Owners Association, Respondent,

v.

James Douglas Armstrong, Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as Trustee of the Greer R.G. Irrevocable Property Trust dated October 25, 2006, and also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendants,

and

James Douglas Armstrong, Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as Trustee of the Greer R.G. Irrevocable Property Trust dated October 25, 2006, Third-Party Plaintiffs,

v.

Billy J. Israel, Bruce R. Goldberg, Cindy R. Goldberg, and George Lynn Fleming in their personal and official capacities, Third-Party Defendants,

And

Kenneth L. Galloway and Molly C. Galloway, Third-Party Plaintiffs,

v.

Billy J. Israel, Bruce R. Goldberg, Cindy R. Goldberg, and George Lynn Fleming, in their personal Capacities, Third-Part Defendants,

Of whom James Douglas Armstrong, Jane Armstrong, Warren Johnson Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as Trustee of the Greer R.G. Irrevocable Property Trust dated October 25, 2006, are theAppellants.

RECORD ON APPEAL – VOLUME 3

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Respondent**

EXHIBIT E

DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	1	Payne	2017	1,600.00	240.00	1,064.00	2,904.00
	1	Payne	2018	3,600.00	540.00	1,772.00	5,912.00
	1	Payne	2019	6,000.00	900.00	2,250.00	9,150.00
	1	Payne	2020	5,000.00	750.00	1,575.00	7,325.00
	1	Payne	2021	3,900.00	585.00	570.50	5,055.50
	1	Payne	2022	1,900.00	285.00	66.50	2,251.50
10/30/21	\$2,000 Payment / applied to late charges per Section 11.6 of the Chandelle Declaration of CCR				-2,000.00	0.00	-2,000.00
09/01/22	1	TOTAL	6 yrs	22,000.00	1,300.00	7,298.00	30,598.00



DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	28/29	Johnson	2016	800.00	120.00	624.00	1,544.00
	28/29	Johnson	2017	1,600.00	240.00	1,064.00	2,904.00
	28/29	Johnson	2018	3,600.00	540.00	1,772.00	5,912.00
	28/29	Johnson	2019	6,000.00	900.00	2,250.00	9,150.00
	28/29	Johnson	2020	5,000.00	750.00	1,575.00	7,325.00
	28/29	Johnson	2021	3,900.00	585.00	570.50	5,055.50
	28/29	Johnson	2022	1,900.00	285.00	66.50	2,251.50

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09/01/22		TOTAL	7 yrs	22,800.00	3,420.00	7,922.00	34,142.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	30	Johnson	2016	600.00	100.00	462.00	1,162.00
09/01/22		TOTAL	1 yr	600.00	100.00	462.00	1,162.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE PENALTY	INTEREST	TOTAL
	34	Johnson	2016	600.00	100.00	462.00	1,162.00
09/01/22		TOTAL	1 yr	600.00	100.00	462.00	1,162.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	33/37	Graham	2016	800.00	120.00	624.00	1,544.00
	33/37	Graham	2017	1,600.00	240.00	1,064.00	2,904.00
	33/37	Graham	2018	3,600.00	540.00	1,772.00	5,912.00
	33/37	Graham	2019	6,000.00	900.00	2,250.00	9,150.00
	33/37	Graham	2020	5,000.00	750.00	1,575.00	7,325.00
	33/37	Graham	2021	3,900.00	585.00	570.50	5,055.50
	33/37	Graham	2022	1,900.00	285.00	66.50	2,251.50
09/01/22		TOTAL	7 yrs	22,800.00	3,420.00	7,922.00	34,142.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	31/35	Graham	2018	3,600.00	540.00	1,772.00	5,912.00
	31/35	Graham	2019	6,000.00	900.00	2,250.00	9,150.00
	31/35	Graham	2020	5,000.00	750.00	1,575.00	7,325.00
	31/35	Graham	2021	3,900.00	585.00	570.50	5,055.50
	31/35	Graham	2022	1,900.00	285.00	66.50	2,251.50
09/01/22		TOTAL	5 yrs	20,400.00	3,060.00	6,234.00	29,694.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	31	Graham	2017	1,200.00	180.00	780.00	1,162.00
09/01/22		TOTAL	1 yr	1,200.00	180.00	780.00	2,160.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	32	Graham	2017	1,200.00	180.00	780.00	1,162.00
09/01/22		TOTAL	1 yr	1,200.00	180.00	780.00	2,160.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL

	35	Graham	2017	1,200.00	180.00	780.00	1,162.00
09/01/22		TOTAL	1 yr	1,200.00	180.00	780.00	2,160.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	36	Graham	2017	1,200.00	180.00	780.00	1,162.00
09/01/22		TOTAL	1 yr	1,200.00	180.00	780.00	2,160.00
DATE		OWNER	YEAR	29 RUNWAY VIOLATIONS	LATE CHARGE	INTEREST	TOTAL
		Graham	2020	2,500.00	1,000.00	592.50	4,092.50
		Graham	2021	2,500.00	1,000.00	410.00	3,910.00
		Graham	2022	2,250.00	800.00	75.00	3,125.00
09/01/22		TOTAL	3 yrs	7,250.00	2,800.00	1,077.50	11,127.50
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	55/56	Armstrong	2017	1,600.00	240.00	1,064.00	2,904.00
	55/56	Armstrong	2018	3,600.00	540.00	1,772.00	5,912.00
	55/56	Armstrong	2019	6,000.00	900.00	2,250.00	9,150.00
	55/56	Armstrong	2020	5,000.00	750.00	1,575.00	7,325.00
	55/56	Armstrong	2021	3,900.00	585.00	570.50	5,055.50
	55/56	Armstrong	2022	1,900.00	285.00	66.50	2,251.50
10/30/21	\$2,000 Payment / applied to late charges per Section 11.6 of the Chandelle Declaration of CCR				-2,000.00	0.00	-2,000.00
09/01/22		TOTAL	6 yrs	22,000.00	1,300.00	7,298.00	30,598.00
DATE	LOT	OWNER	YEAR	ASSESSMENTS ONLY	LATE CHARGE	INTEREST	TOTAL
	57	Armstrong	2017	1,600.00	240.00	1,064.00	2,904.00
	57	Armstrong	2018	3,600.00	540.00	1,772.00	5,912.00
	57	Armstrong	2019	6,000.00	900.00	2,250.00	9,150.00
	57	Armstrong	2020	5,000.00	750.00	1,575.00	7,325.00
	57	Armstrong	2021	3,900.00	585.00	570.50	5,055.50
	57	Armstrong	2022	1,900.00	285.00	66.50	2,251.50
09/01/22		TOTAL	6 yrs	22,000.00	3,300.00	7,298.00	32,598.00

DATE	LOT	OWNER	2016	2017	2018	2019	2020	2021	2022	2021 payment	Assessments Late Fees Interest	Total Each+ 20%		Total Each	minus late fees	sale	pro rated	
09/01/22	Lot 1	Payne	0.00	2,904.00	5,912.00	9,150.00	7,325.00	5,055.50	2,251.50	-2,000.00	30,598.00	36,717.60	Payne	30,598.00				
09/01/22	28/29 combined 30/34 10/2016	Johnson	1,544.00	2,904.00	5,912.00	9,150.00	7,325.00	5,055.50	2,251.50		34,142.00		Johnson	36,466.00				
09/01/22	30 combined 10/2016	Johnson	1,162.00	0.00	0.00	0.00	0.00	0.00	0.00		1,162.00				3/17/2016	\$600.00		
09/01/22	34 combined 10/2016	Johnson	1,162.00	0.00	0.00	0.00	0.00	0.00	0.00		1,162.00				3/17/2016	\$600.00		
09/01/22	33/37 combined 32/36 11/2017	Graham	1,544.00	2,904.00	5,912.00	9,150.00	7,325.00	5,055.50	2,251.50		34,142.00	100,324.20	Graham	83,603.50				
09/01/22	31/35 combined 12/2017	Graham	0.00	0.00	5,912.00	9,150.00	7,325.00	5,055.50	2,251.50		29,694.00				3/10/2017	\$1,200.00		
09/01/22	32 combined	Graham	0.00	2,160.00	0.00	0.00	0.00	0.00	0.00		2,160.00				3/10/2017	\$1,200.00		
09/01/22	36 combined	Graham	0.00	2,160.00	0.00	0.00	0.00	0.00	0.00		2,160.00							
09/01/22	31 combined	Graham	0.00	2,160.00	0.00	0.00	0.00	0.00	0.00		2,160.00				3/10/2017	\$1,200.00		
09/01/22	35 combined	Graham	0.00	2,160.00	0.00	0.00	0.00	0.00	0.00		2,160.00				3/10/2017	\$1,200.00		
09/01/22	SUSPENSION	Graham	0.00	0.00	0.00	0.00	4,092.50	3,910.00	3,125.00		11,127.50							
09/01/22	Lot 55/56	Armstrong	0.00	2,904.00	5,912.00	9,150.00	7,325.00	5,055.50	2,251.50	-2,000.00	30,598.00	75,835.20	Armstrong	63,196.00				
09/01/22	Lot 57	Armstrong	0.00	2,904.00	5,912.00	9,150.00	7,325.00	5,055.50	2,251.50		32,598.00				1/25/2017			
	TOTAL		6,956.00	26,064.00	41,384.00	64,050.00	55,367.50	39,298.50	18,885.50		211,861.50	211,877.00		246,005.50				
	ASSESSMENTS YEARLY		800	1,600	3,600	6,000	5,000	3,900	1,900									
												w/0 Galloway	212,877.00					
	Graham - 29 rwy use violations \$250 per operation, \$100 late penalty, 12% interest per annum						2020	2021	2022	TOTAL								
	Assessments	09/01/22					2,500.00	2,500.00	2,250.00	7,250.00				\$246,005.50				
	Late Charge	09/01/22					1,000.00	1,000.00	800.00	2,800.00				32,142.00				
	Interest	09/01/22					592.50	410.00	75.00	1,077.50								
	Late + Int	09/01/22					1,592.50	1,410.00	875.00	3,002.50								
	TOTAL ALL	09/01/22					4,092.50	3,910.00	3,125.00	11,127.50								

\$800 Pmt. Due 3/6/16 2016 Annual	Principal	Interest Rate	Monthly Interest	Total Interest	Assessment with interest	15% Late Charge	Assessment with penalty and late chrg.
03/06/16					\$800.00		
04/06/16	\$800.00	1%	\$8.00	\$8.00	\$808.00	\$120.00	\$928.00
05/01/16	\$800.00	1%	\$8.00	\$16.00	\$816.00		\$936.00
06/01/16	\$800.00	1%	\$8.00	\$24.00	\$824.00		\$944.00
07/01/16	\$800.00	1%	\$8.00	\$32.00	\$832.00		\$952.00
08/01/16	\$800.00	1%	\$8.00	\$40.00	\$840.00		\$960.00
09/01/16	\$800.00	1%	\$8.00	\$48.00	\$848.00		\$968.00
10/01/16	\$800.00	1%	\$8.00	\$56.00	\$856.00		\$976.00
11/01/16	\$800.00	1%	\$8.00	\$64.00	\$864.00		\$984.00
12/01/16	\$800.00	1%	\$8.00	\$72.00	\$872.00		\$992.00
01/01/17	\$800.00	1%	\$8.00	\$80.00	\$880.00		\$1,000.00
02/01/17	\$800.00	1%	\$8.00	\$88.00	\$888.00		\$1,008.00
03/01/17	\$800.00	1%	\$8.00	\$96.00	\$896.00		\$1,016.00
04/01/17	\$800.00	1%	\$8.00	\$104.00	\$904.00		\$1,024.00
05/01/17	\$800.00	1%	\$8.00	\$112.00	\$912.00		\$1,032.00
06/01/17	\$800.00	1%	\$8.00	\$120.00	\$920.00		\$1,040.00
07/01/17	\$800.00	1%	\$8.00	\$128.00	\$928.00		\$1,048.00
08/01/17	\$800.00	1%	\$8.00	\$136.00	\$936.00		\$1,056.00
09/01/17	\$800.00	1%	\$8.00	\$144.00	\$944.00		\$1,064.00
10/01/17	\$800.00	1%	\$8.00	\$152.00	\$952.00		\$1,072.00
11/01/17	\$800.00	1%	\$8.00	\$160.00	\$960.00		\$1,080.00
12/01/17	\$800.00	1%	\$8.00	\$168.00	\$968.00		\$1,088.00
01/01/18	\$800.00	1%	\$8.00	\$176.00	\$976.00		\$1,096.00
02/01/18	\$800.00	1%	\$8.00	\$184.00	\$984.00		\$1,104.00
03/01/18	\$800.00	1%	\$8.00	\$192.00	\$992.00		\$1,112.00
04/01/18	\$800.00	1%	\$8.00	\$200.00	\$1,000.00		\$1,120.00
05/01/18	\$800.00	1%	\$8.00	\$208.00	\$1,008.00		\$1,128.00
06/01/18	\$800.00	1%	\$8.00	\$216.00	\$1,016.00		\$1,136.00
07/01/18	\$800.00	1%	\$8.00	\$224.00	\$1,024.00		\$1,144.00
08/01/18	\$800.00	1%	\$8.00	\$232.00	\$1,032.00		\$1,152.00
09/01/18	\$800.00	1%	\$8.00	\$240.00	\$1,040.00		\$1,160.00
10/01/18	\$800.00	1%	\$8.00	\$248.00	\$1,048.00		\$1,168.00
11/01/18	\$800.00	1%	\$8.00	\$256.00	\$1,056.00		\$1,176.00
12/01/18	\$800.00	1%	\$8.00	\$264.00	\$1,064.00		\$1,184.00
01/01/19	\$800.00	1%	\$8.00	\$272.00	\$1,072.00		\$1,192.00
02/01/19	\$800.00	1%	\$8.00	\$280.00	\$1,080.00		\$1,200.00
03/01/19	\$800.00	1%	\$8.00	\$288.00	\$1,088.00		\$1,208.00
04/01/19	\$800.00	1%	\$8.00	\$296.00	\$1,096.00		\$1,216.00
05/01/19	\$800.00	1%	\$8.00	\$304.00	\$1,104.00		\$1,224.00

06/01/19	\$800.00	1%	\$8.00	\$312.00	\$1,112.00	\$1,232.00
07/01/19	\$800.00	1%	\$8.00	\$320.00	\$1,120.00	\$1,240.00
08/01/19	\$800.00	1%	\$8.00	\$328.00	\$1,128.00	\$1,248.00
09/01/19	\$800.00	1%	\$8.00	\$336.00	\$1,136.00	\$1,256.00
10/01/19	\$800.00	1%	\$8.00	\$344.00	\$1,144.00	\$1,264.00
11/01/19	\$800.00	1%	\$8.00	\$352.00	\$1,152.00	\$1,272.00
12/01/19	\$800.00	1%	\$8.00	\$360.00	\$1,160.00	\$1,280.00
01/01/20	\$800.00	1%	\$8.00	\$368.00	\$1,168.00	\$1,288.00
02/01/20	\$800.00	1%	\$8.00	\$376.00	\$1,176.00	\$1,296.00
03/01/20	\$800.00	1%	\$8.00	\$384.00	\$1,184.00	\$1,304.00
04/01/20	\$800.00	1%	\$8.00	\$392.00	\$1,192.00	\$1,312.00
05/01/20	\$800.00	1%	\$8.00	\$400.00	\$1,200.00	\$1,320.00
06/01/20	\$800.00	1%	\$8.00	\$408.00	\$1,208.00	\$1,328.00
07/01/20	\$800.00	1%	\$8.00	\$416.00	\$1,216.00	\$1,336.00
08/01/20	\$800.00	1%	\$8.00	\$424.00	\$1,224.00	\$1,344.00
09/01/20	\$800.00	1%	\$8.00	\$432.00	\$1,232.00	\$1,352.00
10/01/20	\$800.00	1%	\$8.00	\$440.00	\$1,240.00	\$1,360.00
11/01/20	\$800.00	1%	\$8.00	\$448.00	\$1,248.00	\$1,368.00
12/01/20	\$800.00	1%	\$8.00	\$456.00	\$1,256.00	\$1,376.00
01/01/21	\$800.00	1%	\$8.00	\$464.00	\$1,264.00	\$1,384.00
02/01/21	\$800.00	1%	\$8.00	\$472.00	\$1,272.00	\$1,392.00
03/01/21	\$800.00	1%	\$8.00	\$480.00	\$1,280.00	\$1,400.00
04/01/21	\$800.00	1%	\$8.00	\$488.00	\$1,288.00	\$1,408.00
05/01/21	\$800.00	1%	\$8.00	\$496.00	\$1,296.00	\$1,416.00
06/01/21	\$800.00	1%	\$8.00	\$504.00	\$1,304.00	\$1,424.00
07/01/21	\$800.00	1%	\$8.00	\$512.00	\$1,312.00	\$1,432.00
08/01/21	\$800.00	1%	\$8.00	\$520.00	\$1,320.00	\$1,440.00
09/01/21	\$800.00	1%	\$8.00	\$528.00	\$1,328.00	\$1,448.00
10/01/21	\$800.00	1%	\$8.00	\$536.00	\$1,336.00	\$1,456.00
11/01/21	\$800.00	1%	\$8.00	\$544.00	\$1,344.00	\$1,464.00
12/01/21	\$800.00	1%	\$8.00	\$552.00	\$1,352.00	\$1,472.00
01/01/22	\$800.00	1%	\$8.00	\$560.00	\$1,360.00	\$1,480.00
02/01/22	\$800.00	1%	\$8.00	\$568.00	\$1,368.00	\$1,488.00
03/01/22	\$800.00	1%	\$8.00	\$576.00	\$1,376.00	\$1,496.00
04/01/22	\$800.00	1%	\$8.00	\$584.00	\$1,384.00	\$1,504.00
05/01/22	\$800.00	1%	\$8.00	\$592.00	\$1,392.00	\$1,512.00
06/01/22	\$800.00	1%	\$8.00	\$600.00	\$1,400.00	\$1,520.00
07/01/22	\$800.00	1%	\$8.00	\$608.00	\$1,408.00	\$1,528.00
08/01/22	\$800.00	1%	\$8.00	\$616.00	\$1,416.00	\$1,536.00
09/01/22	\$800.00	1%	\$8.00	\$624.00	\$1,424.00	\$1,544.00
10/01/22	\$800.00	1%	\$8.00	\$632.00	\$1,432.00	\$1,552.00
11/01/22	\$800.00	1%	\$8.00	\$640.00	\$1,440.00	\$1,560.00
12/01/22	\$800.00	1%	\$8.00	\$648.00	\$1,448.00	\$1,568.00
01/01/23	\$800.00	1%	\$8.00	\$656.00	\$1,456.00	\$1,576.00

02/01/23	\$800.00	1%	\$8.00	\$664.00	\$1,464.00		\$1,584.00
03/01/23	\$800.00	1%	\$8.00	\$672.00	\$1,472.00		\$1,592.00
04/01/23	\$800.00	\$0.01	\$8.00	\$680.00	\$1,480.00		\$1,600.00

\$800 2017 1st pmt date 1/31/17	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	\$800 2017 2nd pmt date 3/1/17	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	TOTAL Assessment +Penalty +Late Chrg.
01/31/17					\$800.00									\$1,600.00
03/02/17	\$800.00	1%	\$8.00	\$8.00	\$928.00	\$120.00	03/01/17					\$800.00		\$1,728.00
04/02/17	\$800.00	1%	\$8.00	\$16.00	\$936.00		03/31/17	\$800.00	1%	\$8.00	\$8.00	\$928.00	\$120.00	\$1,864.00
05/02/17	\$800.00	1%	\$8.00	\$24.00	\$944.00		04/30/17	\$800.00	1%	\$8.00	\$16.00	\$936.00		\$1,880.00
06/02/17	\$800.00	1%	\$8.00	\$32.00	\$952.00		05/31/17	\$800.00	1%	\$8.00	\$24.00	\$944.00		\$1,896.00
07/02/17	\$800.00	1%	\$8.00	\$40.00	\$960.00		06/30/17	\$800.00	1%	\$8.00	\$32.00	\$952.00		\$1,912.00
08/02/17	\$800.00	1%	\$8.00	\$48.00	\$968.00		07/31/17	\$800.00	1%	\$8.00	\$40.00	\$960.00		\$1,928.00
09/02/17	\$800.00	1%	\$8.00	\$56.00	\$976.00		08/31/17	\$800.00	1%	\$8.00	\$48.00	\$968.00		\$1,944.00
10/02/17	\$800.00	1%	\$8.00	\$64.00	\$984.00		09/30/17	\$800.00	1%	\$8.00	\$56.00	\$976.00		\$1,960.00
11/02/17	\$800.00	1%	\$8.00	\$72.00	\$992.00		10/31/17	\$800.00	1%	\$8.00	\$64.00	\$984.00		\$1,976.00
12/02/17	\$800.00	1%	\$8.00	\$80.00	\$1,000.00		11/30/17	\$800.00	1%	\$8.00	\$72.00	\$992.00		\$1,992.00
01/02/18	\$800.00	1%	\$8.00	\$88.00	\$1,008.00		12/31/17	\$800.00	1%	\$8.00	\$80.00	\$1,000.00		\$2,008.00
02/02/18	\$800.00	1%	\$8.00	\$96.00	\$1,016.00		01/31/18	\$800.00	1%	\$8.00	\$88.00	\$1,008.00		\$2,024.00
03/02/18	\$800.00	1%	\$8.00	\$104.00	\$1,024.00		02/28/18	\$800.00	1%	\$8.00	\$96.00	\$1,016.00		\$2,040.00
04/02/18	\$800.00	1%	\$8.00	\$112.00	\$1,032.00		03/31/18	\$800.00	1%	\$8.00	\$104.00	\$1,024.00		\$2,056.00
05/02/18	\$800.00	1%	\$8.00	\$120.00	\$1,040.00		04/30/18	\$800.00	1%	\$8.00	\$112.00	\$1,032.00		\$2,072.00
06/02/18	\$800.00	1%	\$8.00	\$128.00	\$1,048.00		05/31/18	\$800.00	1%	\$8.00	\$120.00	\$1,040.00		\$2,088.00
07/02/18	\$800.00	1%	\$8.00	\$136.00	\$1,056.00		06/30/18	\$800.00	1%	\$8.00	\$128.00	\$1,048.00		\$2,104.00
08/02/18	\$800.00	1%	\$8.00	\$144.00	\$1,064.00		07/31/18	\$800.00	1%	\$8.00	\$136.00	\$1,056.00		\$2,120.00
09/02/18	\$800.00	1%	\$8.00	\$152.00	\$1,072.00		08/31/18	\$800.00	1%	\$8.00	\$144.00	\$1,064.00		\$2,136.00
10/02/18	\$800.00	1%	\$8.00	\$160.00	\$1,080.00		09/30/18	\$800.00	1%	\$8.00	\$152.00	\$1,072.00		\$2,152.00
11/02/18	\$800.00	1%	\$8.00	\$168.00	\$1,088.00		10/31/18	\$800.00	1%	\$8.00	\$160.00	\$1,080.00		\$2,168.00
12/02/18	\$800.00	1%	\$8.00	\$176.00	\$1,096.00		11/30/18	\$800.00	1%	\$8.00	\$168.00	\$1,088.00		\$2,184.00
01/02/19	\$800.00	1%	\$8.00	\$184.00	\$1,104.00		12/31/18	\$800.00	1%	\$8.00	\$176.00	\$1,096.00		\$2,200.00
02/02/19	\$800.00	1%	\$8.00	\$192.00	\$1,112.00		01/31/19	\$800.00	1%	\$8.00	\$184.00	\$1,104.00		\$2,216.00
03/02/19	\$800.00	1%	\$8.00	\$200.00	\$1,120.00		02/28/19	\$800.00	1%	\$8.00	\$192.00	\$1,112.00		\$2,232.00

04/02/19	\$800.00	1%	\$8.00	\$208.00	\$1,128.00		03/31/19	\$800.00	1%	\$8.00	\$200.00	\$1,120.00		\$2,248.00
05/02/19	\$800.00	1%	\$8.00	\$216.00	\$1,136.00		04/30/19	\$800.00	1%	\$8.00	\$208.00	\$1,128.00		\$2,264.00
06/02/19	\$800.00	1%	\$8.00	\$224.00	\$1,144.00		05/31/19	\$800.00	1%	\$8.00	\$216.00	\$1,136.00		\$2,280.00
07/02/19	\$800.00	1%	\$8.00	\$232.00	\$1,152.00		06/30/19	\$800.00	1%	\$8.00	\$224.00	\$1,144.00		\$2,296.00
08/02/19	\$800.00	1%	\$8.00	\$240.00	\$1,160.00		07/31/19	\$800.00	1%	\$8.00	\$232.00	\$1,152.00		\$2,312.00
09/02/19	\$800.00	1%	\$8.00	\$248.00	\$1,168.00		08/31/19	\$800.00	1%	\$8.00	\$240.00	\$1,160.00		\$2,328.00
10/02/19	\$800.00	1%	\$8.00	\$256.00	\$1,176.00		09/30/19	\$800.00	1%	\$8.00	\$248.00	\$1,168.00		\$2,344.00
11/02/19	\$800.00	1%	\$8.00	\$264.00	\$1,184.00		10/31/19	\$800.00	1%	\$8.00	\$256.00	\$1,176.00		\$2,360.00
12/02/19	\$800.00	1%	\$8.00	\$272.00	\$1,192.00		11/30/19	\$800.00	1%	\$8.00	\$264.00	\$1,184.00		\$2,376.00
01/02/20	\$800.00	1%	\$8.00	\$280.00	\$1,200.00		12/31/19	\$800.00	1%	\$8.00	\$272.00	\$1,192.00		\$2,392.00
02/02/20	\$800.00	1%	\$8.00	\$288.00	\$1,208.00		01/31/20	\$800.00	1%	\$8.00	\$280.00	\$1,200.00		\$2,408.00
03/02/20	\$800.00	1%	\$8.00	\$296.00	\$1,216.00		02/29/20	\$800.00	1%	\$8.00	\$288.00	\$1,208.00		\$2,424.00
04/02/20	\$800.00	1%	\$8.00	\$304.00	\$1,224.00		03/31/20	\$800.00	1%	\$8.00	\$296.00	\$1,216.00		\$2,440.00
05/02/20	\$800.00	1%	\$8.00	\$312.00	\$1,232.00		04/30/20	\$800.00	1%	\$8.00	\$304.00	\$1,224.00		\$2,456.00
06/02/20	\$800.00	1%	\$8.00	\$320.00	\$1,240.00		05/31/20	\$800.00	1%	\$8.00	\$312.00	\$1,232.00		\$2,472.00
07/02/20	\$800.00	1%	\$8.00	\$328.00	\$1,248.00		06/30/20	\$800.00	1%	\$8.00	\$320.00	\$1,240.00		\$2,488.00
08/02/20	\$800.00	1%	\$8.00	\$336.00	\$1,256.00		07/30/20	\$800.00	1%	\$8.00	\$328.00	\$1,248.00		\$2,504.00
09/02/20	\$800.00	1%	\$8.00	\$344.00	\$1,264.00		08/30/20	\$800.00	1%	\$8.00	\$336.00	\$1,256.00		\$2,520.00
10/02/20	\$800.00	1%	\$8.00	\$352.00	\$1,272.00		09/30/20	\$800.00	1%	\$8.00	\$344.00	\$1,264.00		\$2,536.00
11/02/20	\$800.00	1%	\$8.00	\$360.00	\$1,280.00		10/30/20	\$800.00	1%	\$8.00	\$352.00	\$1,272.00		\$2,552.00
12/02/20	\$800.00	1%	\$8.00	\$368.00	\$1,288.00		11/30/20	\$800.00	1%	\$8.00	\$360.00	\$1,280.00		\$2,568.00
01/02/21	\$800.00	1%	\$8.00	\$376.00	\$1,296.00		12/31/20	\$800.00	1%	\$8.00	\$368.00	\$1,288.00		\$2,584.00
02/02/21	\$800.00	1%	\$8.00	\$384.00	\$1,304.00		01/31/21	\$800.00	1%	\$8.00	\$376.00	\$1,296.00		\$2,600.00
03/02/21	\$800.00	1%	\$8.00	\$392.00	\$1,312.00		02/28/21	\$800.00	1%	\$8.00	\$384.00	\$1,304.00		\$2,616.00
04/02/21	\$800.00	1%	\$8.00	\$400.00	\$1,320.00		03/31/21	\$800.00	1%	\$8.00	\$392.00	\$1,312.00		\$2,632.00
05/02/21	\$800.00	1%	\$8.00	\$408.00	\$1,328.00		04/30/21	\$800.00	1%	\$8.00	\$400.00	\$1,320.00		\$2,648.00
06/02/21	\$800.00	1%	\$8.00	\$416.00	\$1,336.00		05/31/21	\$800.00	1%	\$8.00	\$408.00	\$1,328.00		\$2,664.00
07/02/21	\$800.00	1%	\$8.00	\$424.00	\$1,344.00		06/30/21	\$800.00	1%	\$8.00	\$416.00	\$1,336.00		\$2,680.00
08/02/21	\$800.00	1%	\$8.00	\$432.00	\$1,352.00		07/31/21	\$800.00	1%	\$8.00	\$424.00	\$1,344.00		\$2,696.00
09/02/21	\$800.00	1%	\$8.00	\$440.00	\$1,360.00		08/31/21	\$800.00	1%	\$8.00	\$432.00	\$1,352.00		\$2,712.00
10/02/21	\$800.00	1%	\$8.00	\$448.00	\$1,368.00		09/30/21	\$800.00	1%	\$8.00	\$440.00	\$1,360.00		\$2,728.00
11/02/21	\$800.00	1%	\$8.00	\$456.00	\$1,376.00		10/31/21	\$800.00	1%	\$8.00	\$448.00	\$1,368.00		\$2,744.00

12/02/21	\$800.00	1%	\$8.00	\$464.00	\$1,384.00		11/30/21	\$800.00	1%	\$8.00	\$456.00	\$1,376.00		\$2,760.00
01/02/22	\$800.00	1%	\$8.00	\$472.00	\$1,392.00		12/31/21	\$800.00	1%	\$8.00	\$464.00	\$1,384.00		\$2,776.00
02/02/22	\$800.00	1%	\$8.00	\$480.00	\$1,400.00		01/31/22	\$800.00	1%	\$8.00	\$472.00	\$1,392.00		\$2,792.00
03/02/22	\$800.00	1%	\$8.00	\$488.00	\$1,408.00		02/28/22	\$800.00	1%	\$8.00	\$480.00	\$1,400.00		\$2,808.00
04/02/22	\$800.00	1%	\$8.00	\$496.00	\$1,416.00		03/31/22	\$800.00	1%	\$8.00	\$488.00	\$1,408.00		\$2,824.00
05/02/22	\$800.00	1%	\$8.00	\$504.00	\$1,424.00		04/30/22	\$800.00	1%	\$8.00	\$496.00	\$1,416.00		\$2,840.00
06/02/22	\$800.00	1%	\$8.00	\$512.00	\$1,432.00		05/31/22	\$800.00	1%	\$8.00	\$504.00	\$1,424.00		\$2,856.00
07/02/22	\$800.00	1%	\$8.00	\$520.00	\$1,440.00		06/30/22	\$800.00	1%	\$8.00	\$512.00	\$1,432.00		\$2,872.00
08/02/22	\$800.00	1%	\$8.00	\$528.00	\$1,448.00		07/31/22	\$800.00	1%	\$8.00	\$520.00	\$1,440.00		\$2,888.00
09/02/22	\$800.00	1%	\$8.00	\$536.00	\$1,456.00		08/31/22	\$800.00	1%	\$8.00	\$528.00	\$1,448.00		\$2,904.00
10/02/22	\$800.00	1%	\$8.00	\$544.00	\$1,464.00		09/30/22	\$800.00	1%	\$8.00	\$536.00	\$1,456.00		\$2,920.00
11/02/22	\$800.00	1%	\$8.00	\$552.00	\$1,472.00		10/31/22	\$800.00	1%	\$8.00	\$544.00	\$1,464.00		\$2,936.00
12/02/22	\$800.00	1%	\$8.00	\$560.00	\$1,480.00		11/30/22	\$800.00	1%	\$8.00	\$552.00	\$1,472.00		\$2,952.00
01/02/23	\$800.00	1%	\$8.00	\$568.00	\$1,488.00		12/01/22	\$800.00	1%	\$8.00	\$560.00	\$1,480.00		\$2,968.00
02/02/23	\$800.00	1%	\$8.00	\$576.00	\$1,496.00		01/01/23	\$800.00	1%	\$8.00	\$568.00	\$1,488.00		\$2,984.00
03/02/23	\$800.00	1%	\$8.00	\$584.00	\$1,504.00		02/01/23	\$800.00	1%	\$8.00	\$576.00	\$1,496.00		\$3,000.00
04/02/23	\$800.00	1%	\$8.00	\$592.00	\$1,512.00		03/01/23	\$800.00	1%	\$8.00	\$584.00	\$1,504.00		\$3,016.00
05/02/23	\$800.00	1%	\$8.00	\$600.00	\$1,520.00		04/01/23	\$800.00	1%	\$8.00	\$592.00	\$1,512.00		\$3,032.00
06/02/23	\$800.00	1%	\$8.00	\$608.00	\$1,528.00		05/01/23	\$800.00	1%	\$8.00	\$600.00	\$1,520.00		\$3,048.00
07/02/23	\$800.00	1%	\$8.00	\$616.00	\$1,536.00		06/01/23	\$800.00	1%	\$8.00	\$608.00	\$1,528.00		\$3,064.00
08/02/23	\$800.00	1%	\$8.00	\$624.00	\$1,544.00		07/01/23	\$800.00	1%	\$8.00	\$616.00	\$1,536.00		\$3,080.00
09/02/23	\$800.00	1%	\$8.00	\$632.00	\$1,552.00		08/01/23	\$800.00	1%	\$8.00	\$624.00	\$1,544.00		\$3,096.00
10/02/23	\$800.00	1%	\$8.00	\$640.00	\$1,560.00		09/01/23	\$800.00	1%	\$8.00	\$632.00	\$1,552.00		\$3,112.00
11/02/23	\$800.00	1%	\$8.00	\$648.00	\$1,568.00		10/01/23	\$800.00	1%	\$8.00	\$640.00	\$1,560.00		\$3,128.00
12/02/23	\$800.00	1%	\$8.00	\$656.00	\$1,576.00		11/01/23	\$800.00	1%	\$8.00	\$648.00	\$1,568.00		\$3,144.00
01/02/24	\$800.00	1%	\$8.00	\$664.00	\$1,584.00		12/01/23	\$800.00	1%	\$8.00	\$656.00	\$1,576.00		\$3,160.00

02/02/24	\$800.00	1%	\$8.00	\$672.00	\$1,592.00		01/01/24	\$800.00	1%	\$8.00	\$664.00	\$1,584.00		\$3,176.00
03/02/24	\$800.00	1%	\$8.00	\$680.00	\$1,600.00		02/01/24	\$800.00	1%	\$8.00	\$672.00	\$1,592.00		\$3,192.00
04/02/24	\$800.00	1%	\$8.00	\$688.00	\$1,608.00		03/01/24	\$800.00	1%	\$8.00	\$680.00	\$1,600.00		\$3,208.00
05/02/24	\$800.00	1%	\$8.00	\$696.00	\$1,616.00		04/01/24	\$800.00	1%	\$8.00	\$688.00	\$1,608.00		\$3,224.00
06/02/24	\$800.00	1%	\$8.00	\$704.00	\$1,624.00		05/01/24	\$800.00	1%	\$8.00	\$696.00	\$1,616.00		\$3,240.00
07/02/24	\$800.00	1%	\$8.00	\$712.00	\$1,632.00		06/01/24	\$800.00	1%	\$8.00	\$704.00	\$1,624.00		\$3,256.00
08/02/24	\$800.00	1%	\$8.00	\$720.00	\$1,640.00		07/01/24	\$800.00	1%	\$8.00	\$712.00	\$1,632.00		\$3,272.00
09/02/24	\$800.00	1%	\$8.00	\$728.00	\$1,648.00		08/01/24	\$800.00	1%	\$8.00	\$720.00	\$1,640.00		\$3,288.00
10/02/24	\$800.00	1%	\$8.00	\$736.00	\$1,656.00		09/01/24	\$800.00	1%	\$8.00	\$728.00	\$1,648.00		\$3,304.00
11/02/24	\$800.00	1%	\$8.00	\$744.00	\$1,664.00		10/01/24	\$800.00	1%	\$8.00	\$736.00	\$1,656.00		\$3,320.00
12/02/24	\$800.00	1%	\$8.00	\$752.00	\$1,672.00		11/01/24	\$800.00	1%	\$8.00	\$744.00	\$1,664.00		\$3,336.00
01/02/25	\$800.00	1%	\$8.00	\$760.00	\$1,680.00		12/01/24	\$800.00	1%	\$8.00	\$752.00	\$1,672.00		\$3,352.00
02/02/25	\$800.00	1%	\$8.00	\$768.00	\$1,688.00		01/01/25	\$800.00	1%	\$8.00	\$760.00	\$1,680.00		\$3,368.00
03/02/25	\$800.00	1%	\$8.00	\$776.00	\$1,696.00		02/01/25	\$800.00	1%	\$8.00	\$768.00	\$1,688.00		\$3,384.00
04/02/25	\$800.00	1%	\$8.00	\$784.00	\$1,704.00		03/01/25	\$800.00	1%	\$8.00	\$776.00	\$1,696.00		\$3,400.00
05/02/25	\$800.00	1%	\$8.00	\$792.00	\$1,712.00		04/01/25	\$800.00	1%	\$8.00	\$784.00	\$1,704.00		\$3,416.00

\$1,600 2018 Annual Asses. Due Date 4/30/18	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Chrg.	\$2,000 2018 Special Asses. Due date 10/1/18	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Chrg.	2018 Annual & Special Asses. + Interest Late Chrg
04/30/18					\$1,600.00									
05/30/18	\$1,600.00	1%	\$16.00	\$16.00	\$1,856.00	\$240.00								
06/30/18	\$1,600.00	1%	\$16.00	\$32.00	\$1,872.00									
07/30/18	\$1,600.00	1%	\$16.00	\$48.00	\$1,888.00									
08/30/18	\$1,600.00	1%	\$16.00	\$64.00	\$1,904.00									
09/30/18	\$1,600.00	1%	\$16.00	\$80.00	\$1,920.00		10/01/18					\$2,000.00		\$3,920.00
10/30/18	\$1,600.00	1%	\$16.00	\$96.00	\$1,936.00		11/01/18	\$2,000.00	1%	\$20.00	\$20.00	\$2,320.00	\$300.00	\$4,256.00
11/30/18	\$1,600.00	1%	\$16.00	\$112.00	\$1,952.00		12/01/18	\$2,000.00	1%	\$20.00	\$40.00	\$2,340.00		\$4,292.00
12/30/18	\$1,600.00	1%	\$16.00	\$128.00	\$1,968.00		01/01/19	\$2,000.00	1%	\$20.00	\$60.00	\$2,360.00		\$4,328.00
01/30/19	\$1,600.00	1%	\$16.00	\$144.00	\$1,984.00		02/01/19	\$2,000.00	1%	\$20.00	\$80.00	\$2,380.00		\$4,364.00
02/28/19	\$1,600.00	1%	\$16.00	\$160.00	\$2,000.00		03/01/19	\$2,000.00	1%	\$20.00	\$100.00	\$2,400.00		\$4,400.00
03/30/19	\$1,600.00	1%	\$16.00	\$176.00	\$2,016.00		04/01/19	\$2,000.00	1%	\$20.00	\$120.00	\$2,420.00		\$4,436.00
04/30/19	\$1,600.00	1%	\$16.00	\$192.00	\$2,032.00		05/01/19	\$2,000.00	1%	\$20.00	\$140.00	\$2,440.00		\$4,472.00
05/30/19	\$1,600.00	1%	\$16.00	\$208.00	\$2,048.00		06/01/19	\$2,000.00	1%	\$20.00	\$160.00	\$2,460.00		\$4,508.00
06/30/19	\$1,600.00	1%	\$16.00	\$224.00	\$2,064.00		07/01/19	\$2,000.00	1%	\$20.00	\$180.00	\$2,480.00		\$4,544.00
07/30/19	\$1,600.00	1%	\$16.00	\$240.00	\$2,080.00		08/01/19	\$2,000.00	1%	\$20.00	\$200.00	\$2,500.00		\$4,580.00
08/30/19	\$1,600.00	1%	\$16.00	\$256.00	\$2,096.00		09/01/19	\$2,000.00	1%	\$20.00	\$220.00	\$2,520.00		\$4,616.00
09/30/19	\$1,600.00	1%	\$16.00	\$272.00	\$2,112.00		10/01/19	\$2,000.00	1%	\$20.00	\$240.00	\$2,540.00		\$4,652.00
10/30/19	\$1,600.00	1%	\$16.00	\$288.00	\$2,128.00		11/01/19	\$2,000.00	1%	\$20.00	\$260.00	\$2,560.00		\$4,688.00
11/30/19	\$1,600.00	1%	\$16.00	\$304.00	\$2,144.00		12/01/19	\$2,000.00	1%	\$20.00	\$280.00	\$2,580.00		\$4,724.00
12/30/19	\$1,600.00	1%	\$16.00	\$320.00	\$2,160.00		01/01/20	\$2,000.00	1%	\$20.00	\$300.00	\$2,600.00		\$4,760.00
01/30/20	\$1,600.00	1%	\$16.00	\$336.00	\$2,176.00		02/01/20	\$2,000.00	1%	\$20.00	\$320.00	\$2,620.00		\$4,796.00
02/29/20	\$1,600.00	1%	\$16.00	\$352.00	\$2,192.00		03/01/20	\$2,000.00	1%	\$20.00	\$340.00	\$2,640.00		\$4,832.00
03/30/20	\$1,600.00	1%	\$16.00	\$368.00	\$2,208.00		04/01/20	\$2,000.00	1%	\$20.00	\$360.00	\$2,660.00		\$4,868.00
04/30/20	\$1,600.00	1%	\$16.00	\$384.00	\$2,224.00		05/01/20	\$2,000.00	1%	\$20.00	\$380.00	\$2,680.00		\$4,904.00
05/30/20	\$1,600.00	1%	\$16.00	\$400.00	\$2,240.00		06/01/20	\$2,000.00	1%	\$20.00	\$400.00	\$2,700.00		\$4,940.00

06/30/20	\$1,600.00	1%	\$16.00	\$416.00	\$2,256.00		07/01/20	\$2,000.00	1%	\$20.00	\$420.00	\$2,720.00		\$4,976.00
07/30/20	\$1,600.00	1%	\$16.00	\$432.00	\$2,272.00		08/01/20	\$2,000.00	1%	\$20.00	\$440.00	\$2,740.00		\$5,012.00
08/30/20	\$1,600.00	1%	\$16.00	\$448.00	\$2,288.00		09/01/20	\$2,000.00	1%	\$20.00	\$460.00	\$2,760.00		\$5,048.00
09/30/20	\$1,600.00	1%	\$16.00	\$464.00	\$2,304.00		10/01/20	\$2,000.00	1%	\$20.00	\$480.00	\$2,780.00		\$5,084.00
10/30/20	\$1,600.00	1%	\$16.00	\$480.00	\$2,320.00		11/01/20	\$2,000.00	1%	\$20.00	\$500.00	\$2,800.00		\$5,120.00
11/30/20	\$1,600.00	1%	\$16.00	\$496.00	\$2,336.00		12/01/20	\$2,000.00	1%	\$20.00	\$520.00	\$2,820.00		\$5,156.00
12/30/20	\$1,600.00	1%	\$16.00	\$512.00	\$2,352.00		01/01/21	\$2,000.00	1%	\$20.00	\$540.00	\$2,840.00		\$5,192.00
01/30/21	\$1,600.00	1%	\$16.00	\$528.00	\$2,368.00		02/01/21	\$2,000.00	1%	\$20.00	\$560.00	\$2,860.00		\$5,228.00
02/28/21	\$1,600.00	1%	\$16.00	\$544.00	\$2,384.00		03/01/21	\$2,000.00	1%	\$20.00	\$580.00	\$2,880.00		\$5,264.00
03/30/21	\$1,600.00	1%	\$16.00	\$560.00	\$2,400.00		04/01/21	\$2,000.00	1%	\$20.00	\$600.00	\$2,900.00		\$5,300.00
04/30/21	\$1,600.00	1%	\$16.00	\$576.00	\$2,416.00		05/01/21	\$2,000.00	1%	\$20.00	\$620.00	\$2,920.00		\$5,336.00
05/30/21	\$1,600.00	1%	\$16.00	\$592.00	\$2,432.00		06/01/21	\$2,000.00	1%	\$20.00	\$640.00	\$2,940.00		\$5,372.00
06/30/21	\$1,600.00	1%	\$16.00	\$608.00	\$2,448.00		07/01/21	\$2,000.00	1%	\$20.00	\$660.00	\$2,960.00		\$5,408.00
07/30/21	\$1,600.00	1%	\$16.00	\$624.00	\$2,464.00		08/01/21	\$2,000.00	1%	\$20.00	\$680.00	\$2,980.00		\$5,444.00
08/30/21	\$1,600.00	1%	\$16.00	\$640.00	\$2,480.00		09/01/21	\$2,000.00	1%	\$20.00	\$700.00	\$3,000.00		\$5,480.00
09/30/21	\$1,600.00	1%	\$16.00	\$656.00	\$2,496.00		10/01/21	\$2,000.00	1%	\$20.00	\$720.00	\$3,020.00		\$5,516.00
10/30/21	\$1,600.00	1%	\$16.00	\$672.00	\$2,512.00		11/01/21	\$2,000.00	1%	\$20.00	\$740.00	\$3,040.00		\$5,552.00
11/30/21	\$1,600.00	1%	\$16.00	\$688.00	\$2,528.00		12/01/21	\$2,000.00	1%	\$20.00	\$760.00	\$3,060.00		\$5,588.00
12/30/21	\$1,600.00	1%	\$16.00	\$704.00	\$2,544.00		01/01/22	\$2,000.00	1%	\$20.00	\$780.00	\$3,080.00		\$5,624.00
01/30/22	\$1,600.00	1%	\$16.00	\$720.00	\$2,560.00		02/01/22	\$2,000.00	1%	\$20.00	\$800.00	\$3,100.00		\$5,660.00
02/28/22	\$1,600.00	1%	\$16.00	\$736.00	\$2,576.00		03/01/22	\$2,000.00	1%	\$20.00	\$820.00	\$3,120.00		\$5,696.00
03/30/22	\$1,600.00	1%	\$16.00	\$752.00	\$2,592.00		04/01/22	\$2,000.00	1%	\$20.00	\$840.00	\$3,140.00		\$5,732.00
04/30/22	\$1,600.00	1%	\$16.00	\$768.00	\$2,608.00		05/01/22	\$2,000.00	1%	\$20.00	\$860.00	\$3,160.00		\$5,768.00
05/30/22	\$1,600.00	1%	\$16.00	\$784.00	\$2,624.00		06/01/22	\$2,000.00	1%	\$20.00	\$880.00	\$3,180.00		\$5,804.00
06/30/22	\$1,600.00	1%	\$16.00	\$800.00	\$2,640.00		07/01/22	\$2,000.00	1%	\$20.00	\$900.00	\$3,200.00		\$5,840.00
07/30/22	\$1,600.00	1%	\$16.00	\$816.00	\$2,656.00		08/01/22	\$2,000.00	1%	\$20.00	\$920.00	\$3,220.00		\$5,876.00
08/30/22	\$1,600.00	1%	\$16.00	\$832.00	\$2,672.00		09/01/22	\$2,000.00	1%	\$20.00	\$940.00	\$3,240.00		\$5,912.00
09/30/22	\$1,600.00	1%	\$16.00	\$848.00	\$2,688.00		10/01/22	\$2,000.00	1%	\$20.00	\$960.00	\$3,260.00		\$5,948.00
10/30/22	\$1,600.00	1%	\$16.00	\$864.00	\$2,704.00		11/01/22	\$2,000.00	1%	\$20.00	\$980.00	\$3,280.00		\$5,984.00
11/30/22	\$1,600.00	1%	\$16.00	\$880.00	\$2,720.00		12/01/22	\$2,000.00	1%	\$20.00	\$1,000.00	\$3,300.00		\$6,020.00

12/30/22	\$1,600.00	1%	\$16.00	\$896.00	\$2,736.00		01/01/23	\$2,000.00	1%	\$20.00	\$1,020.00	\$3,320.00		\$6,056.00
01/30/23	\$1,600.00	1%	\$16.00	\$912.00	\$2,752.00		02/01/23	\$2,000.00	1%	\$20.00	\$1,040.00	\$3,340.00		\$6,092.00
02/28/23	\$1,600.00	1%	\$16.00	\$928.00	\$2,768.00		03/01/23	\$2,000.00	1%	\$20.00	\$1,060.00	\$3,360.00		\$6,128.00
03/30/23	\$1,600.00	1%	\$16.00	\$944.00	\$2,784.00		04/01/23	\$2,000.00	1%	\$20.00	\$1,080.00	\$3,380.00		\$6,164.00

\$3,000 2019 1st Pmt Due 7/1/19	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	\$3,000 2019 2nd Pmt Due 10/1/19	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	TOTAL Assessmen t+Penalty +Late Chrg.
07/01/19					\$3,000.00		ACCELERATE							\$3,000.00
08/01/19	\$3,000.00	1%	\$30.00	\$30.00	\$3,480.00	\$450.00	08/01/19	\$3,000.00				\$3,000.00		\$6,480.00
09/01/19	\$3,000.00	1%	\$30.00	\$60.00	\$3,510.00		09/01/19	\$3,000.00	1%	\$30.00	\$30.00	\$3,480.00	\$450.00	\$6,990.00
10/01/19	\$3,000.00	1%	\$30.00	\$90.00	\$3,540.00		10/01/19	\$3,000.00	1%	\$30.00	\$60.00	\$3,510.00		\$7,050.00
11/01/19	\$3,000.00	1%	\$30.00	\$120.00	\$3,570.00		11/01/19	\$3,000.00	1%	\$30.00	\$90.00	\$3,540.00		\$7,110.00
12/01/19	\$3,000.00	1%	\$30.00	\$150.00	\$3,600.00		12/01/19	\$3,000.00	1%	\$30.00	\$120.00	\$3,570.00		\$7,170.00
01/01/20	\$3,000.00	1%	\$30.00	\$180.00	\$3,630.00		01/01/20	\$3,000.00	1%	\$30.00	\$150.00	\$3,600.00		\$7,230.00
02/01/20	\$3,000.00	1%	\$30.00	\$210.00	\$3,660.00		02/01/20	\$3,000.00	1%	\$30.00	\$180.00	\$3,630.00		\$7,290.00
03/01/20	\$3,000.00	1%	\$30.00	\$240.00	\$3,690.00		03/01/20	\$3,000.00	1%	\$30.00	\$210.00	\$3,660.00		\$7,350.00
04/01/20	\$3,000.00	1%	\$30.00	\$270.00	\$3,720.00		04/01/20	\$3,000.00	1%	\$30.00	\$240.00	\$3,690.00		\$7,410.00
05/01/20	\$3,000.00	1%	\$30.00	\$300.00	\$3,750.00		05/01/20	\$3,000.00	1%	\$30.00	\$270.00	\$3,720.00		\$7,470.00
06/01/20	\$3,000.00	1%	\$30.00	\$330.00	\$3,780.00		06/01/20	\$3,000.00	1%	\$30.00	\$300.00	\$3,750.00		\$7,530.00
07/01/20	\$3,000.00	1%	\$30.00	\$360.00	\$3,810.00		07/01/20	\$3,000.00	1%	\$30.00	\$330.00	\$3,780.00		\$7,590.00
08/01/20	\$3,000.00	1%	\$30.00	\$390.00	\$3,840.00		08/01/20	\$3,000.00	1%	\$30.00	\$360.00	\$3,810.00		\$7,650.00
09/01/20	\$3,000.00	1%	\$30.00	\$420.00	\$3,870.00		09/01/20	\$3,000.00	1%	\$30.00	\$390.00	\$3,840.00		\$7,710.00
10/01/20	\$3,000.00	1%	\$30.00	\$450.00	\$3,900.00		10/01/20	\$3,000.00	1%	\$30.00	\$420.00	\$3,870.00		\$7,770.00
11/01/20	\$3,000.00	1%	\$30.00	\$480.00	\$3,930.00		11/01/20	\$3,000.00	1%	\$30.00	\$450.00	\$3,900.00		\$7,830.00
12/01/20	\$3,000.00	1%	\$30.00	\$510.00	\$3,960.00		12/01/20	\$3,000.00	1%	\$30.00	\$480.00	\$3,930.00		\$7,890.00
01/01/21	\$3,000.00	1%	\$30.00	\$540.00	\$3,990.00		01/01/21	\$3,000.00	1%	\$30.00	\$510.00	\$3,960.00		\$7,950.00
02/01/21	\$3,000.00	1%	\$30.00	\$570.00	\$4,020.00		02/01/21	\$3,000.00	1%	\$30.00	\$540.00	\$3,990.00		\$8,010.00
03/01/21	\$3,000.00	1%	\$30.00	\$600.00	\$4,050.00		03/01/21	\$3,000.00	1%	\$30.00	\$570.00	\$4,020.00		\$8,070.00
04/01/21	\$3,000.00	1%	\$30.00	\$630.00	\$4,080.00		04/01/21	\$3,000.00	1%	\$30.00	\$600.00	\$4,050.00		\$8,130.00
05/01/21	\$3,000.00	1%	\$30.00	\$660.00	\$4,110.00		05/01/21	\$3,000.00	1%	\$30.00	\$630.00	\$4,080.00		\$8,190.00
06/01/21	\$3,000.00	1%	\$30.00	\$690.00	\$4,140.00		06/01/21	\$3,000.00	1%	\$30.00	\$660.00	\$4,110.00		\$8,250.00
07/01/21	\$3,000.00	1%	\$30.00	\$720.00	\$4,170.00		07/01/21	\$3,000.00	1%	\$30.00	\$690.00	\$4,140.00		\$8,310.00
08/01/21	\$3,000.00	1%	\$30.00	\$750.00	\$4,200.00		08/01/21	\$3,000.00	1%	\$30.00	\$720.00	\$4,170.00		\$8,370.00
09/01/21	\$3,000.00	1%	\$30.00	\$780.00	\$4,230.00		09/01/21	\$3,000.00	1%	\$30.00	\$750.00	\$4,200.00		\$8,430.00
10/01/21	\$3,000.00	1%	\$30.00	\$810.00	\$4,260.00		10/01/21	\$3,000.00	1%	\$30.00	\$780.00	\$4,230.00		\$8,490.00
11/01/21	\$3,000.00	1%	\$30.00	\$840.00	\$4,290.00		11/01/21	\$3,000.00	1%	\$30.00	\$810.00	\$4,260.00		\$8,550.00
12/01/21	\$3,000.00	1%	\$30.00	\$870.00	\$4,320.00		12/01/21	\$3,000.00	1%	\$30.00	\$840.00	\$4,290.00		\$8,610.00
01/01/22	\$3,000.00	1%	\$30.00	\$900.00	\$4,350.00		01/01/22	\$3,000.00	1%	\$30.00	\$870.00	\$4,320.00		\$8,670.00

02/01/22	\$3,000.00	1%	\$30.00	\$930.00	\$4,380.00			02/01/22	\$3,000.00	1%	\$30.00	\$900.00	\$4,350.00		\$8,730.00
03/01/22	\$3,000.00	1%	\$30.00	\$960.00	\$4,410.00			03/01/22	\$3,000.00	1%	\$30.00	\$930.00	\$4,380.00		\$8,790.00
04/01/22	\$3,000.00	1%	\$30.00	\$990.00	\$4,440.00			04/01/22	\$3,000.00	1%	\$30.00	\$960.00	\$4,410.00		\$8,850.00
05/01/22	\$3,000.00	1%	\$30.00	\$1,020.00	\$4,470.00			05/01/22	\$3,000.00	1%	\$30.00	\$990.00	\$4,440.00		\$8,910.00
06/01/22	\$3,000.00	1%	\$30.00	\$1,050.00	\$4,500.00			06/01/22	\$3,000.00	1%	\$30.00	\$1,020.00	\$4,470.00		\$8,970.00
07/01/22	\$3,000.00	1%	\$30.00	\$1,080.00	\$4,530.00			07/01/22	\$3,000.00	1%	\$30.00	\$1,050.00	\$4,500.00		\$9,030.00
08/01/22	\$3,000.00	1%	\$30.00	\$1,110.00	\$4,560.00			08/01/22	\$3,000.00	1%	\$30.00	\$1,080.00	\$4,530.00		\$9,090.00
09/01/22	\$3,000.00	1%	\$30.00	\$1,140.00	\$4,590.00			09/01/22	\$3,000.00	1%	\$30.00	\$1,110.00	\$4,560.00		\$9,150.00
10/01/22	\$3,000.00	1%	\$30.00	\$1,170.00	\$4,620.00			10/01/22	\$3,000.00	1%	\$30.00	\$1,140.00	\$4,590.00		\$9,210.00
11/01/22	\$3,000.00	1%	\$30.00	\$1,200.00	\$4,650.00			11/01/22	\$3,000.00	1%	\$30.00	\$1,170.00	\$4,620.00		\$9,270.00
12/01/22	\$3,000.00	1%	\$30.00	\$1,230.00	\$4,680.00			12/01/22	\$3,000.00	1%	\$30.00	\$1,200.00	\$4,650.00		\$9,330.00

\$2,500 2020 1st Pmt Due 1/1/20	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge		\$2,500 2020 2nd Pmt Due 7/1/20	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	TOTAL Assessme nt +Penalty +Late	15% Late Charge
01/01/20					\$2,500.00			ACCELERATE							
01/31/20	\$2,500.00	1%	\$25.00	\$25.00	\$2,900.00	\$375.00		01/31/20	\$2,500.00	0%	\$0.00	\$0.00	\$2,500.00	\$5,400.00	
03/01/20	\$2,500.00	1%	\$25.00	\$50.00	\$2,925.00			03/01/20	\$2,500.00	1%	\$25.00	\$25.00	\$2,900.00	\$5,825.00	\$375.00
04/01/20	\$2,500.00	1%	\$25.00	\$75.00	\$2,950.00			04/01/20	\$2,500.00	1%	\$25.00	\$50.00	\$2,925.00	\$5,875.00	
05/01/20	\$2,500.00	1%	\$25.00	\$100.00	\$2,975.00			05/01/20	\$2,500.00	1%	\$25.00	\$75.00	\$2,950.00	\$5,925.00	
06/01/20	\$2,500.00	1%	\$25.00	\$125.00	\$3,000.00			06/01/20	\$2,500.00	1%	\$25.00	\$100.00	\$2,975.00	\$5,975.00	
07/01/20	\$2,500.00	1%	\$25.00	\$150.00	\$3,025.00			07/01/20	\$2,500.00	1%	\$25.00	\$125.00	\$3,000.00	\$6,025.00	Due Date
08/01/20	\$2,500.00	1%	\$25.00	\$175.00	\$3,050.00			08/01/20	\$2,500.00	1%	\$25.00	\$150.00	\$3,025.00	\$6,075.00	
09/01/20	\$2,500.00	1%	\$25.00	\$200.00	\$3,075.00			09/01/20	\$2,500.00	1%	\$25.00	\$175.00	\$3,050.00	\$6,125.00	
10/01/20	\$2,500.00	1%	\$25.00	\$225.00	\$3,100.00			10/01/20	\$2,500.00	1%	\$25.00	\$200.00	\$3,075.00	\$6,175.00	
11/01/20	\$2,500.00	1%	\$25.00	\$250.00	\$3,125.00			11/01/20	\$2,500.00	1%	\$25.00	\$225.00	\$3,100.00	\$6,225.00	
12/01/20	\$2,500.00	1%	\$25.00	\$275.00	\$3,150.00			12/01/20	\$2,500.00	1%	\$25.00	\$250.00	\$3,125.00	\$6,275.00	
01/01/21	\$2,500.00	1%	\$25.00	\$300.00	\$3,175.00			01/01/21	\$2,500.00	1%	\$25.00	\$275.00	\$3,150.00	\$6,325.00	
02/01/21	\$2,500.00	1%	\$25.00	\$325.00	\$3,200.00			02/01/21	\$2,500.00	1%	\$25.00	\$300.00	\$3,175.00	\$6,375.00	
03/01/21	\$2,500.00	1%	\$25.00	\$350.00	\$3,225.00			03/01/21	\$2,500.00	1%	\$25.00	\$325.00	\$3,200.00	\$6,425.00	
04/01/21	\$2,500.00	1%	\$25.00	\$375.00	\$3,250.00			04/01/21	\$2,500.00	1%	\$25.00	\$350.00	\$3,225.00	\$6,475.00	
05/01/21	\$2,500.00	1%	\$25.00	\$400.00	\$3,275.00			05/01/21	\$2,500.00	1%	\$25.00	\$375.00	\$3,250.00	\$6,525.00	
06/01/21	\$2,500.00	1%	\$25.00	\$425.00	\$3,300.00			06/01/21	\$2,500.00	1%	\$25.00	\$400.00	\$3,275.00	\$6,575.00	
07/01/21	\$2,500.00	1%	\$25.00	\$450.00	\$3,325.00			07/01/21	\$2,500.00	1%	\$25.00	\$425.00	\$3,300.00	\$6,625.00	
08/01/21	\$2,500.00	1%	\$25.00	\$475.00	\$3,350.00			08/01/21	\$2,500.00	1%	\$25.00	\$450.00	\$3,325.00	\$6,675.00	
09/01/21	\$2,500.00	1%	\$25.00	\$500.00	\$3,375.00			09/01/21	\$2,500.00	1%	\$25.00	\$475.00	\$3,350.00	\$6,725.00	
10/01/21	\$2,500.00	1%	\$25.00	\$525.00	\$3,400.00			10/01/21	\$2,500.00	1%	\$25.00	\$500.00	\$3,375.00	\$6,775.00	
11/01/21	\$2,500.00	1%	\$25.00	\$550.00	\$3,425.00			11/01/21	\$2,500.00	1%	\$25.00	\$525.00	\$3,400.00	\$6,825.00	
12/01/21	\$2,500.00	1%	\$25.00	\$575.00	\$3,450.00			12/01/21	\$2,500.00	1%	\$25.00	\$550.00	\$3,425.00	\$6,875.00	
01/01/22	\$2,500.00	1%	\$25.00	\$600.00	\$3,475.00			01/01/22	\$2,500.00	1%	\$25.00	\$575.00	\$3,450.00	\$6,925.00	
02/01/22	\$2,500.00	1%	\$25.00	\$625.00	\$3,500.00			02/01/22	\$2,500.00	1%	\$25.00	\$600.00	\$3,475.00	\$6,975.00	
03/01/22	\$2,500.00	1%	\$25.00	\$650.00	\$3,525.00			03/01/22	\$2,500.00	1%	\$25.00	\$625.00	\$3,500.00	\$7,025.00	
04/01/22	\$2,500.00	1%	\$25.00	\$675.00	\$3,550.00			04/01/22	\$2,500.00	1%	\$25.00	\$650.00	\$3,525.00	\$7,075.00	
05/01/22	\$2,500.00	1%	\$25.00	\$700.00	\$3,575.00			05/01/22	\$2,500.00	1%	\$25.00	\$675.00	\$3,550.00	\$7,125.00	
06/01/22	\$2,500.00	1%	\$25.00	\$725.00	\$3,600.00			06/01/22	\$2,500.00	1%	\$25.00	\$700.00	\$3,575.00	\$7,175.00	
07/01/22	\$2,500.00	1%	\$25.00	\$750.00	\$3,625.00			07/01/22	\$2,500.00	1%	\$25.00	\$725.00	\$3,600.00	\$7,225.00	
08/01/22	\$2,500.00	1%	\$25.00	\$775.00	\$3,650.00			08/01/22	\$2,500.00	1%	\$25.00	\$750.00	\$3,625.00	\$7,275.00	
09/01/22	\$2,500.00	1%	\$25.00	\$800.00	\$3,675.00			09/01/22	\$2,500.00	1%	\$25.00	\$775.00	\$3,650.00	\$7,325.00	
10/01/22	\$2,500.00	1%	\$25.00	\$825.00	\$3,700.00			10/01/22	\$2,500.00	1%	\$25.00	\$800.00	\$3,675.00	\$7,375.00	

11/01/22	\$2,500.00	1%	\$25.00	\$850.00	\$3,725.00			11/01/22	\$2,500.00	1%	\$25.00	\$825.00	\$3,700.00	\$7,425.00
12/01/22	\$2,500.00	1%	\$25.00	\$875.00	\$3,750.00			12/01/22	\$2,500.00	1%	\$25.00	\$850.00	\$3,725.00	\$7,475.00

\$950 2021 1st Annual Pmt Due 1/1/21	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	\$950 2021 2nd Annual Pmt Due 7/1/21	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	TOTAL Annual Assessmen t+Interest +Late Chrg.	\$2000 2021 Special Assessment Due Date 10/31/21	Principal	Int Rate	Monthly Int	Total Int	Ending Late AMT	15% Late Charge	TOTAL Annual+Spec Assessment +Interest +La Chrg	
01/01/21					\$950.00		ACCELERATE					\$950.00		\$1,900.00									
01/31/21	\$950.00	1%	\$9.50	\$9.50	\$1,102.00	\$142.50	01/31/21	\$950.00	0%	\$0.00	\$0.00	\$950.00		\$2,052.00									
02/28/21	\$950.00	1%	\$9.50	\$19.00	\$1,111.50		03/01/20	\$950.00	1%	\$9.50	\$9.50	\$1,102.00	\$142.50	\$2,213.50									
03/31/21	\$950.00	1%	\$9.50	\$28.50	\$1,121.00		04/01/20	\$950.00	1%	\$9.50	\$19.00	\$1,111.50		\$2,232.50									
04/30/21	\$950.00	1%	\$9.50	\$38.00	\$1,130.50		05/01/20	\$950.00	1%	\$9.50	\$28.50	\$1,121.00		\$2,251.50									
05/31/21	\$950.00	1%	\$9.50	\$47.50	\$1,140.00		06/01/20	\$950.00	1%	\$9.50	\$38.00	\$1,130.50		\$2,270.50									
06/30/21	\$950.00	1%	\$9.50	\$57.00	\$1,149.50		07/01/21	\$950.00	1%	\$9.50	\$47.50	\$1,140.00		\$2,289.50									
07/31/21	\$950.00	1%	\$9.50	\$66.50	\$1,159.00		08/01/21	\$950.00	1%	\$9.50	\$57.00	\$1,149.50		\$2,308.50									
08/31/21	\$950.00	1%	\$9.50	\$76.00	\$1,168.50		09/01/21	\$950.00	1%	\$9.50	\$66.50	\$1,159.00		\$2,327.50									
09/30/21	\$950.00	1%	\$9.50	\$85.50	\$1,178.00		10/01/21	\$950.00	1%	\$9.50	\$76.00	\$1,168.50		\$2,346.50									
10/31/21	\$950.00	1%	\$9.50	\$95.00	\$1,187.50		11/01/21	\$950.00	1%	\$9.50	\$85.50	\$1,178.00		\$2,365.50	10/30/21	\$2,000.00	0%	\$0.00	\$0.00	\$2,000.00			\$4,365.50
11/30/21	\$950.00	1%	\$9.50	\$104.50	\$1,197.00		12/01/21	\$950.00	1%	\$9.50	\$95.00	\$1,187.50		\$2,384.50	11/30/21	\$2,000.00	1%	\$20.00	\$20.00	\$2,320.00	\$300.00		\$4,704.50
12/31/21	\$950.00	1%	\$9.50	\$114.00	\$1,206.50		01/01/22	\$950.00	1%	\$9.50	\$104.50	\$1,197.00		\$2,403.50	12/31/21	\$2,000.00	1%	\$20.00	\$40.00	\$2,340.00			\$4,743.50
01/31/22	\$950.00	1%	\$9.50	\$123.50	\$1,216.00		02/01/22	\$950.00	1%	\$9.50	\$114.00	\$1,206.50		\$2,422.50	01/31/22	\$2,000.00	1%	\$20.00	\$60.00	\$2,360.00			\$4,782.50
02/28/22	\$950.00	1%	\$9.50	\$133.00	\$1,225.50		03/01/22	\$950.00	1%	\$9.50	\$123.50	\$1,216.00		\$2,441.50	02/28/22	\$2,000.00	1%	\$20.00	\$80.00	\$2,380.00			\$4,821.50
03/31/22	\$950.00	1%	\$9.50	\$142.50	\$1,235.00		04/01/22	\$950.00	1%	\$9.50	\$133.00	\$1,225.50		\$2,460.50	03/31/22	\$2,000.00	1%	\$20.00	\$100.00	\$2,400.00			\$4,860.50
04/30/22	\$950.00	1%	\$9.50	\$152.00	\$1,244.50		05/01/22	\$950.00	1%	\$9.50	\$142.50	\$1,235.00		\$2,479.50	04/30/22	\$2,000.00	1%	\$20.00	\$120.00	\$2,420.00			\$4,899.50
05/31/22	\$950.00	1%	\$9.50	\$161.50	\$1,254.00		06/01/22	\$950.00	1%	\$9.50	\$152.00	\$1,244.50		\$2,498.50	05/31/22	\$2,000.00	1%	\$20.00	\$140.00	\$2,440.00			\$4,938.50
06/30/22	\$950.00	1%	\$9.50	\$171.00	\$1,263.50		07/01/22	\$950.00	1%	\$9.50	\$161.50	\$1,254.00		\$2,517.50	06/30/22	\$2,000.00	1%	\$20.00	\$160.00	\$2,460.00			\$4,977.50
07/31/22	\$950.00	1%	\$9.50	\$180.50	\$1,273.00		08/01/22	\$950.00	1%	\$9.50	\$171.00	\$1,263.50		\$2,536.50	07/31/22	\$2,000.00	1%	\$20.00	\$180.00	\$2,480.00			\$5,016.50
08/31/22	\$950.00	1%	\$9.50	\$190.00	\$1,282.50		09/01/22	\$950.00	1%	\$9.50	\$180.50	\$1,273.00		\$2,555.50	08/31/22	\$2,000.00	1%	\$20.00	\$200.00	\$2,500.00			\$5,055.50
09/30/22	\$950.00	1%	\$9.50	\$199.50	\$1,292.00		10/01/22	\$950.00	1%	\$9.50	\$190.00	\$1,282.50		\$2,574.50	09/30/22	\$2,000.00	1%	\$20.00	\$220.00	\$2,520.00			\$5,094.50
10/31/22	\$950.00	1%	\$9.50	\$209.00	\$1,301.50		11/01/22	\$950.00	1%	\$9.50	\$199.50	\$1,292.00		\$2,593.50	10/31/22	\$2,000.00	1%	\$20.00	\$240.00	\$2,540.00			\$5,133.50
11/30/22	\$950.00	1%	\$9.50	\$218.50	\$1,311.00		12/01/22	\$950.00	1%	\$9.50	\$209.00	\$1,301.50		\$2,612.50	11/30/22	\$2,000.00	1%	\$20.00	\$260.00	\$2,560.00			\$5,172.50
12/31/22	\$950.00	1%	\$9.50	\$228.00	\$1,320.50		01/01/23	\$950.00	1%	\$9.50	\$218.50	\$1,311.00		\$2,631.50	12/31/22	\$2,000.00	1%	\$20.00	\$280.00	\$2,580.00			\$5,211.50
01/31/23	\$950.00	1%	\$9.50	\$237.50	\$1,330.00		02/01/23	\$950.00	1%	\$9.50	\$228.00	\$1,320.50		\$2,650.50	01/31/23	\$2,000.00	1%	\$20.00	\$300.00	\$2,600.00			\$5,250.50

\$950 2022 1st Annual Pmt Due Date 4/30/22	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	\$950 2022 1st Installment Due Date 8/31/22	Principal	Int Rate	Monthly Interest	Total Interest	Ending Late AMT	15% Late Charge	TOTAL Assessment +Interest +Late Chrg
04/30/22					\$950.00		ACCELERATE							
05/31/22	\$950.00	1%	\$9.50	\$9.50	\$1,102.00	\$142.50	05/31/22					\$950.00		\$2,052.00
06/30/22	\$950.00	1%	\$9.50	\$19.00	\$1,111.50		06/30/22	\$950.00	1%	\$9.50	\$9.50	\$1,102.00	\$142.50	\$2,213.50
07/31/22	\$950.00	1%	\$9.50	\$28.50	\$1,121.00		07/31/22	\$950.00	1%	\$9.50	\$19.00	\$1,111.50		\$2,232.50
08/31/22	\$950.00	1%	\$9.50	\$38.00	\$1,130.50		08/31/22	\$950.00	1%	\$9.50	\$28.50	\$1,121.00		\$2,251.50
09/30/22	\$950.00	1%	\$9.50	\$47.50	\$1,140.00		09/30/22	\$950.00	1%	\$9.50	\$38.00	\$1,130.50		\$2,270.50
10/31/22	\$950.00	1%	\$9.50	\$57.00	\$1,149.50		10/31/22	\$950.00	1%	\$9.50	\$47.50	\$1,140.00		\$2,289.50
11/30/22	\$950.00	1%	\$9.50	\$66.50	\$1,159.00		11/30/22	\$950.00	1%	\$9.50	\$57.00	\$1,149.50		\$2,308.50
12/31/22	\$950.00	1%	\$9.50	\$76.00	\$1,168.50		12/31/22	\$950.00	1%	\$9.50	\$66.50	\$1,159.00		\$2,327.50
01/31/23	\$950.00	1%	\$9.50	\$85.50	\$1,178.00		01/31/23	\$950.00	1%	\$9.50	\$76.00	\$1,168.50		\$2,346.50
02/28/23	\$950.00	1%	\$9.50	\$95.00	\$1,187.50		02/28/23	\$950.00	1%	\$9.50	\$85.50	\$1,178.00		\$2,365.50
03/31/23	\$950.00	1%	\$9.50	\$104.50	\$1,197.00		03/31/23	\$950.00	1%	\$9.50	\$95.00	\$1,187.50		\$2,384.50
04/30/23	\$950.00	1%	\$9.50	\$114.00	\$1,206.50		04/30/23	\$950.00	1%	\$9.50	\$104.50	\$1,197.00		\$2,403.50
05/31/23	\$950.00	1%	\$9.50	\$123.50	\$1,216.00		05/31/23	\$950.00	1%	\$9.50	\$114.00	\$1,206.50		\$2,422.50
06/30/23	\$950.00	1%	\$9.50	\$133.00	\$1,225.50		06/30/23	\$950.00	1%	\$9.50	\$123.50	\$1,216.00		\$2,441.50
07/31/23	\$950.00	1%	\$9.50	\$142.50	\$1,235.00		07/31/23	\$950.00	1%	\$9.50	\$133.00	\$1,225.50		\$2,460.50
08/31/23	\$950.00	1%	\$9.50	\$152.00	\$1,244.50		08/31/23	\$950.00	1%	\$9.50	\$142.50	\$1,235.00		\$2,479.50
09/30/23	\$950.00	1%	\$9.50	\$161.50	\$1,254.00		09/30/23	\$950.00	1%	\$9.50	\$152.00	\$1,244.50		\$2,498.50
10/31/23	\$950.00	1%	\$9.50	\$171.00	\$1,263.50		10/31/23	\$950.00	1%	\$9.50	\$161.50	\$1,254.00		\$2,517.50
11/30/23	\$950.00	1%	\$9.50	\$180.50	\$1,273.00		11/30/23	\$950.00	1%	\$9.50	\$171.00	\$1,263.50		\$2,536.50
12/31/23	\$950.00	1%	\$9.50	\$190.00	\$1,282.50		12/31/23	\$950.00	1%	\$9.50	\$180.50	\$1,273.00		\$2,555.50
01/31/24	\$950.00	1%	\$9.50	\$199.50	\$1,292.00		01/31/24	\$950.00	1%	\$9.50	\$190.00	\$1,282.50		\$2,574.50
02/29/24	\$950.00	1%	\$9.50	\$209.00	\$1,301.50		02/29/24	\$950.00	1%	\$9.50	\$199.50	\$1,292.00		\$2,593.50
03/31/24	\$950.00	1%	\$9.50	\$218.50	\$1,311.00		03/31/24	\$950.00	1%	\$9.50	\$209.00	\$1,301.50		\$2,612.50
04/30/24	\$950.00	1%	\$9.50	\$228.00	\$1,320.50		04/30/24	\$950.00	1%	\$9.50	\$218.50	\$1,311.00		\$2,631.50
05/31/24	\$950.00	1%	\$9.50	\$237.50	\$1,330.00									

Due Date 4/1/16	Principal	Int Rate	Monthly Interest	Total Interest	15% Late Charge	TOTAL LOT 30	TOTAL LOT 34
03/17/16							
04/01/16						\$600.00	\$600.00
05/01/16	\$600.00	1%	\$6.00	\$6.00	\$100.00	\$706.00	\$706.00
06/01/16	\$600.00	1%	\$6.00	\$12.00		\$712.00	\$712.00
07/01/16	\$600.00	1%	\$6.00	\$18.00		\$718.00	\$718.00
08/01/16	\$600.00	1%	\$6.00	\$24.00		\$724.00	\$724.00
09/01/16	\$600.00	1%	\$6.00	\$30.00		\$730.00	\$730.00
10/01/16	\$600.00	1%	\$6.00	\$36.00		\$736.00	\$736.00
11/01/16	\$600.00	1%	\$6.00	\$42.00		\$742.00	\$742.00
12/01/16	\$600.00	1%	\$6.00	\$48.00		\$748.00	\$748.00
01/01/17	\$600.00	1%	\$6.00	\$54.00		\$754.00	\$754.00
02/01/17	\$600.00	1%	\$6.00	\$60.00		\$760.00	\$760.00
03/01/17	\$600.00	1%	\$6.00	\$66.00		\$766.00	\$766.00
04/01/17	\$600.00	1%	\$6.00	\$72.00		\$772.00	\$772.00
05/01/17	\$600.00	1%	\$6.00	\$78.00		\$778.00	\$778.00
06/01/17	\$600.00	1%	\$6.00	\$84.00		\$784.00	\$784.00
07/01/17	\$600.00	1%	\$6.00	\$90.00		\$790.00	\$790.00
08/01/17	\$600.00	1%	\$6.00	\$96.00		\$796.00	\$796.00
09/01/17	\$600.00	1%	\$6.00	\$102.00		\$802.00	\$802.00
10/01/17	\$600.00	1%	\$6.00	\$108.00		\$808.00	\$808.00
11/01/17	\$600.00	1%	\$6.00	\$114.00		\$814.00	\$814.00
12/01/17	\$600.00	1%	\$6.00	\$120.00		\$820.00	\$820.00
01/01/18	\$600.00	1%	\$6.00	\$126.00		\$826.00	\$826.00
02/01/18	\$600.00	1%	\$6.00	\$132.00		\$832.00	\$832.00
03/01/18	\$600.00	1%	\$6.00	\$138.00		\$838.00	\$838.00
04/01/18	\$600.00	1%	\$6.00	\$144.00		\$844.00	\$844.00
05/01/18	\$600.00	1%	\$6.00	\$150.00		\$850.00	\$850.00
06/01/18	\$600.00	1%	\$6.00	\$156.00		\$856.00	\$856.00
07/01/18	\$600.00	1%	\$6.00	\$162.00		\$862.00	\$862.00
08/01/18	\$600.00	1%	\$6.00	\$168.00		\$868.00	\$868.00
09/01/18	\$600.00	1%	\$6.00	\$174.00		\$874.00	\$874.00
10/01/18	\$600.00	1%	\$6.00	\$180.00		\$880.00	\$880.00
11/01/18	\$600.00	1%	\$6.00	\$186.00		\$886.00	\$886.00
12/01/18	\$600.00	1%	\$6.00	\$192.00		\$892.00	\$892.00
01/01/19	\$600.00	1%	\$6.00	\$198.00		\$898.00	\$898.00
02/01/19	\$600.00	1%	\$6.00	\$204.00		\$904.00	\$904.00
03/01/19	\$600.00	1%	\$6.00	\$210.00		\$910.00	\$910.00
04/01/19	\$600.00	1%	\$6.00	\$216.00		\$916.00	\$916.00
05/01/19	\$600.00	1%	\$6.00	\$222.00		\$922.00	\$922.00
06/01/19	\$600.00	1%	\$6.00	\$228.00		\$928.00	\$928.00
07/01/19	\$600.00	1%	\$6.00	\$234.00		\$934.00	\$934.00
08/01/19	\$600.00	1%	\$6.00	\$240.00		\$940.00	\$940.00

09/01/19	\$600.00	1%	\$6.00	\$246.00		\$946.00	\$946.00
10/01/19	\$600.00	1%	\$6.00	\$252.00		\$952.00	\$952.00
11/01/19	\$600.00	1%	\$6.00	\$258.00		\$958.00	\$958.00
12/01/19	\$600.00	1%	\$6.00	\$264.00		\$964.00	\$964.00
01/01/20	\$600.00	1%	\$6.00	\$270.00		\$970.00	\$970.00
02/01/20	\$600.00	1%	\$6.00	\$276.00		\$976.00	\$976.00
03/01/20	\$600.00	1%	\$6.00	\$282.00		\$982.00	\$982.00
04/01/20	\$600.00	1%	\$6.00	\$288.00		\$988.00	\$988.00
05/01/20	\$600.00	1%	\$6.00	\$294.00		\$994.00	\$994.00
06/01/20	\$600.00	1%	\$6.00	\$300.00		\$1,000.00	\$1,000.00
07/01/20	\$600.00	1%	\$6.00	\$306.00		\$1,006.00	\$1,006.00
08/01/20	\$600.00	1%	\$6.00	\$312.00		\$1,012.00	\$1,012.00
09/01/20	\$600.00	1%	\$6.00	\$318.00		\$1,018.00	\$1,018.00
10/01/20	\$600.00	1%	\$6.00	\$324.00		\$1,024.00	\$1,024.00
11/01/20	\$600.00	1%	\$6.00	\$330.00		\$1,030.00	\$1,030.00
12/01/20	\$600.00	1%	\$6.00	\$336.00		\$1,036.00	\$1,036.00
01/01/21	\$600.00	1%	\$6.00	\$342.00		\$1,042.00	\$1,042.00
02/01/21	\$600.00	1%	\$6.00	\$348.00		\$1,048.00	\$1,048.00
03/01/21	\$600.00	1%	\$6.00	\$354.00		\$1,054.00	\$1,054.00
04/01/21	\$600.00	1%	\$6.00	\$360.00		\$1,060.00	\$1,060.00
05/01/21	\$600.00	1%	\$6.00	\$366.00		\$1,066.00	\$1,066.00
06/01/21	\$600.00	1%	\$6.00	\$372.00		\$1,072.00	\$1,072.00
07/01/21	\$600.00	1%	\$6.00	\$378.00		\$1,078.00	\$1,078.00
08/01/21	\$600.00	1%	\$6.00	\$384.00		\$1,084.00	\$1,084.00
09/01/21	\$600.00	1%	\$6.00	\$390.00		\$1,090.00	\$1,090.00
10/01/21	\$600.00	1%	\$6.00	\$396.00		\$1,096.00	\$1,096.00
11/01/21	\$600.00	1%	\$6.00	\$402.00		\$1,102.00	\$1,102.00
12/01/21	\$600.00	1%	\$6.00	\$408.00		\$1,108.00	\$1,108.00
01/01/22	\$600.00	1%	\$6.00	\$414.00		\$1,114.00	\$1,114.00
02/01/22	\$600.00	1%	\$6.00	\$420.00		\$1,120.00	\$1,120.00
03/01/22	\$600.00	1%	\$6.00	\$426.00		\$1,126.00	\$1,126.00
04/01/22	\$600.00	1%	\$6.00	\$432.00		\$1,132.00	\$1,132.00
05/01/22	\$600.00	1%	\$6.00	\$438.00		\$1,138.00	\$1,138.00
06/01/22	\$600.00	1%	\$6.00	\$444.00		\$1,144.00	\$1,144.00
07/01/22	\$600.00	1%	\$6.00	\$450.00		\$1,150.00	\$1,150.00
08/01/22	\$600.00	1%	\$6.00	\$456.00		\$1,156.00	\$1,156.00
09/01/22	\$600.00	1%	\$6.00	\$462.00		\$1,162.00	\$1,162.00
10/01/22	\$600.00	1%	\$6.00	\$468.00		\$1,168.00	\$1,168.00
11/01/22	\$600.00	1%	\$6.00	\$474.00		\$1,174.00	\$1,174.00
12/01/22	\$600.00	1%	\$6.00	\$480.00		\$1,180.00	\$1,180.00
01/01/23	\$600.00	1%	\$6.00	\$486.00		\$1,186.00	\$1,186.00
02/01/23	\$600.00	1%	\$6.00	\$492.00		\$1,192.00	\$1,192.00
03/01/23	\$600.00	1%	\$6.00	\$498.00		\$1,198.00	\$1,198.00
04/01/23	\$600.00	1%	\$6.00	\$504.00		\$1,204.00	\$1,204.00
05/01/23	\$600.00	1%	\$6.00	\$510.00		\$1,210.00	\$1,210.00
06/01/23	\$600.00	1%	\$6.00	\$516.00		\$1,216.00	\$1,216.00

Due Date	Int Rate 12% Per Annum	Principal	Monthly Int	Total Int	Total Assess +Late Fee +Interest	Late Fee
		LOT 31	LOT 35	LOT 32	LOT 36	
03/10/17	Graham	Sale Date				
04/01/17	Due Date				\$1,200.00	
05/01/17	1%	\$1,200.00	\$12.00	\$12.00	\$1,392.00	\$180.00
06/01/17	1%	\$1,200.00	\$12.00	\$24.00	\$1,404.00	
07/01/17	1%	\$1,200.00	\$12.00	\$36.00	\$1,416.00	
08/01/17	1%	\$1,200.00	\$12.00	\$48.00	\$1,428.00	
09/01/17	1%	\$1,200.00	\$12.00	\$60.00	\$1,440.00	
10/01/17	1%	\$1,200.00	\$12.00	\$72.00	\$1,452.00	
11/01/17	1%	\$1,200.00	\$12.00	\$84.00	\$1,464.00	
12/01/17	1%	\$1,200.00	\$12.00	\$96.00	\$1,476.00	
01/01/18	1%	\$1,200.00	\$12.00	\$108.00	\$1,488.00	
02/01/18	1%	\$1,200.00	\$12.00	\$120.00	\$1,500.00	
03/01/18	1%	\$1,200.00	\$12.00	\$132.00	\$1,512.00	
04/01/18	1%	\$1,200.00	\$12.00	\$144.00	\$1,524.00	
05/01/18	1%	\$1,200.00	\$12.00	\$156.00	\$1,536.00	
06/01/18	1%	\$1,200.00	\$12.00	\$168.00	\$1,548.00	
07/01/18	1%	\$1,200.00	\$12.00	\$180.00	\$1,560.00	
08/01/18	1%	\$1,200.00	\$12.00	\$192.00	\$1,572.00	
09/01/18	1%	\$1,200.00	\$12.00	\$204.00	\$1,584.00	
10/01/18	1%	\$1,200.00	\$12.00	\$216.00	\$1,596.00	
11/01/18	1%	\$1,200.00	\$12.00	\$228.00	\$1,608.00	
12/01/18	1%	\$1,200.00	\$12.00	\$240.00	\$1,620.00	
01/01/19	1%	\$1,200.00	\$12.00	\$252.00	\$1,632.00	
02/01/19	1%	\$1,200.00	\$12.00	\$264.00	\$1,644.00	
03/01/19	1%	\$1,200.00	\$12.00	\$276.00	\$1,656.00	
04/01/19	1%	\$1,200.00	\$12.00	\$288.00	\$1,668.00	
05/01/19	1%	\$1,200.00	\$12.00	\$300.00	\$1,680.00	
06/01/19	1%	\$1,200.00	\$12.00	\$312.00	\$1,692.00	
07/01/19	1%	\$1,200.00	\$12.00	\$324.00	\$1,704.00	
08/01/19	1%	\$1,200.00	\$12.00	\$336.00	\$1,716.00	
09/01/19	1%	\$1,200.00	\$12.00	\$348.00	\$1,728.00	
10/01/19	1%	\$1,200.00	\$12.00	\$360.00	\$1,740.00	
11/01/19	1%	\$1,200.00	\$12.00	\$372.00	\$1,752.00	
12/01/19	1%	\$1,200.00	\$12.00	\$384.00	\$1,764.00	

01/01/20	1%	\$1,200.00	\$12.00	\$396.00	\$1,776.00
02/01/20	1%	\$1,200.00	\$12.00	\$408.00	\$1,788.00
03/01/20	1%	\$1,200.00	\$12.00	\$420.00	\$1,800.00
04/01/20	1%	\$1,200.00	\$12.00	\$432.00	\$1,812.00
05/01/20	1%	\$1,200.00	\$12.00	\$444.00	\$1,824.00
06/01/20	1%	\$1,200.00	\$12.00	\$456.00	\$1,836.00
07/01/20	1%	\$1,200.00	\$12.00	\$468.00	\$1,848.00
08/01/20	1%	\$1,200.00	\$12.00	\$480.00	\$1,860.00
09/01/20	1%	\$1,200.00	\$12.00	\$492.00	\$1,872.00
10/01/20	1%	\$1,200.00	\$12.00	\$504.00	\$1,884.00
11/01/20	1%	\$1,200.00	\$12.00	\$516.00	\$1,896.00
12/01/20	1%	\$1,200.00	\$12.00	\$528.00	\$1,908.00
01/01/21	1%	\$1,200.00	\$12.00	\$540.00	\$1,920.00
02/01/21	1%	\$1,200.00	\$12.00	\$552.00	\$1,932.00
03/01/21	1%	\$1,200.00	\$12.00	\$564.00	\$1,944.00
04/01/21	1%	\$1,200.00	\$12.00	\$576.00	\$1,956.00
05/01/21	1%	\$1,200.00	\$12.00	\$588.00	\$1,968.00
06/01/21	1%	\$1,200.00	\$12.00	\$600.00	\$1,980.00
07/01/21	1%	\$1,200.00	\$12.00	\$612.00	\$1,992.00
08/01/21	1%	\$1,200.00	\$12.00	\$624.00	\$2,004.00
09/01/21	1%	\$1,200.00	\$12.00	\$636.00	\$2,016.00
10/01/21	1%	\$1,200.00	\$12.00	\$648.00	\$2,028.00
11/01/21	1%	\$1,200.00	\$12.00	\$660.00	\$2,040.00
12/01/21	1%	\$1,200.00	\$12.00	\$672.00	\$2,052.00
01/01/22	1%	\$1,200.00	\$12.00	\$684.00	\$2,064.00
02/01/22	1%	\$1,200.00	\$12.00	\$696.00	\$2,076.00
03/01/22	1%	\$1,200.00	\$12.00	\$708.00	\$2,088.00
04/01/22	1%	\$1,200.00	\$12.00	\$720.00	\$2,100.00
05/01/22	1%	\$1,200.00	\$12.00	\$732.00	\$2,112.00
06/01/22	1%	\$1,200.00	\$12.00	\$744.00	\$2,124.00
07/01/22	1%	\$1,200.00	\$12.00	\$756.00	\$2,136.00
08/01/22	1%	\$1,200.00	\$12.00	\$768.00	\$2,148.00
09/01/22	1%	\$1,200.00	\$12.00	\$780.00	\$2,160.00
10/01/22	1%	\$1,200.00	\$12.00	\$792.00	\$2,172.00
11/01/22	1%	\$1,200.00	\$12.00	\$804.00	\$2,184.00
12/01/22	1%	\$1,200.00	\$12.00	\$816.00	\$2,196.00

Graham 1st	Int. Rate	Int. Amt	Total Int	Penalty	Balance	Graham 2nd	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 3rd	Int. Rate	Int. Amt.	Total Int	Penalty	Balance
06/01/20					250.00	06/18/20					250.00	07/12/20					250.00
07/01/20	1%	2.50	2.50	100.00	352.50	07/18/20	1%	2.50	2.50	100.00	352.50	08/12/20	1%	2.50	2.50	100.00	352.50
08/01/20	1%	2.50	5.00		355.00	08/18/20	1%	2.50	5.00		355.00	09/12/20	1%	2.50	5.00		355.00
09/01/20	1%	2.50	7.50		357.50	09/18/20	1%	2.50	7.50		357.50	10/12/20	1%	2.50	7.50		357.50
10/01/20	1%	2.50	10.00		360.00	10/18/20	1%	2.50	10.00		360.00	11/12/20	1%	2.50	10.00		360.00
11/01/20	1%	2.50	12.50		362.50	11/18/20	1%	2.50	12.50		362.50	12/12/20	1%	2.50	12.50		362.50
12/01/20	1%	2.50	15.00		365.00	12/18/20	1%	2.50	15.00		365.00	01/12/21	1%	2.50	15.00		365.00
01/01/21	1%	2.50	17.50		367.50	01/18/21	1%	2.50	17.50		367.50	02/12/21	1%	2.50	17.50		367.50
02/01/21	1%	2.50	20.00		370.00	02/18/21	1%	2.50	20.00		370.00	03/12/21	1%	2.50	20.00		370.00
03/01/21	1%	2.50	22.50		372.50	03/18/21	1%	2.50	22.50		372.50	04/12/21	1%	2.50	22.50		372.50
04/01/21	1%	2.50	25.00		375.00	04/18/21	1%	2.50	25.00		375.00	05/12/21	1%	2.50	25.00		375.00
05/01/21	1%	2.50	27.50		377.50	05/18/21	1%	2.50	27.50		377.50	06/12/21	1%	2.50	27.50		377.50
06/01/21	1%	2.50	30.00		380.00	06/18/21	1%	2.50	30.00		380.00	07/12/21	1%	2.50	30.00		380.00
07/01/21	1%	2.50	32.50		382.50	07/18/21	1%	2.50	32.50		382.50	08/12/21	1%	2.50	32.50		382.50
08/01/21	1%	2.50	35.00		385.00	08/18/21	1%	2.50	35.00		385.00	09/12/21	1%	2.50	35.00		385.00
09/01/21	1%	2.50	37.50		387.50	09/18/21	1%	2.50	37.50		387.50	10/12/21	1%	2.50	37.50		387.50
10/01/21	1%	2.50	40.00		390.00	10/18/21	1%	2.50	40.00		390.00	11/12/21	1%	2.50	40.00		390.00
11/01/21	1%	2.50	42.50		392.50	11/18/21	1%	2.50	42.50		392.50	12/12/21	1%	2.50	42.50		392.50
12/01/21	1%	2.50	45.00		395.00	12/18/21	1%	2.50	45.00		395.00	01/12/22	1%	2.50	45.00		395.00
01/01/22	1%	2.50	47.50		397.50	01/18/22	1%	2.50	47.50		397.50	02/12/22	1%	2.50	47.50		397.50
02/01/22	1%	2.50	50.00		400.00	02/18/22	1%	2.50	50.00		400.00	03/12/22	1%	2.50	50.00		400.00
03/01/22	1%	2.50	52.50		402.50	03/18/22	1%	2.50	52.50		402.50	04/12/22	1%	2.50	52.50		402.50
04/01/22	1%	2.50	55.00		405.00	04/18/22	1%	2.50	55.00		405.00	05/12/22	1%	2.50	55.00		405.00
05/01/22	1%	2.50	57.50		407.50	05/18/22	1%	2.50	57.50		407.50	06/12/22	1%	2.50	57.50		407.50
06/01/22	1%	2.50	60.00		410.00	06/18/22	1%	2.50	60.00		410.00	07/12/22	1%	2.50	60.00		410.00
07/01/22	1%	2.50	62.50		412.50	07/18/22	1%	2.50	62.50		412.50	08/12/22	1%	2.50	62.50		412.50
08/01/22	1%	2.50	65.00		415.00	08/18/22	1%	2.50	65.00		415.00	09/12/22	1%	2.50	65.00		415.00
09/01/22	1%	2.50	67.50		417.50	09/19/22	1%	2.50	67.50		417.50	10/12/22	1%	2.50	67.50		417.50

Graham 4th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 5th	Int. Rate	Int. Amt.	Total Int	Balance	Graham 6th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	
08/17/20					250.00	09/01/20				250.00	09/03/20					250.00	
09/17/20	1%	2.50	2.50	100.00	352.50	10/01/20	1%	2.50	2.50	100.00	352.50	10/03/20	1%	2.50	2.50	100.00	352.50
10/17/20	1%	2.50	5.00		355.00	11/01/20	1%	2.50	5.00		355.00	11/03/20	1%	2.50	2.50		355.00
11/17/20	1%	2.50	7.50		357.50	12/01/20	1%	2.50	7.50		357.50	12/03/20	1%	2.50	5.00		357.50
12/17/20	1%	2.50	10.00		360.00	01/01/21	1%	2.50	10.00		360.00	01/03/21	1%	2.50	7.50		360.00
01/17/21	1%	2.50	12.50		362.50	02/01/21	1%	2.50	12.50		362.50	02/03/21	1%	2.50	10.00		362.50
02/17/21	1%	2.50	15.00		365.00	03/01/21	1%	2.50	15.00		365.00	03/03/21	1%	2.50	12.50		365.00
03/17/21	1%	2.50	17.50		367.50	04/01/21	1%	2.50	17.50		367.50	04/03/21	1%	2.50	15.00		367.50
04/17/21	1%	2.50	20.00		370.00	05/01/21	1%	2.50	20.00		370.00	05/03/21	1%	2.50	17.50		370.00
05/17/21	1%	2.50	22.50		372.50	06/01/21	1%	2.50	22.50		372.50	06/03/21	1%	2.50	20.00		372.50
06/17/21	1%	2.50	25.00		375.00	07/01/21	1%	2.50	25.00		375.00	07/03/21	1%	2.50	22.50		375.00
07/17/21	1%	2.50	27.50		377.50	08/01/21	1%	2.50	27.50		377.50	08/03/21	1%	2.50	25.00		377.50
08/17/21	1%	2.50	30.00		380.00	09/01/21	1%	2.50	30.00		380.00	09/03/21	1%	2.50	27.50		380.00
09/17/21	1%	2.50	32.50		382.50	10/01/21	1%	2.50	32.50		382.50	10/03/21	1%	2.50	30.00		382.50
10/17/21	1%	2.50	35.00		385.00	11/01/21	1%	2.50	35.00		385.00	11/03/21	1%	2.50	32.50		385.00
11/17/21	1%	2.50	37.50		387.50	12/01/21	1%	2.50	37.50		387.50	12/03/21	1%	2.50	35.00		387.50
12/17/21	1%	2.50	40.00		390.00	01/01/22	1%	2.50	40.00		390.00	01/03/22	1%	2.50	37.50		390.00
01/17/22	1%	2.50	42.50		392.50	02/01/22	1%	2.50	42.50		392.50	02/03/22	1%	2.50	40.00		392.50
02/17/22	1%	2.50	45.00		395.00	03/01/22	1%	2.50	45.00		395.00	03/03/22	1%	2.50	42.50		395.00
03/17/22	1%	2.50	47.50		397.50	04/01/22	1%	2.50	47.50		397.50	04/03/22	1%	2.50	45.00		397.50
04/17/22	1%	2.50	50.00		400.00	05/01/22	1%	2.50	50.00		400.00	05/03/22	1%	2.50	47.50		400.00
05/17/22	1%	2.50	52.50		402.50	06/01/22	1%	2.50	52.50		402.50	06/03/22	1%	2.50	50.00		402.50
06/17/22	1%	2.50	55.00		405.00	07/01/22	1%	2.50	55.00		405.00	07/03/22	1%	2.50	52.50		405.00
07/17/22	1%	2.50	57.50		407.50	08/01/22	1%	2.50	57.50		407.50	08/03/22	1%	2.50	55.00		407.50
08/17/22	1%	2.50	60.00		410.00	09/01/22	1%	2.50	60.00		410.00	09/03/22	1%	2.50	57.50		410.00
09/17/22	1%	2.50	62.50		412.50	10/01/22	1%	2.50	62.50		412.50	10/03/22	1%	2.50	60.00		412.50
10/17/22	1%	2.50	65.00		415.00	11/01/22	1%	2.50	65.00		415.00	11/03/22	1%	2.50	62.50		415.00
11/17/22	1%	2.50	67.50		417.50	12/01/22	1%	2.50	67.50		417.50	12/03/22	1%	2.50	65.00		417.50

Graham 7th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 8th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 9th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance
09/03/20					250.00	09/20/20					250.00	12/11/20					250.00
10/03/20	1%	2.50	2.50	100.00	352.50	10/20/20	1%	2.50	2.50	100.00	352.50	01/11/21	1%	2.50	2.50	100.00	352.50
11/03/20	1%	2.50	5.00		355.00	11/20/20	1%	2.50	5.00		355.00	02/11/21	1%	2.50	5.00		355.00
12/03/20	1%	2.50	7.50		357.50	12/20/20	1%	2.50	7.50		357.50	03/11/21	1%	2.50	7.50		357.50
01/03/21	1%	2.50	10.00		360.00	01/20/21	1%	2.50	10.00		360.00	04/11/21	1%	2.50	10.00		360.00
02/03/21	1%	2.50	12.50		362.50	02/20/21	1%	2.50	12.50		362.50	05/11/21	1%	2.50	12.50		362.50
03/03/21	1%	2.50	15.00		365.00	03/20/21	1%	2.50	15.00		365.00	06/11/21	1%	2.50	15.00		365.00
04/03/21	1%	2.50	17.50		367.50	04/20/21	1%	2.50	17.50		367.50	07/11/21	1%	2.50	17.50		367.50
05/03/21	1%	2.50	20.00		370.00	05/20/21	1%	2.50	20.00		370.00	08/11/21	1%	2.50	20.00		370.00
06/03/21	1%	2.50	22.50		372.50	06/20/21	1%	2.50	22.50		372.50	09/11/21	1%	2.50	22.50		372.50
07/03/21	1%	2.50	25.00		375.00	07/20/21	1%	2.50	25.00		375.00	10/11/21	1%	2.50	25.00		375.00
08/03/21	1%	2.50	27.50		377.50	08/20/21	1%	2.50	27.50		377.50	11/11/21	1%	2.50	27.50		377.50
09/03/21	1%	2.50	30.00		380.00	09/20/21	1%	2.50	30.00		380.00	12/11/21	1%	2.50	30.00		380.00
10/03/21	1%	2.50	32.50		382.50	10/20/21	1%	2.50	32.50		382.50	01/11/22	1%	2.50	32.50		382.50
11/03/21	1%	2.50	35.00		385.00	11/20/21	1%	2.50	35.00		385.00	02/11/22	1%	2.50	35.00		385.00
12/03/21	1%	2.50	37.50		387.50	12/20/21	1%	2.50	37.50		387.50	03/11/22	1%	2.50	37.50		387.50
01/03/22	1%	2.50	40.00		390.00	01/20/22	1%	2.50	40.00		390.00	04/11/22	1%	2.50	40.00		390.00
02/03/22	1%	2.50	42.50		392.50	02/20/22	1%	2.50	42.50		392.50	05/11/22	1%	2.50	42.50		392.50
03/03/22	1%	2.50	45.00		395.00	03/20/22	1%	2.50	45.00		395.00	06/11/22	1%	2.50	45.00		395.00
04/03/22	1%	2.50	47.50		397.50	04/20/22	1%	2.50	47.50		397.50	07/11/22	1%	2.50	47.50		397.50
05/03/22	1%	2.50	50.00		400.00	05/20/22	1%	2.50	50.00		400.00	08/11/22	1%	2.50	50.00		400.00
06/03/22	1%	2.50	52.50		402.50	06/20/22	1%	2.50	52.50		402.50	09/11/22	1%	2.50	52.50		402.50
07/03/22	1%	2.50	55.00		405.00	07/20/22	1%	2.50	55.00		405.00	10/11/22	1%	2.50	55.00		405.00
08/03/22	1%	2.50	57.50		407.50	08/20/22	1%	2.50	57.50		407.50	11/11/22	1%	2.50	57.50		407.50
09/03/22	1%	2.50	60.00		410.00	09/20/22	1%	2.50	60.00		410.00	12/11/22	1%	2.50	60.00		410.00
10/03/22	1%	2.50	62.50		412.50	10/20/22	1%	2.50	62.50		412.50	01/11/23	1%	2.50	62.50		412.50
11/03/22	1%	2.50	65.00		415.00	11/20/22	1%	2.50	65.00		415.00	02/11/23	1%	2.50	65.00		415.00
12/03/22	1%	2.50	67.50		417.50	12/20/22	1%	2.50	67.50		417.50	03/11/23	1%	2.50	67.50		417.50

Graham 10th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance	Graham 11th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance	Graham 12th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance
12/19/20					250.00	01/11/21					250.00	02/02/21					250.00
01/19/21	1%	2.50	2.50	100.00	352.50	02/11/21	1%	2.50	2.50	100.00	352.50	03/02/21	1%	2.50	2.50	100.00	352.50
02/19/21	1%	2.50	5.00		355.00	03/11/21	1%	2.50	5.00		355.00	04/02/21	1%	2.50	5.00		355.00
03/19/21	1%	2.50	2.50		357.50	04/11/21	1%	2.50	7.50		357.50	05/02/21	1%	2.50	7.50		357.50
04/19/21	1%	2.50	2.50		360.00	05/11/21	1%	2.50	10.00		360.00	06/02/21	1%	2.50	10.00		360.00
05/19/21	1%	2.50	2.50		362.50	06/11/21	1%	2.50	12.50		362.50	07/02/21	1%	2.50	12.50		362.50
06/19/21	1%	2.50	2.50		365.00	07/11/21	1%	2.50	15.00		365.00	08/02/21	1%	2.50	15.00		365.00
07/19/21	1%	2.50	2.50		367.50	08/11/21	1%	2.50	17.50		367.50	09/02/21	1%	2.50	17.50		367.50
08/19/21	1%	2.50	2.50		370.00	09/11/21	1%	2.50	20.00		370.00	10/02/21	1%	2.50	20.00		370.00
09/19/21	1%	2.50	2.50		372.50	10/11/21	1%	2.50	22.50		372.50	11/02/21	1%	2.50	22.50		372.50
10/19/21	1%	2.50	2.50		375.00	11/11/21	1%	2.50	25.00		375.00	12/02/21	1%	2.50	25.00		375.00
11/19/21	1%	2.50	2.50		377.50	12/11/21	1%	2.50	27.50		377.50	01/02/22	1%	2.50	27.50		377.50
12/19/21	1%	2.50	2.50		380.00	01/11/22	1%	2.50	30.00		380.00	02/02/22	1%	2.50	30.00		380.00
01/19/22	1%	2.50	2.50		382.50	02/11/22	1%	2.50	32.50		382.50	03/02/22	1%	2.50	32.50		382.50
02/19/22	1%	2.50	2.50		385.00	03/11/22	1%	2.50	35.00		385.00	04/02/22	1%	2.50	35.00		385.00
03/19/22	1%	2.50	2.50		387.50	04/11/22	1%	2.50	37.50		387.50	05/02/22	1%	2.50	37.50		387.50
04/19/22	1%	2.50	2.50		390.00	05/11/22	1%	2.50	40.00		390.00	06/02/22	1%	2.50	40.00		390.00
05/19/22	1%	2.50	2.50		392.50	06/11/22	1%	2.50	42.50		392.50	07/02/22	1%	2.50	42.50		392.50
06/19/22	1%	2.50	2.50		395.00	07/11/22	1%	2.50	45.00		395.00	08/02/22	1%	2.50	45.00		395.00
07/19/22	1%	2.50	2.50		397.50	08/11/22	1%	2.50	47.50		397.50	09/02/22	1%	2.50	47.50		397.50
08/19/22	1%	2.50	2.50		400.00	09/11/22	1%	2.50	50.00		400.00	10/02/22	1%	2.50	50.00		400.00
09/19/22	1%	2.50	2.50		402.50	10/11/22	1%	2.50	52.50		402.50	11/02/22	1%	2.50	52.50		402.50
10/19/22	1%	2.50	2.50		405.00	11/11/22	1%	2.50	55.00		405.00	12/02/22	1%	2.50	55.00		405.00
11/19/22	1%	2.50	2.50		407.50	12/11/22	1%	2.50	57.50		407.50	01/02/23	1%	2.50	57.50		407.50
12/19/22	1%	2.50	2.50		410.00	01/11/23	1%	2.50	60.00		410.00	02/02/23	1%	2.50	60.00		410.00
01/19/23	1%	2.50	2.50		412.50	02/11/23	1%	2.50	62.50		412.50	03/02/23	1%	2.50	62.50		412.50
02/19/23	1%	2.50	2.50		415.00	03/11/23	1%	2.50	65.00		415.00	04/02/23	1%	2.50	65.00		415.00
03/19/23	1%	2.50	2.50		417.50	04/11/23	1%	2.50	67.50		417.50	05/02/23	1%	2.50	67.50		417.50

Graham 13th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance	Graham 14th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance	Graham 15th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance
02/24/21					250.00	03/22/21					250.00	04/07/21					250.00
03/24/21	1%	2.50	2.50	100.00	352.50	04/22/21	1%	2.50	2.50	100.00	352.50	05/07/21	1%	2.50	2.50	100.00	352.50
04/24/21	1%	2.50	5.00		355.00	05/22/21	1%	2.50	5.00		355.00	06/07/21	1%	2.50	5.00		355.00
05/24/21	1%	2.50	2.50		357.50	06/22/21	1%	2.50	7.50		357.50	07/07/21	1%	2.50	7.50		357.50
06/24/21	1%	2.50	2.50		360.00	07/22/21	1%	2.50	10.00		360.00	08/07/21	1%	2.50	10.00		360.00
07/24/21	1%	2.50	2.50		362.50	08/22/21	1%	2.50	12.50		362.50	09/07/21	1%	2.50	12.50		362.50
08/24/21	1%	2.50	2.50		365.00	09/22/21	1%	2.50	15.00		365.00	10/07/21	1%	2.50	15.00		365.00
09/24/21	1%	2.50	2.50		367.50	10/22/21	1%	2.50	17.50		367.50	11/07/21	1%	2.50	17.50		367.50
10/24/21	1%	2.50	2.50		370.00	11/22/21	1%	2.50	20.00		370.00	12/07/21	1%	2.50	20.00		370.00
11/24/21	1%	2.50	2.50		372.50	12/22/21	1%	2.50	22.50		372.50	01/07/22	1%	2.50	22.50		372.50
12/24/21	1%	2.50	2.50		375.00	01/22/22	1%	2.50	25.00		375.00	02/07/22	1%	2.50	25.00		375.00
01/24/22	1%	2.50	2.50		377.50	02/22/22	1%	2.50	27.50		377.50	03/07/22	1%	2.50	27.50		377.50
02/24/22	1%	2.50	2.50		380.00	03/22/22	1%	2.50	30.00		380.00	04/07/22	1%	2.50	30.00		380.00
03/24/22	1%	2.50	2.50		382.50	04/22/22	1%	2.50	32.50		382.50	05/07/22	1%	2.50	32.50		382.50
04/24/22	1%	2.50	2.50		385.00	05/22/22	1%	2.50	35.00		385.00	06/07/22	1%	2.50	35.00		385.00
05/24/22	1%	2.50	2.50		387.50	06/22/22	1%	2.50	37.50		387.50	07/07/22	1%	2.50	37.50		387.50
06/24/22	1%	2.50	2.50		390.00	07/22/22	1%	2.50	40.00		390.00	08/07/22	1%	2.50	40.00		390.00
07/24/22	1%	2.50	2.50		392.50	08/22/22	1%	2.50	42.50		392.50	09/07/22	1%	2.50	42.50		392.50
08/24/22	1%	2.50	2.50		395.00	09/22/22	1%	2.50	45.00		395.00	10/07/22	1%	2.50	45.00		395.00
09/24/22	1%	2.50	2.50		397.50	10/22/22	1%	2.50	47.50		397.50	11/07/22	1%	2.50	47.50		397.50
10/24/22	1%	2.50	2.50		400.00	11/22/22	1%	2.50	50.00		400.00	12/07/22	1%	2.50	50.00		400.00
11/24/22	1%	2.50	2.50		402.50	12/22/22	1%	2.50	52.50		402.50	01/07/23	1%	2.50	52.50		402.50
12/24/22	1%	2.50	2.50		405.00	01/22/23	1%	2.50	55.00		405.00	02/07/23	1%	2.50	55.00		405.00
01/24/23	1%	2.50	2.50		407.50	02/22/23	1%	2.50	57.50		407.50	03/07/23	1%	2.50	57.50		407.50
02/24/23	1%	2.50	2.50		410.00	03/22/23	1%	2.50	60.00		410.00	04/07/23	1%	2.50	60.00		410.00
03/24/23	1%	2.50	2.50		412.50	04/22/23	1%	2.50	62.50		412.50	05/07/23	1%	2.50	62.50		412.50
04/24/23	1%	2.50	2.50		415.00	05/22/23	1%	2.50	65.00		415.00	06/07/23	1%	2.50	65.00		415.00
05/24/23	1%	2.50	2.50		417.50	06/22/23	1%	2.50	67.50		417.50	07/07/23	1%	2.50	67.50		417.50

Graham 16th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance	Graham 17th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance	Graham 18th	Int. Rate	Int. Amt.	Total Int.	Penalty	Balance
04/29/21					250.00	05/17/21					250.00	06/05/21					250.00
05/29/21	1%	2.50	2.50	100.00	352.50	05/29/21	1%	2.50	2.50	100.00	352.50	07/05/21	1%	2.50	2.50	100.00	352.50
06/29/21	1%	2.50	5.00		355.00	06/29/21	1%	2.50	5.00		355.00	08/05/21	1%	2.50	5.00		355.00
07/29/21	1%	2.50	7.50		357.50	07/29/21	1%	2.50	7.50		357.50	09/05/21	1%	2.50	7.50		357.50
08/29/21	1%	2.50	10.00		360.00	08/29/21	1%	2.50	10.00		360.00	10/05/21	1%	2.50	10.00		360.00
09/29/21	1%	2.50	12.50		362.50	09/29/21	1%	2.50	12.50		362.50	11/05/21	1%	2.50	12.50		362.50
10/29/21	1%	2.50	15.00		365.00	10/29/21	1%	2.50	15.00		365.00	12/05/21	1%	2.50	15.00		365.00
11/29/21	1%	2.50	17.50		367.50	11/29/21	1%	2.50	17.50		367.50	01/05/22	1%	2.50	17.50		367.50
12/29/21	1%	2.50	20.00		370.00	12/29/21	1%	2.50	20.00		370.00	02/05/22	1%	2.50	20.00		370.00
01/29/22	1%	2.50	22.50		372.50	01/29/22	1%	2.50	22.50		372.50	03/05/22	1%	2.50	22.50		372.50
02/28/22	1%	2.50	25.00		375.00	02/28/22	1%	2.50	25.00		375.00	04/05/22	1%	2.50	25.00		375.00
03/29/22	1%	2.50	27.50		377.50	03/29/22	1%	2.50	27.50		377.50	05/05/22	1%	2.50	27.50		377.50
04/29/22	1%	2.50	30.00		380.00	04/29/22	1%	2.50	30.00		380.00	06/05/22	1%	2.50	30.00		380.00
05/29/22	1%	2.50	32.50		382.50	05/29/22	1%	2.50	32.50		382.50	07/05/22	1%	2.50	32.50		382.50
06/29/22	1%	2.50	35.00		385.00	06/29/22	1%	2.50	35.00		385.00	08/05/22	1%	2.50	35.00		385.00
07/29/22	1%	2.50	37.50		387.50	07/29/22	1%	2.50	37.50		387.50	09/05/22	1%	2.50	37.50		387.50
08/29/22	1%	2.50	40.00		390.00	08/29/22	1%	2.50	40.00		390.00	10/05/22	1%	2.50	40.00		390.00
09/29/22	1%	2.50	42.50		392.50	09/29/22	1%	2.50	42.50		392.50	11/05/22	1%	2.50	42.50		392.50
10/29/22	1%	2.50	45.00		395.00	10/29/22	1%	2.50	45.00		395.00	12/05/22	1%	2.50	45.00		395.00
11/29/22	1%	2.50	47.50		397.50	11/29/22	1%	2.50	47.50		397.50	01/05/23	1%	2.50	47.50		397.50
12/29/22	1%	2.50	50.00		400.00	12/29/22	1%	2.50	50.00		400.00	02/05/23	1%	2.50	50.00		400.00
01/29/23	1%	2.50	52.50		402.50	01/29/23	1%	2.50	52.50		402.50	03/05/23	1%	2.50	52.50		402.50
02/28/23	1%	2.50	55.00		405.00	02/28/23	1%	2.50	55.00		405.00	04/05/23	1%	2.50	55.00		405.00
03/29/23	1%	2.50	57.50		407.50	03/29/23	1%	2.50	57.50		407.50	05/05/23	1%	2.50	57.50		407.50
04/29/23	1%	2.50	60.00		410.00	04/29/23	1%	2.50	60.00		410.00	06/05/23	1%	2.50	60.00		410.00
05/29/23	1%	2.50	62.50		412.50	05/29/23	1%	2.50	62.50		412.50	07/05/23	1%	2.50	62.50		412.50
06/29/23	1%	2.50	65.00		415.00	06/29/23	1%	2.50	65.00		415.00	08/05/23	1%	2.50	65.00		415.00
07/29/23	1%	2.50	67.50		417.50	07/29/23	1%	2.50	67.50		417.50	09/05/23	1%	2.50	67.50		417.50

Graham 19th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 20th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 21st	Int. Rate	Int. Amt.	Total Int	Penalty	Balance
06/19/21					250.00	07/15/21					250.00	3/1/22					250.00
07/19/21	1%	2.50	2.50	100.00	352.50	08/15/21	1%	2.50	2.50	100.00	352.50	4/1/22	1%	2.50	2.50	100.00	352.50
08/19/21	1%	2.50	5.00		355.00	09/15/21	1%	2.50	5.00		355.00	5/1/22	1%	2.50	5.00		355.00
09/19/21	1%	2.50	7.50		357.50	10/15/21	1%	2.50	7.50		357.50	6/1/22	1%	2.50	7.50		357.50
10/19/21	1%	2.50	10.00		360.00	11/15/21	1%	2.50	10.00		360.00	7/1/22	1%	2.50	10.00		360.00
11/19/21	1%	2.50	12.50		362.50	12/15/21	1%	2.50	12.50		362.50	8/1/22	1%	2.50	12.50		362.50
12/19/21	1%	2.50	15.00		365.00	01/15/22	1%	2.50	15.00		365.00	9/1/22	1%	2.50	15.00		365.00
01/19/22	1%	2.50	17.50		367.50	02/15/22	1%	2.50	17.50		367.50	10/1/22	1%	2.50	17.50		367.50
02/19/22	1%	2.50	20.00		370.00	03/15/22	1%	2.50	20.00		370.00	11/1/22	1%	2.50	20.00		370.00
03/19/22	1%	2.50	22.50		372.50	04/15/22	1%	2.50	22.50		372.50	12/1/22	1%	2.50	22.50		372.50
04/19/22	1%	2.50	25.00		375.00	05/15/22	1%	2.50	25.00		375.00	1/1/23	1%	2.50	25.00		375.00
05/19/22	1%	2.50	27.50		377.50	06/15/22	1%	2.50	27.50		377.50	2/1/23	1%	2.50	27.50		377.50
06/19/22	1%	2.50	30.00		380.00	07/15/22	1%	2.50	30.00		380.00	3/1/23	1%	2.50	30.00		380.00
07/19/22	1%	2.50	32.50		382.50	08/15/22	1%	2.50	32.50		382.50	4/1/23	1%	2.50	32.50		382.50
08/19/22	1%	2.50	35.00		385.00	09/15/22	1%	2.50	35.00		385.00	5/1/23	1%	2.50	35.00		385.00
09/19/22	1%	2.50	37.50		387.50	10/15/22	1%	2.50	37.50		387.50	6/1/23	1%	2.50	37.50		387.50
10/19/22	1%	2.50	40.00		390.00	11/15/22	1%	2.50	40.00		390.00	7/1/23	1%	2.50	40.00		390.00
11/19/22	1%	2.50	42.50		392.50	12/15/22	1%	2.50	42.50		392.50	8/1/23	1%	2.50	42.50		392.50
12/19/22	1%	2.50	45.00		395.00	01/15/23	1%	2.50	45.00		395.00	9/1/23	1%	2.50	45.00		395.00
01/19/23	1%	2.50	47.50		397.50	02/15/23	1%	2.50	47.50		397.50	10/1/23	1%	2.50	47.50		397.50
02/19/23	1%	2.50	50.00		400.00	03/15/23	1%	2.50	50.00		400.00	11/1/23	1%	2.50	50.00		400.00
03/19/23	1%	2.50	52.50		402.50	04/15/23	1%	2.50	52.50		402.50	12/1/23	1%	2.50	52.50		402.50
04/19/23	1%	2.50	55.00		405.00	05/15/23	1%	2.50	55.00		405.00	1/1/24	1%	2.50	55.00		405.00
05/19/23	1%	2.50	57.50		407.50	06/15/23	1%	2.50	57.50		407.50	2/1/24	1%	2.50	57.50		407.50
06/19/23	1%	2.50	60.00		410.00	07/15/23	1%	2.50	60.00		410.00	3/1/24	1%	2.50	60.00		410.00
07/19/23	1%	2.50	62.50		412.50	08/15/23	1%	2.50	62.50		412.50	4/1/24	1%	2.50	62.50		412.50
08/19/23	1%	2.50	65.00		415.00	09/15/23	1%	2.50	65.00		415.00	5/1/24	1%	2.50	65.00		415.00
09/19/23	1%	2.50	67.50		417.50	10/15/23	1%	2.50	67.50		417.50	6/1/24	1%	2.50	67.50		417.50

Graham 22nd	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 23th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 24th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance
03/21/22					250.00	03/29/22					250.00	04/13/22					250.00
04/21/22	1%	2.50	2.50	100.00	352.50	04/29/22	1%	2.50	2.50	100.00	352.50	05/13/22	1%	2.50	2.50	100.00	352.50
05/21/22	1%	2.50	5.00		355.00	05/29/22	1%	2.50	5.00		355.00	06/13/22	1%	2.50	5.00		355.00
06/21/22	1%	2.50	7.50		357.50	06/29/22	1%	2.50	2.50		357.50	07/13/22	1%	2.50	7.50		357.50
07/21/22	1%	2.50	10.00		360.00	07/29/22	1%	2.50	2.50		360.00	08/13/22	1%	2.50	10.00		360.00
08/21/22	1%	2.50	12.50		362.50	08/29/22	1%	2.50	2.50		362.50	09/13/22	1%	2.50	12.50		362.50
09/21/22	1%	2.50	15.00		365.00	09/29/22	1%	2.50	2.50		365.00	10/13/22	1%	2.50	15.00		365.00
10/21/22	1%	2.50	17.50		367.50	10/29/22	1%	2.50	2.50		367.50	11/13/22	1%	2.50	17.50		367.50
11/21/22	1%	2.50	20.00		370.00	11/29/22	1%	2.50	2.50		370.00	12/13/22	1%	2.50	20.00		370.00
12/21/22	1%	2.50	22.50		372.50	12/29/22	1%	2.50	2.50		372.50	01/13/23	1%	2.50	22.50		372.50
01/21/23	1%	2.50	25.00		375.00	01/29/23	1%	2.50	2.50		375.00	02/13/23	1%	2.50	25.00		375.00
02/21/23	1%	2.50	27.50		377.50	02/28/23	1%	2.50	2.50		377.50	03/13/23	1%	2.50	27.50		377.50
03/21/23	1%	2.50	30.00		380.00	03/29/23	1%	2.50	2.50		380.00	04/13/23	1%	2.50	30.00		380.00
04/21/23	1%	2.50	32.50		382.50	04/29/23	1%	2.50	2.50		382.50	05/13/23	1%	2.50	32.50		382.50
05/21/23	1%	2.50	35.00		385.00	05/29/23	1%	2.50	2.50		385.00	06/13/23	1%	2.50	35.00		385.00
06/21/23	1%	2.50	37.50		387.50	06/29/23	1%	2.50	2.50		387.50	07/13/23	1%	2.50	37.50		387.50
07/21/23	1%	2.50	40.00		390.00	07/29/23	1%	2.50	2.50		390.00	08/13/23	1%	2.50	40.00		390.00
08/21/23	1%	2.50	42.50		392.50	08/29/23	1%	2.50	2.50		392.50	09/13/23	1%	2.50	42.50		392.50
09/21/23	1%	2.50	45.00		395.00	09/29/23	1%	2.50	2.50		395.00	10/13/23	1%	2.50	45.00		395.00
10/21/23	1%	2.50	47.50		397.50	10/29/23	1%	2.50	2.50		397.50	11/13/23	1%	2.50	47.50		397.50
11/21/23	1%	2.50	50.00		400.00	11/29/23	1%	2.50	2.50		400.00	12/13/23	1%	2.50	50.00		400.00
12/21/23	1%	2.50	52.50		402.50	12/29/23	1%	2.50	2.50		402.50	01/13/24	1%	2.50	52.50		402.50
01/21/24	1%	2.50	55.00		405.00	01/29/24	1%	2.50	2.50		405.00	02/13/24	1%	2.50	55.00		405.00
02/21/24	1%	2.50	57.50		407.50	02/29/24	1%	2.50	2.50		407.50	03/13/24	1%	2.50	57.50		407.50
03/21/24	1%	2.50	60.00		410.00	03/29/24	1%	2.50	2.50		410.00	04/13/24	1%	2.50	60.00		410.00
04/21/24	1%	2.50	62.50		412.50	04/29/24	1%	2.50	2.50		412.50	05/13/24	1%	2.50	62.50		412.50
05/21/24	1%	2.50	65.00		415.00	05/29/24	1%	2.50	2.50		415.00	06/13/24	1%	2.50	65.00		415.00
06/21/24	1%	2.50	67.50		417.50	06/29/24	1%	2.50	2.50		417.50	07/13/24	1%	2.50	67.50		417.50

Graham 25th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 26th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 27th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance
04/25/22					250.00	05/11/22					250.00	06/30/22					250.00
05/25/22	1%	2.50	2.50	100.00	352.50	06/11/22	1%	2.50	2.50	100.00	352.50	07/31/22	1%	2.50	2.50	100.00	352.50
06/25/22	1%	2.50	5.00		355.00	07/11/22	1%	2.50	5.00		355.00	08/30/22	1%	2.50	5.00		355.00
07/25/22	1%	2.50	7.50		357.50	08/11/22	1%	2.50	7.50		357.50	09/30/22	1%	2.50	2.50		357.50
08/25/22	1%	2.50	10.00		360.00	09/11/22	1%	2.50	10.00		360.00	10/30/22	1%	2.50	2.50		360.00
09/25/22	1%	2.50	12.50		362.50	10/11/22	1%	2.50	12.50		362.50	11/30/22	1%	2.50	2.50		362.50
10/25/22	1%	2.50	15.00		365.00	11/11/22	1%	2.50	15.00		365.00	12/30/22	1%	2.50	2.50		365.00
11/25/22	1%	2.50	17.50		367.50	12/11/22	1%	2.50	17.50		367.50	01/30/23	1%	2.50	2.50		367.50
12/25/22	1%	2.50	20.00		370.00	01/11/23	1%	2.50	20.00		370.00	02/28/23	1%	2.50	2.50		370.00
01/25/23	1%	2.50	22.50		372.50	02/11/23	1%	2.50	22.50		372.50	03/31/23	1%	2.50	2.50		372.50
02/25/23	1%	2.50	25.00		375.00	03/11/23	1%	2.50	25.00		375.00	04/30/23	1%	2.50	2.50		375.00
03/25/23	1%	2.50	27.50		377.50	04/11/23	1%	2.50	27.50		377.50	05/30/23	1%	2.50	2.50		377.50
04/25/23	1%	2.50	30.00		380.00	05/11/23	1%	2.50	30.00		380.00	06/30/23	1%	2.50	2.50		380.00
05/25/23	1%	2.50	32.50		382.50	06/11/23	1%	2.50	32.50		382.50	07/30/23	1%	2.50	2.50		382.50
06/25/23	1%	2.50	35.00		385.00	07/11/23	1%	2.50	35.00		385.00	08/30/23	1%	2.50	2.50		385.00
07/25/23	1%	2.50	37.50		387.50	08/11/23	1%	2.50	37.50		387.50	09/30/23	1%	2.50	2.50		387.50
08/25/23	1%	2.50	40.00		390.00	09/11/23	1%	2.50	40.00		390.00	10/30/23	1%	2.50	2.50		390.00
09/25/23	1%	2.50	42.50		392.50	10/11/23	1%	2.50	42.50		392.50	11/30/23	1%	2.50	2.50		392.50
10/25/23	1%	2.50	45.00		395.00	11/11/23	1%	2.50	45.00		395.00	12/30/23	1%	2.50	2.50		395.00
11/25/23	1%	2.50	47.50		397.50	12/11/23	1%	2.50	47.50		397.50	01/30/24	1%	2.50	2.50		397.50
12/25/23	1%	2.50	50.00		400.00	01/11/24	1%	2.50	50.00		400.00	02/29/24	1%	2.50	2.50		400.00
01/25/24	1%	2.50	52.50		402.50	02/11/24	1%	2.50	52.50		402.50	03/30/24	1%	2.50	2.50		402.50
02/25/24	1%	2.50	55.00		405.00	03/11/24	1%	2.50	55.00		405.00	04/30/24	1%	2.50	2.50		405.00
03/25/24	1%	2.50	57.50		407.50	04/11/24	1%	2.50	57.50		407.50	05/30/24	1%	2.50	2.50		407.50
04/25/24	1%	2.50	60.00		410.00	05/11/24	1%	2.50	60.00		410.00	06/30/24	1%	2.50	2.50		410.00
05/25/24	1%	2.50	62.50		412.50	06/11/24	1%	2.50	62.50		412.50	07/30/24	1%	2.50	2.50		412.50
06/25/24	1%	2.50	65.00		415.00	07/11/24	1%	2.50	65.00		415.00	08/30/24	1%	2.50	2.50		415.00
07/25/24	1%	2.50	67.50		417.50	08/11/24	1%	2.50	67.50		417.50	09/30/24	1%	2.50	2.50		417.50

Graham 28th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	Graham 29th	Int. Rate	Int. Amt.	Total Int	Penalty	Balance	TOTAL	AS OF				
07/30/22					250.00	08/20/22					250.00	7,250.00	9/1/2022				
08/30/22	1%	2.50	2.50	100.00	352.50	09/20/22	1%	2.50	2.50	100.00	352.50	11,127.50	9/1/2022		8,002.50		
09/30/22	1%	2.50	5.00		355.00	10/20/22	1%	2.50	5.00		355.00			Asmt only	Penalty	Interest	penalty/interest
10/30/22	1%	2.50	7.50		357.50	11/20/22	1%	2.50	7.50		357.50	2020	4,092.50	2,500.00	1,000.00	592.50	1,592.50
11/30/22	1%	2.50	10.00		360.00	12/20/22	1%	2.50	10.00		360.00	2021	3,910.00	2,500.00	1,000.00	410.00	1,410.00
12/30/22	1%	2.50	12.50		362.50	01/20/23	1%	2.50	12.50		362.50	2022	3,125.00	2,250.00	800.00	75.00	875.00
01/30/23	1%	2.50	15.00		365.00	02/20/23	1%	2.50	15.00		365.00	TOTAL	11,127.50	7,250.00	2,800.00	1,077.50	3,877.50
02/28/23	1%	2.50	17.50		367.50	03/20/23	1%	2.50	17.50		367.50	29 violations					
03/30/23	1%	2.50	20.00		370.00	04/20/23	1%	2.50	20.00		370.00						
04/30/23	1%	2.50	22.50		372.50	05/20/23	1%	2.50	22.50		372.50						
05/30/23	1%	2.50	25.00		375.00	06/20/23	1%	2.50	25.00		375.00		11,002.50	7,250.00	2,600.00	1,152.50	3,752.50
06/30/23	1%	2.50	27.50		377.50	07/20/23	1%	2.50	27.50		377.50						
07/30/23	1%	2.50	30.00		380.00	08/20/23	1%	2.50	30.00		380.00		125.00	0.00	200.00	-75.00	
08/30/23	1%	2.50	32.50		382.50	09/20/23	1%	2.50	32.50		382.50						
09/30/23	1%	2.50	35.00		385.00	10/20/23	1%	2.50	35.00		385.00						
10/30/23	1%	2.50	37.50		387.50	11/20/23	1%	2.50	37.50		387.50						
11/30/23	1%	2.50	40.00		390.00	12/20/23	1%	2.50	40.00		390.00						
12/30/23	1%	2.50	42.50		392.50	01/20/24	1%	2.50	42.50		392.50						
01/30/24	1%	2.50	45.00		395.00	02/20/24	1%	2.50	45.00		395.00						
02/29/24	1%	2.50	47.50		397.50	03/20/24	1%	2.50	47.50		397.50						
03/30/24	1%	2.50	50.00		400.00	04/20/24	1%	2.50	50.00		400.00						
04/30/24	1%	2.50	52.50		402.50	05/20/24	1%	2.50	52.50		402.50						
05/30/24	1%	2.50	55.00		405.00	06/20/24	1%	2.50	55.00		405.00						
06/30/24	1%	2.50	57.50		407.50	07/20/24	1%	2.50	57.50		407.50						
07/30/24	1%	2.50	60.00		410.00	08/20/24	1%	2.50	60.00		410.00						
08/30/24	1%	2.50	62.50		412.50	09/20/24	1%	2.50	62.50		412.50						
09/30/24	1%	2.50	65.00		415.00	10/20/24	1%	2.50	65.00		415.00						
10/30/24	1%	2.50	67.50		417.50	11/20/24	1%	2.50	67.50		417.50						

EXHIBIT F

The declarant "CSC Developers, LLC hereby approves the right for Warren G. Johnson & Rhonda B. Johnson to combine the following properties listed below into one parcel.

Property 1 defined as LOTS 28 & 29 CHANDELLE SEC 6 PB 160-852 PB 164-328 parcel no.4-05-00-038.54 3.17 Acres
Property 2 defined as LOTS 30 & 34 CHANDELLE SEC 6 PB 160-852 PB 170-822 parcel no.4-05-00-038.55 3.0 Acres

Declarant John R Stewart Jr
Witness [Signature]

Date 10/12/16
Date 10/12/16

State of South Carolina

County of Greenville

On this, the 12th day of October, 2016, before me a notary public, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

[Signature]
Notary Public



ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

EXHIBIT G

From: Chandelle Poa <chandellepoa@aol.com>
To: bjisrael1 <bjisrael1@bellsouth.net>
Subject: Fwd: 450 Air Park Dr. Greer, SC Combining lots 32, 33, 36, 37
Date: Wed, Jul 18, 2018 4:30 pm

-----Original Message-----

From: Chandelle Poa <chandellepoa@aol.com>
To: icacplane <icacplane@yahoo.com>; lynn.fleming <lynn.fleming@bellsouth.net>; deputyfour <deputyfour@aol.com>
hazmat1212 <hazmat1212@aol.com>; bjisrael1 <bjisrael1@bellsouth.net>
Sent: Wed, Nov 22, 2017 9:35 pm
Subject: Fwd: 450 Air Park Dr. Greer, SC Combining lots 32, 33, 36, 37

FYI

Billy

-----Original Message-----

From: Rob Graham <investorob@aol.com>
To: ChandellePOA <ChandellePOA@aol.com>
Sent: Mon, Nov 20, 2017 3:30 pm
Subject: Fwd: 450 Air Park Dr. Greer, SC Combining lots 32, 33, 36, 37

Per the conversation with Billy, please accept this email as approval of the declarant to combine the subject lots. Please let me know if anything else is needed. Thank you,

Rob Graham
772-418-9900

-----Original Message-----

From: John Stewart <stewart6337@gmail.com>
To: Rob Graham <investorob@aol.com>
Sent: Mon, Nov 20, 2017 2:52 pm
Subject: Re: 450 Air Park Dr. Greer, SC Combining lots 32, 33, 36, 37

Rob,

We have no problem with you combining lots 32 and 36 with your other two combined lots 33 and 37. We understand that by combining these four lots together the taxiway easement between the lots will no longer exist. Good luck on your project.

CSC Developers LLC
John Stewart (member)
Doug Cobb(member)

On Mon, Nov 20, 2017 at 10:58 AM, Rob Graham <investorob@aol.com> wrote:

Hi John,
Per Chandelle documents, I sent notice of proposed construction of an airplane Hangar that is on lots 37 and lot 36 over where a previous aircraft taxiway was. Billy called and notified me that I needed (per the Declarations) an ok from CSC Developers to combine these lots.
If this meets with your approval of combining lots 32, 33, 36, and 37 (Lots 33 and 37 are already combined), please acknowledge such to satisfy the requirements of the declarations.



From: Jeff Cooper jeff@cooperdesign.biz
Subject: FW: 450 Air Park Dr. Greer, SC Combining lots 31, and 35
Date: May 3, 2021 at 11:04 AM
To: tsk0403@yahoo.com, bjsrae1@besouth.net, Sandra Weaver sandra.weaver0812@gmail.com, Greg Steck gjsteck24@gmail.com

Second email from Rob concerning his lots.

Thanks

Jeff Cooper
864-304-6773

From: Rob Graham [<mailto:investorob@aol.com>]
Sent: Monday, May 3, 2021 10:04 AM
To: jeff@cooperdesign.biz
Subject: Fwd: 450 Air Park Dr. Greer, SC Combining lots 31, and 35

Declarants approval of combining lots 31 and 35
Thank you
Rob Graham
772-418-9900

-----Original Message-----

From: John Stewart <stewart6337@gmail.com>
To: Rob Graham <investorob@aol.com>
Sent: Mon, Dec 11, 2017 10:19 am
Subject: Re: 450 Air Park Dr. Greer, SC Combining lots 31, and 35

December 11, 2017

Rob,

We have no problem with you combining lots 31 and 35 into one lot.

CSC Developers

John Stewart (member)
Doug Cobb (member)

EXHIBIT H



PRIVATE AVIATION ESTATES

Chandelle Aviation Newsletter 2012 – Volume 1

January 17, 2012

From the President
Billy Israel

Dear Chandelle Property Owners:

I hope that you all had a safe and joyous Holiday Season. I would like to wish each and every one of you a Happy and Prosperous New Year. I would like to take a moment to reflect on 2011 and look ahead to 2012.

Chandelle had a number of significant changes and events that took place this past year. Most were positive, unfortunately some were not. As most of you know we had a tragic fire that claimed the home of Walt and Diane Fanti. While this certainly was a sad and devastating event, I am proud of the overwhelming response from our community. The unselfish support and outpouring of help and love by you, makes me thankful that I am a part of this wonderful group of neighbors. Thank you all. I am pleased to report that Walt and Diane are finalizing their plans to rebuild in Chandelle. Congratulations, Walt and Diane.

I would also like to congratulate Warren, Rhonda, Hagen and Brook Johnson on moving into their new home here in Chandelle. They are a welcome addition to our community.

2011 saw the first major maintenance on our runway. Our Vice President, Bruce Goldberg, did most of the day-to-day co-ordination of the work, so I will defer to him to share those details

with you. Bruce worked tirelessly to make sure the job was completed correctly. A hearty “Well done” goes to Bruce.

Another change that occurred in 2011 was an increase in the Annual Assessment that each POA member is responsible for. While our Secretary-Treasurer, Cindy Goldberg has the details of the increase and expenses for 2011, I will briefly review them here. As most of you know at the beginning of 2010 the Chandelle Property Owners Association, LLC was formed. As a result, the property owners assumed the responsibility of managing all operations of Chandelle, formally accomplished by CSC Developers. Expenses that were previously paid by CSC became our responsibility. From the time the POA was formed until now, we have been in a period of transition. Services provided by CSC have transferred to commercial sources. Because CSC was providing those services at a much lower cost (and in some cases no cost) to us than we have been able to obtain through commercial providers, our costs have increased. The final transfer of service, the mowing and grounds maintenance was accomplished, beginning 1/1/2012. It is my belief that our ongoing costs to run the association, have stabilized.

The Architectural Control Committee members, Stu Swanson, Marilyn Berry and Lynn Fleming worked tirelessly in 2011 to insure that our community remains in compliance with our Covenants, Conditions and Restrictions. I would like to thank them for their hard work. Marilyn, who has worked 10 plus years on the ACC, has decided to step down from a full committee position. Because of her vast knowledge of the CCRs and the history of the past work of the committee, she has graciously agreed to help, on an as-needed basis. The Board of Directors and the Officers of the association would like to offer our heartfelt thanks and gratitude to Marilyn for her unwavering dedication to this community. Thank you very much Marilyn.

Pat Finucane has agreed to fill the vacancy, left by Marilyn’s resignation. Therefore, at the beginning of 2012, Pat is officially a member of the Chandelle Aviation Architectural Control Committee. Welcome Pat.

Our community-supported fly-in continues to be a popular event with the surrounding aviation population. I look forward to the continuation of these fly-in events. Thanks to all who participate to make these fly-ins the success that they have become.

Looking forward, into 2012, there are a number of goals that we would like to accomplish. Work to complete several of these goals has already begun. Rules for the traffic pattern and noise abatement are in draft form and we hope will be completed this year. We are studying the feasibility of some taxiway and runway signage. We are finalizing plans to review, and if necessary, amend or clarify our CCRs and association By-Laws, to make them more easily understood. We will be reviewing and evaluating our insurance requirements for the association. We will be announcing a date for the POA members meeting. Finally, we are planning to deliver a quarterly newsletter, of which this is the first, via email to each POA member. Your input as to the kind of information that you would like to see in each newsletter is welcome.

In closing, I would like to thank each member of the association for the support that you continue to give to the officers and the BOD. I know that we don't always see eye to eye. At the end of the day, I believe that we are successful in our pursuit of harmony in the best aviation community in the world, and the reason for that is, each of you, my friends.



From the Vice President
Bruce Goldberg

Chandelle Runway project:

Having served as an airport liaison with the flying club that I belonged to in New Jersey, I conducted research on the needs of Chandelle's runway and the various paving processes that were available for continuing runway care and maintenance. When the Chandelle runway maintenance project began, I volunteered to spearhead it.

Chandelle's runway project consisted of evaluating the runway surface and determining what was required to maintain it properly. The project consisted of three phases. The first phase was to prepare and fill the runway cracks to prevent any water from penetrating those cracks. The second phase was the sealing of the entire runway surface with a product that is referred to as a

rejuvenator. The third and final phase consisted of repainting the numbers and properly marking the displaced threshold. The processes that we used are all FAA approved.

Jamey Kempson, with the South Carolina Aeronautics Commission, provided us the names of three contractors who were doing work around South Carolina. Based on references that we obtained and a bid submitted to us, with the same pricing given to the State of South Carolina, Pace Pavement Technologies, Inc. was chosen to complete Chandelle's work.

Although we had a few minor delays in completing the project due to weather and scheduling, the runway project was completed as contracted, and should continue to serve our community well. This project has extended the life our runway for many years to come. This type of maintenance is required approximately every 10-12 years. The cost to Chandelle of the entire project was just under \$24,000.00

From the Secretary-Treasurer
Cindy Goldberg

Attached please find a summary spreadsheet for the 2012 Budget, as well as the 2011 Revenue and Expenses.

Funds were received from each of the Chandelle Property Owners for the 2011 Annual Assessment, as well as the 2011 Special Assessment. Additional funds were received for two non-member owned planes kept on the field and four partnership planes. The association is required to pay income taxes on revenue generated from any non-member payments received.

The Chandelle Property Owners Association 2012 Annual Assessment payments are due by 2/10/2012. Runway Property taxes were paid to the County on the due date of 1/17/2012, using available funds from 2011. Additionally, the remaining 2011 funds have been earmarked for review of our CCRs, and any unforeseen association matters.



2012 Chandelle Property Owner Assn Annual Assessment:	Due 2/10/2012	\$800.00
--	---------------	----------

Summary of 2012 Budget

Due to Property Maintenance / outside firm		\$14,400.00
Utilities for Common Areas / to CSC		\$700.00
County of Spartanburg / property taxes for runway		\$2,945.20
Runway insurance for 2012-2013		\$1,380.00
Banking: misc bank fees		\$40.00
Supplies/Stamps for mailings, paper, envelopes, etc.		\$80.00
Attorney consultation		\$1,000.00

Total Expenses \$20,545.20

24 property owners x \$800 \$19,200.00

Misc anticipated revenue (plane partners) \$1,600.00

\$20,800.00

Variance \$254.80

2011 Summary / year end close

Beginning Balance: \$1,200.00

Revenue received:

property owner annual and special assessments, partner, non-member \$44,945.67

\$46,145.67

Expenses paid:

wire	checks for bank acct	\$45.83
wire	bank fee	\$7.50
xxx	atty for LLC set up	\$508.98
1001	Void	xx
1002	runway insurance to CSC for 2010 - 2011	\$1,380.00
1003	runway taxes to CSC	\$3,028.34
1004	void	xx
1005	property maintenance to CSC	\$10,900.00
1006	Pace Construction / Rwy crack filling	\$6,660.00
1007	reimburse property owner overpayment	\$349.57
1008	Pace Construction / Rwy renumbering	\$875.00
1009	Pace Construction / Rwy resealing	\$16,444.80
1010	runway insurance for 2011 - 2012	\$1,390.00
1011	Reimburse / Chandelle LLC mailing, office supply expenses	\$253.47

Expenses paid: \$41,843.49

ending balance

12/31/2011

\$4,302.18

2011 South Carolina Income taxes will be paid on revenue from non property owners.

From BOD Member
Ken Galloway

Hello and Happy New Year! I am happy to be serving as a board member for our fantastic and unique community. Chandelle Aviation Estates has so many great things to offer, but the friendships and camaraderie is what I enjoy the most. All of you are welcome to visit me and my family anytime you see the hanger door open...sort of reminds me of my parent's generation of visiting neighbors when you see them on the front porch. Fly safe!

From the Architectural Control Committee
Stu Swanson, Lynn Fleming and Pat Finucane

Thanks to everyone at Chandelle for their cooperation and understanding when working with the ACC. We have attempted to comply with our responsibilities without causing any conflict. Sometimes our CCRs are left open to interpretation because of the way they are written, but the ACC will try to remain fair, impartial and objective as we approach another New Year. Any of us on the ACC (Stu, Lynn, and Pat) are always open to discussion about any matter that concerns any resident about compliance with the CCRs. Our objectives for the coming year will include, but may not be limited to the following:

1. The ACC will work closely with the BOD to streamline and clarify the CCRs.
2. The ACC will conduct, at a minimum, quarterly inspections and report any deviations from the CCRs to the BOD.
3. The ACC will issue variances as required in individual cases to those property owners who require an exception to a rule for valid reasons.
4. The ACC will ensure that all new construction, additions, property improvements, etc. are in compliance before the beginning of such improvements.
5. During each of these proposed newsletters, the ACC will report to the property owners any actions taken and any variances issued since the last report.

For this first newsletter, we will report on just those issues that are pending or that we have taken action on for the New Year 2012.

1. The Fanti house plans and site selection have been approved, beginning of construction any day now. Congratulations to the Fanti's.
2. The Israel's have a new motor home and have asked for a variance to park it in their driveway until outfitting and shakedown of all systems are complete. The ACC has granted a variance until the end of January 2012.
3. Warren and Rhonda Johnson have requested an extension to the 12 month completion period for their new construction.
4. Pat Finucane has been appointed to fill Marilyn Berry's seat on the ACC. Thanks to Marilyn and congrats to Pat.

The ACC does have one area of concern that we would request every property owners help with. There have been recent incidences of non-resident bicyclists entering and riding the length of the runway. There have also been reports of walking activity on the runway. Section 8-2 of the CCRs follows:

Access. *Residents shall be and are hereby granted and conveyed a right of ingress and egress from the runway and taxiway to the permanent easements established along the rear and side lot lines as shown on the plat, said easements to be used for the aircraft operated by the residents and their guests, for walking to and from the runway, or for golf carts or similar vehicles as approved by the ACC. Golf carts or similar vehicles are allowed on the grass runway and/or the 50 foot wide grass strip on the east side of the paved runway but not on the hard surface runway except when crossing at a 90 degree angle. Walking on the paved runway will be only allowed from official sunset to official sunrise, and walkers should be alert for aircraft and yield to all taxing, takeoff and landing aircraft. Walking from sunrise to sunset will be allowed on the outside edge of the grass runway”.*

From CSC Developers
John Stewart and Doug Cobb

I would like to say “Thank You” to each one of you for your contribution in making Chandelle what it is today. Chandelle is turning out to be so much nicer than what I had envisioned and is taking so much longer than I had envisioned. Just kidding.

In 2011

Marilyn and Steve Berry and I purchased a piece of property located immediately to the south of Rob Graham's home. This was an important purchase in that the rear property line of the parcel joined the edge of Chandelle's runway. This was the only property bordering the runway that was not governed by Chandelle's covenants or not owned by someone affiliated with the subdivision. Since the Berry's and I own the remaining property on the east side of the runway where the office is located, we added some of that land to the newly acquired property and created three new lots to be sold in Chandelle. We are happy to report that one of those lots was sold to a couple in Texas, "Another Pilot".

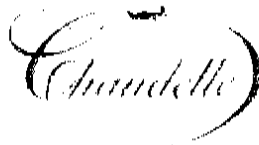
I too would like to welcome our newest residents, Rhonda, Warren, Hagen and Brook Johnson and say that it is really exciting to see Diane and Walt Fanti starting their new home.

John

Miscellaneous**Member contact information request**

The association BOD occasionally receives request for a list of the Chandelle property owners. Those request ask for the names, addresses, phone numbers, and email contacts. Without the permission from a member, the association BOD is not comfortable providing the contact information, even to a POA member that requests it. Therefore, if you would like for the association to honor the request of a POA member for your contact information, please respond by email to ChandellePOA@aol.com, or include a signed note with your annual assessment payment, giving your permission. If no response is received by the BOD by February 10, 2012, your contact information will not be given out by the association BOD. The association will not give out any contact information for a member to any party requesting that information other than a current POA member.

EXHIBIT I



To: Warren and Rhonda Johnson
From: Chandelle Property Owners Association BOD
Subject: Barking Dogs
Date: June 17, 2013

Warren and Rhonda:

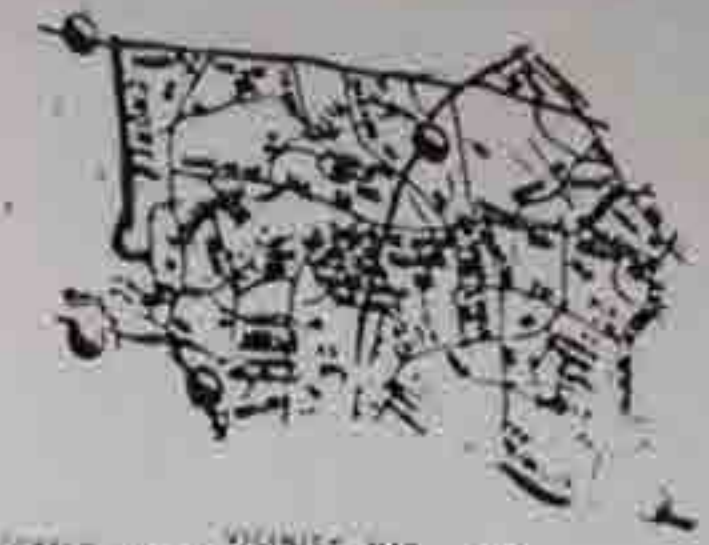
The association is in receipt of your response to ACC concerning your dogs. Section 5.11 Pets, reads in part "Noisy animals, such as incessantly barking dogs". The statement makes only one example of "noisy animals" when it refers to incessantly barking dogs. The amount of barking by your dogs is not acceptable, and is a nuisance.

The intent of the CCRs is to prevent any activity that would be offensive or a nuisance to the community. You were cited for a violation of Section 5.11 because it specifically deals with pets. Section 5.7 Nuisance, is a more general restriction for any activity determined to be noxious or offensive, which may be or may become an annoyance or nuisance to the neighborhood.

The Chandelle Property Owners Association must insist that you take whatever actions are necessary to eliminate the nuisance of excessively barking dogs on your property. If the barking of your dogs continues to be a nuisance, the association will have no choice but to take further action.

Chandelle Property Owners Association BOD

Section 5.7. Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.



VICINITY MAP NO. 202
LOCATED APPROX. 4 MILES SOUTHWEST OF REIDSVILLE



FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

NOTES

IRON PIN SET, 1/2" REBAR, ON ALL CORNERS
IRON PIN SET, 1/2" REBAR, ALONG 80' REAR SETBACK
LINE ON LOTS 11, 17, 20, 21, 22, 23 AND 24

BEARINGS AND DISTANCES ALONG CURVES AND CURVE
DE SACS ARE CORRECT

A 5' EASEMENT IS RESERVED ALONG ALL FRONT AND SIDE
LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHER
WISE SHOWN.

ALL AIRCRAFT/TAXI EASEMENTS SHOWN HEREON ARE FOR THE
PRIVATE USE OF THE PROPERTY OWNERS AND ARE THE OBLIGATIONS OF
CHANDELLE SUBDIVISION. SPARTANBURG COUNTY BURS NO
OWNERSHIP, MAINTENANCE RESPONSIBILITY OR
LIABILITY FOR SAID EASEMENTS. FURTHER, A HOMEOWNERS
ASSOCIATION SHALL BE FORMED AND BEAR THE RESPONSIBILITY
FOR PERPETUAL EASEMENTS AND SAID RUNWAYS PRIOR TO THE
ISSUANCE OF FINAL PLAT APPROVAL.

CERTIFICATE OF ACCURATE SURVEY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS
1/2200 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE
D.M.D. METHOD OF AREA CALCULATION
REFERENCE TOED BOOK PAGE
PLAT BOOK PAGE
BLOCK MAP S. 05.00 W. 21.00 E.
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG
COUNTY SUBDIVISION REGULATIONS.

Ernest J. Price
SURVEYOR

CERTIFICATE OF APPROVAL FOR RECORDING

I, THE UNDERSIGNED, CERTIFY THAT THE SUBDIVISION PLAT HEREON CON-
FORMS TO THE DESIGN STANDARDS AND REQUIREMENTS OF SPARTANBURG
COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARI-
ANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG
PLANNING AND DEVELOPMENT COMMISSION AND THAT IT HAS BEEN AP-
PROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

Ernest J. Price
2 / 16 / 2018
CLERK, COUNTY OF SPARTANBURG, GEORGIA

NAME OF SUBDIVISION

CHANDELLE

SECTION OR SUB SECTION

SECTION 1

OWNERS/DEVELOPER

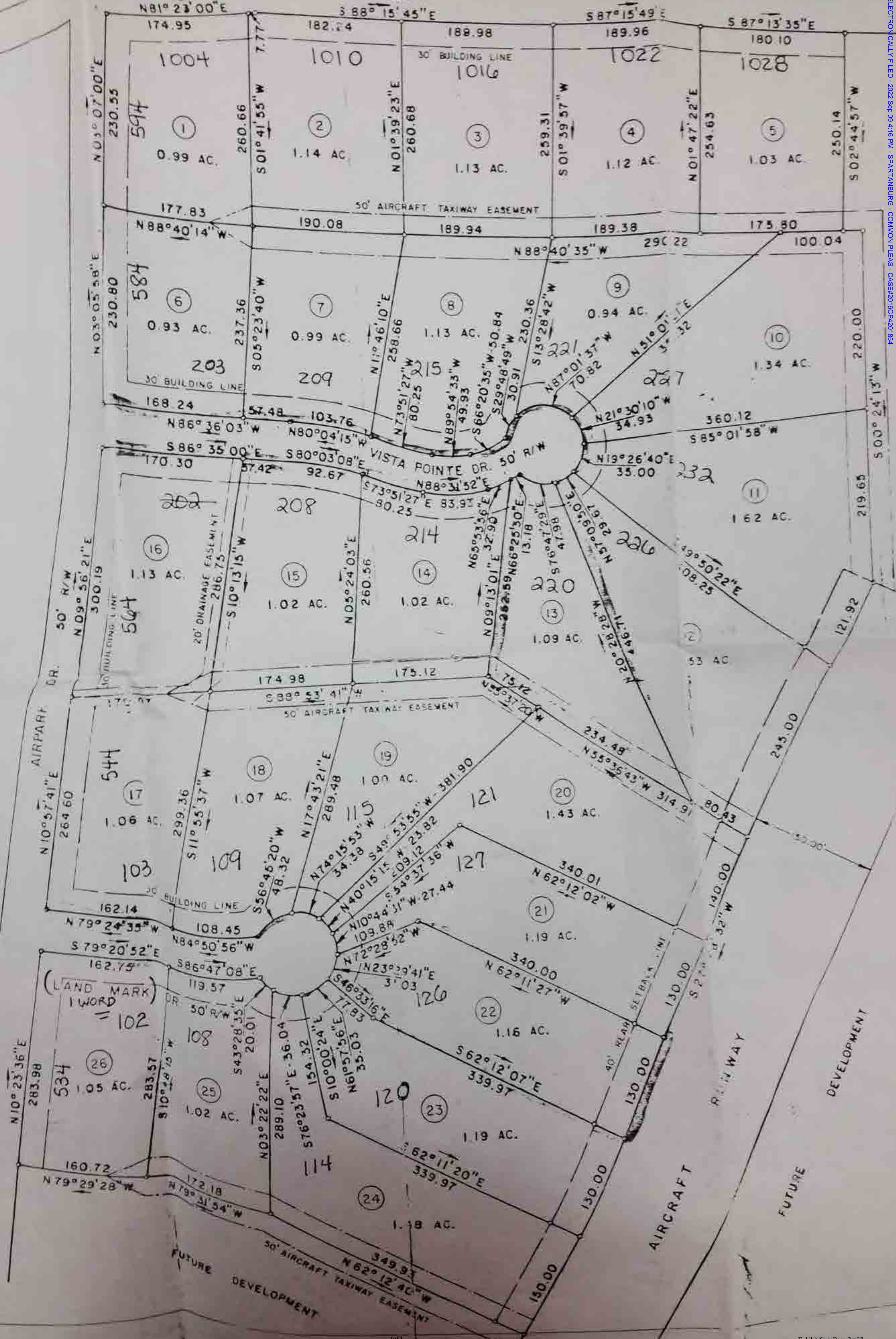
C.S.C. DEVELOPERS
400 AIRPARK DR
GREEN, S. C. 29615

SURVEYOR	ENGINEER
HUSKEY & HUSKEY, INC. 2339 CHELSEA HWY SP780 - S. C. 29607	THE MUTT CORP 4 WINDMILL DR WELLFORD, S. C. 29385

LOT	ADDRESS	LOT	ADDRESS
1		14	
2		15	
3		16	
4		17	
5		18	
6		19	
7		20	
8		21	
9		22	
10		23	
11		24	
12		25	
13		26	

NUMBER OF ACRES 23.80
NUMBER OF LOTS 26 DATE SEPT. 28, 1997 REVISED

FUTURE DEVELOPMENT



FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

CERTIFICATE OF ACCURATE SURVEY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS
 1/7500 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE
 D M D METHOD OF AREA CALCULATION.
 REFERENCE DEED BOOK _____, PAGE _____
 PLAT BOOK _____, PAGE _____
 BLOCK MAP 4-05-00 out of 38-00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG
 COUNTY SUBDIVISION REGULATIONS

BE Ainsley

 LICENSED PROFESSIONAL LAND SURVEYOR

 DATE

 S. C. REGISTRATION NO.

NOTES

IRON PIN SET, 1/2" REBAR, ON ALL CORNERS.
 IRON PIN SET, 1/2" REBAR, ALONG 40' REAR SETBACK
 LINE ON LOTS 11, 12, 20, 21, 22, 23 AND 24.

BEARINGS AND DISTANCES ALONG CURVES AND CURVE
 DE SACS ARE CHORDS.

A 5' EASEMENT IS RESERVED ALONG ALL REAR AND SIDE
 LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHER-
 WISE SHOWN.

ALL AIRCRAFT/TAXI EASEMENTS SHOWN HEREON ARE FOR THE
 PRIVATE USE OF THE PROPERTY OWNERS AND THEIR GUESTS OF
 CHANDELLE SUBDIVISION. SPARTANBURG COUNTY BEARS NO
 OWNERSHIP, MAINTENANCE RESPONSIBILITY OR LEGAL
 LIABILITY FOR SAID EASEMENTS. FURTHER, A HOMEOWNERS
 ASSOCIATION SHALL BE FORMED AND BEAR THE RESPONSIBILITY
 FOR PERPETUAL EASEMENTS AND SAID RUNWAYS PRIOR TO THE
 ISSUANCE OF FINAL PLAT APPROVAL.

LOT	ADDRESS	LOT	ADDRESS
1		14	
2		15	
3		16	
4		17	
5		18	
6		19	
7		20	
8		21	
9		22	
10		23	
11		24	
12		25	
13		26	

TO MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN
 ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN
 SOUTH CAROLINA AND DOES NOT EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY OF LAND SURVEYING(S)
 AND DOES NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SPECIFIED. I HEREBY STATE THAT
 THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE
 METHOD OF AREA CALCULATION. (THIS PROPERTY) IS NOT IN A FLOOD
 HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE MAP, AUGUST 1984.

CERTIFICATE OF APPROVAL FOR RECORDING

I, THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION PLAT HEREON CON-
 FORMS TO THE DESIGN STANDARD AND REQUIREMENTS IN SPARTANBURG
 COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIAN-
 CES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNT
 PLANNING AND DEVELOPMENT COMMISSION AND THAT IT HAS BEEN AP-
 PROVED FOR RECORDING IN THE OFFICE OF THE COUNTY OF REGISTER OF
 MESNE CONVEYANCE.

2 / 16 / 1998

Ernest J. Price

 CHAIRMAN, SECRETARY OR PLANNING DIRECTOR
 SPARTANBURG COUNTY PLANNING AND DEVELOPMENT COMMISSION

NAME OF SUBDIVISION

CHANDELLE

SECTION OR SUB-SECTION

SECTION I

OWNER(S)/DEVELOPER(S)

C.S.C DEVELOPERS
 400 AIRPARK DR.
 GREER, S. C. 29651

SURVEYOR

HUSKEY & HUSKEY, INC.
 2939 CHESNEE HWY.
 SPTBG., S. C. 29307

ENGINEER

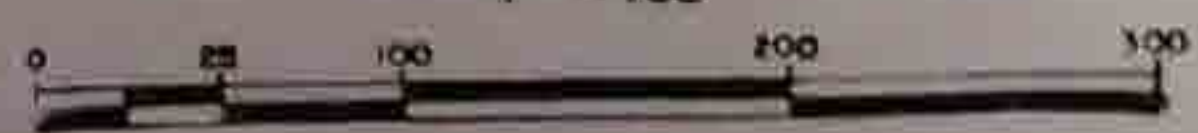
THE NUTT CORP.
 4 WINDMILL DR.
 WELLFORD, S. C. 29385

NUMBER OF ACRES 29.80 MILES OF NEW ROAD 0.2

NUMBER OF LOTS 26 DATE SEPT. 24, 1997 REVISED _____

SCALE

1" = 100'



APP
aw 108cc

EXHIBIT 6

RECORDED DEED 67A PG 958
97 DEC 19 AM 11:28
R.M.C.
SPARTANBURG, SC

97 DEC 19 AM 11:26
DOCUMENTARY STAMPS
138.75

GRANTEE'S ADDRESS: 1432 Anderson Ridge Road, Greer, SC 29651

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS That I, **JAMES P. BROCKMAN, SR.** hereinafter, whether one or more, called Grantor, in the State aforesaid, in consideration of the sum of **Thirty-Seven Thousand Five Hundred & No/100 (\$37,500.00) Dollars** to Grantor in hand paid at and before the sealing of these presents by

LARRY DEE DAVIS and ANGELA R. DAVIS

hereinafter, whether one or more, called Grantee (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee and Grantee's heirs, or successors, and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the County of Spartanburg, State of South Carolina, Reidville Community, being shown and designated as Lot No. 1, Chandelle Estates, containing 0.99 acres, on a plat of same made by Huskey & Huskey, Inc. PLS dated April 25, 1997 recorded in the Office of the RMC for Spartanburg County, SC in 139 at page 931.

This is a portion of the property conveyed to the Grantor herein by deed of Granny Peach Associates, dated July 7, 1989 recorded in Book 55-P at page 224.

This conveyance is specifically made subject to those certain Protective Covenants recorded in Book 67-A at page 583.

T.M.S. No. PT 4 01-00 005.00

TOGETHER with all and Singular the Right, 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 and Grantee's Heirs, or successors, and assigns forever.

111RMC 1244121997#073 \$10.00 +

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

DEED 67A PG 959

And Grantor does hereby bind Grantor and Grantor's Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and Assigns against Grantor and Grantor's, Heirs, Successors, Executors, Administrators and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS GRANTOR'S hand and seal this 16th day of December, 1997.

Signed, Sealed and Delivered in the Presence of: James P. Brockman, Sr. (SEAL)

James P. Brockman, Sr.

Carol M. Hagood
Carol M. Hagood

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor(s) sign, seal and as Grantors act and deed deliver the within deed, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this 16th day of December, 1997

Carol M. Hagood

Carol M. Hagood (SEAL)
Notary Public for South Carolina

DEED 67A PG 960

STATE OF SOUTH CAROLINA) AFFIDAVIT
COUNTY OF SPARTANBURG)

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

- 1. Property located at Lot 1, containing 0.99 acres, corner of Brockman Road and Air Park Drive, bearing Spartanburg County Tax Map Number PT 4 01-00 005.00, was transferred by James P. Brockman, Sr. to Larry Dee Davis and Angela R. Davis on December 16, 1997.

The Transaction was (Check One):


 X an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$37,500.00.

 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 (See back of affidavit.):

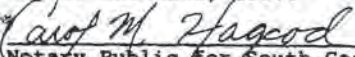
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Purchaser.

I further understand that a person required to furnish this affidavit who 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.



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

SWORN to before me this 16th day of December, 1997.

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 7-1-2001

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that JAMES P. BROCKMAN, SR. in consideration of FIFTY SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO/100, (\$57,450.00) the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does grant, bargain, sell and release unto,

CHARLIE M. ALLISON AND JANICE H. ALLISON
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, approximately four miles southwest of Reidville, on the southerly side of Brockman Road, being shown and designated as **1.03 acres, more or less, (LOT 5 Chandelle Private Aviation Estates)** as shown upon plat and survey entitled, "CLOSING SURVEY FOR CHARLIE M. ALLISON AND JANICE H. ALLISON" said plat prepared by Huskey & Huskey, Inc., PLS, dated October 28, 2013 and recorded in the ROD Office for Spartanburg County in **Plat Book 168 at Page 088**. Reference being made to said plat for a more complete description.

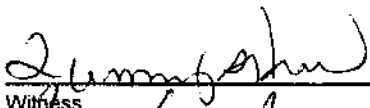
This being a portion of the same property as conveyed to James P. Brockman by deed of Granny Peach Associates recorded July 10, 1989 in said ROD Office in Deed Book 55-P at Page 224.

THIS PROPERTY IS SUBJECT TO THE RESTRICTIONS AS RECORDED IN DEED BOOK 67-A AT PAGE 583, WITH AMENDMENTS RECORDED IN DEED BOOK 72- G AT PAGES 841 AND 843, DEED BOOK 81-Y AT PAGE 823 AND DEED BOOK 85-P AT PAGE 96; AND ANY AND ALL ADDITIONAL RESTRICTIONS, ADDITIONS AND AMENDMENTS OF RECORD.

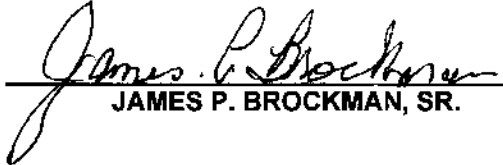
This property is further conveyed subject to all other restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plat(s) or on the premises.

Together with all and singular the rights, members, hereditament and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee(s) and the Grantee's(s) heirs or successors and assigns, forever. And, the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantors(s)' successors or assigns to warrant and forever defend all and singular said premises unto the Grantee(s) and the Grantee(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

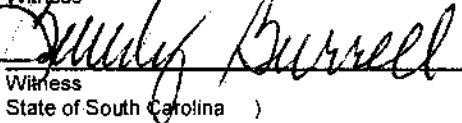
Witness the Grantor's Hand and Seal this 7th day of November 2013



Witness



JAMES P. BROCKMAN, SR.




Witness
State of South Carolina)

Acknowledgement

County of Greenville)

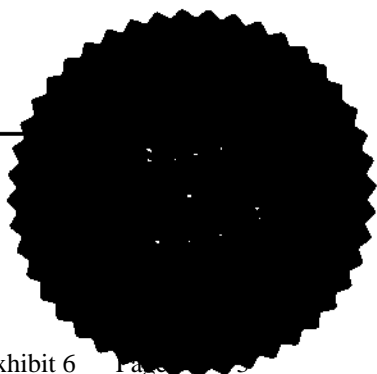
I, Tammy S. Hill, a Notary Public for the State of South Carolina, do hereby certify that James P. Brockman, Sr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of November 2013.



Notary Public for South Carolina
My Commission expires: 7/10/17

DEE-2013-52354
Recorded 1 Pages on 11/13/2013 4:10:04 PM
Recording Fee: \$10.00 Documentary Stamps: \$212.75
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Eate, Register



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that JAMES P. BROCKMAN, SR.,

in consideration of SIXTY THOUSAND, NINE HUNDRED & NO/100 (\$60,900.00) DOLLARS,

in receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto MARSHALLA M. SCHILE, HER HEIRS AND ASSIGNS FOREVER:

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being known and designated as LOT NO. 7 CHANDELLE, SECTION 1, as shown on plat entitled "Closing Survey for Marshalla Schile" prepared by Huskey & Huskey, Inc. August 6, 2012, which plat is recorded in the Office of the Register of Deeds for Spartanburg County, SC, in Book 166 at Page 901, said lot having such metes and bounds as shown thereon.

This being the a portion of the property conveyed unto the grantor herein by deed from Granny Peach Associates recorded July 10, 1989, in the Office of the Register of Deeds for Spartanburg County, SC, in Deed Book 55-P, at Page 224.

This property is subject to the Restrictions as recorded in Deed Book 67-A at Page 583, including any amendments thereto, recorded in the Office of the Register of Deeds for Spartanburg County, SC. Further, made subject to all other restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plat(s) or on the premises.

Grantee's Address: 955 Rochester Highway, Seneca, SC 29678

Tax Map No. P/O 4-01-00-005.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's heirs or successors and assigns, forever. And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee and the grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DEE-2012-54624
Recorded 2 Pages on 12/13/2012 10:54:33 AM
Recording Fee: \$10.00 Documentary Stamps: \$225.70
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



WITNESS the grantor's hand and seal this 7th day of December, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

John R Stewart Jr
~~JOHN R STEWART JR~~
Witness

James P. Brockman (SEAL)
JAMES P. BROCKMAN, SR.

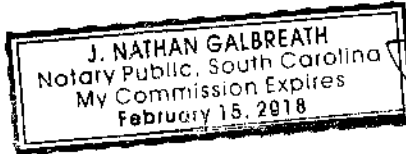
Nathan Galbreath
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, J. Nathan Galbreath, a Notary Public in and for the County and State aforesaid, certify that James P. Brockman, Sr., personally appeared before me this day and acknowledged the execution of the foregoing instrument by him.

Witness my hand and official stamp or seal this 7th day of December, 2012.



Nathan Galbreath (SEAL)
Notary Public for the State of SC
My Commission Expires: 2/15/2018

RE_RECORDING TO CORRECT GRANTEE LANGUAGE

Mailing address: 208 Morgan Court, Greer, SC 29651

STATE OF SOUTH CAROLINA) Tax Map P/O 4-05-00-038.30 & 4-01-00-005.00

TITLE TO REAL ESTATE

COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that JAMES P. BROCKMAN, SR. in consideration of FIFTY SEVEN THOUSAND DOLLARS AND NO/100S, (\$57,000.00) the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does grant, bargain, sell and release unto,

THOMAS W. SANIEWSKI AND LINDA L. SANIEWSKI AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

*AND NOT AS TENANTS IN COMMON

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, approximately four miles southwest of Reidville, on the northerly side of Vista Pointe Drive, being shown and designated as 1.13 acres, more or less as shown upon plat and survey entitled, "CLOSING SURVEY FOR THOMAS W. SANIEWSKI AND LINDA L. SANIEWSKI" said plat prepared by Huskey & Huskey, Inc., PLS, dated April 27, 2006, and recorded in the ROD Office for Spartanburg County in Plat Book 159 at Page 772. Reference being made to said plat for a more complete description.

This being a portion of the same property as conveyed to James P. Brockman by deed of CSC Developers, LLC recorded July 8, 2004 in the ROD Office for Spartanburg County in Deed Book 80-S at Page 636; and by deed of Granny Peach Associates recorded July 10, 1989 in said ROD Office in Deed Book 55-P at Page 224.

THIS PROPERTY IS SUBJECT TO THE RESTRICTIONS AS RECORDED IN DEED BOOK 67-A AT PAGE 583, WITH AMENDMENTS RECORDED IN DEED BOOK 72- G AT PAGES 841 AND 843, DEED BOOK 81-Y AT PAGE 823 AND DEED BOOK 85-P AT PAGE 96.

This property is further conveyed subject to all other restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plat(s) or on the premises.

Together with all and singular the rights, members, hereditament and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee(s) and the Grantee's(s') heirs or successors and assigns, forever. And, the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantors(s') successors or assigns to warrant and forever defend all and singular said premises unto the Grantee(s) and the Grantee(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the Grantor's Hand and Seal this 25th day of May 2006

Witness: [Signature]
[Signature]
Witness

State of South Carolina)
County of Greenville)

[Signature]
JAMES P. BROCKMAN, SR.

Acknowledger

DEE-2009-31531
Recorded 3 Pages on 7/29/2009 3:55:38 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



I, Tammy S. Hill, a Notary Public for the State of South Carolina, do hereby certify that James P. Brockman, Sr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of May 2006.

[Signature]
Notary Public for South Carolina
My Commission expires: August 15, 2007

DEE-2006-28719
Recorded 1 Pages on 5/30/2006 2:10:26 PM
Recording Fee: \$10.00 Documentary Stamps: \$210.90
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



001946 PG 175

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg

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 208 Morgan Court Greer, SC 29651 bearing Spartanburg County Tax Map Number 4-05-06-038.30, was transferred by James P. Brockman, sr to Thomas W + Linda L Schewski on 5-25-2006

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) exempt from the deed recording fee because (See Information section of affidavit): Correcting Grantee language

(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 A 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: Real Estate Attorney

2022 09 06 08 17 b

9. I 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.

[Signature]
Responsible Person Connected with the Transaction

Tammy S. Hill, Attorney
Print or Type Name Here

SWORN to before me this 22
day of July, 2009

[Signature]
Notary Public for S.C.

My Commission Expires: 3-16-2017

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. A 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 quit claim 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 quit claim 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.

Blk. Map No. P/O 4-01-00-005.00

Address of Grantee: *408 Willowbrook & Spartanburg, SC 29701*

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That James P. Brockman, Sr., in consideration of Forty Seven Thousand Nine Hundred and 00/100, (\$ 47,900.00), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Philip S. Shoemaker and Janet H. Shoemaker their, heirs and assigns:

All that certain piece, parcel or lot of land situate, lying and being in the County of Spartanburg, State of South Carolina, Reidville Community, being shown and designated as Lot 9, Chandelle Estates containing 0.94 acre on a plat prepared by Huskey and Huskey, Inc. Professional Land Surveyors, for Philip S. Shoemaker and Janet H. Shoemaker dated May 24, 2004 recorded May 27, 2004 in Plat Book 156, Page 152, ROD Office for Spartanburg County, SC.

This being a portion of the property conveyed to James P. Brockman, Sr. by deed of Granny Peach Association, dated July 10, 1989 in Deed Book 55-P, Page 224, ROD Office for Spartanburg County, SC

This property is conveyed subject to Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 67-A, Page 583, ROD Office for Spartanburg County.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; **TO HAVE AND TO HOLD ALL** and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and easements of record, if any.

DEE-2004-27871
Recorded 2 Pages on 6/1/2004 1:34:03 PM
Recording Fee: \$10.00 Documentary Stamps: \$177.60
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



PAGE TWO-TITLE TO REAL ESTATE

WITNESS the grantor's(s) hand(s) and seal(s) this 28th day of May, 2004.

SIGNED, sealed and delivered
in the presence of:

[Signature]
[Signature]

James P. Brockman, Sr. (SEAL)
_____ (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

ACKNOWLEDGEMENT

I, Billy C. Terry, a Notary Public of the
County and State aforesaid, certify that the within-named Grantor(s),
personally appeared before me this day and acknowledged the execution
of the foregoing instrument. Witness my hand and official stamp or
seal this 28th day of May, 2004.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2-24-2007

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CQP4201854

2

DEE-2004-35065
Recorded 2 Pages on 7/8/2004 9:44:40 AM
Recording Fee: \$10.00 Documentary Stamps: \$207.20
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



DEED 0--S PG 639

ress of Grantee:

731 SANDY Point h
West Palm Beach FL
33410

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, JAMES P. BROCKMAN, SR., in consideration of FIFTY-FIVE THOUSAND NINE HUNDRED AND NO/100, (\$55,900.00), the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto:

ROBERT O. WOODS AND DENISE WOODS, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent remainder and right of reversion, the following described property:

All that certain piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State and County aforesaid, being shown and designated as Lot No. 10, containing 1.34 acres, more or less, Chandelle Estates, on a plat prepared for Robert O. Woods and Denise Woods by Huskey & Huskey, Inc., PLS, dated and recorded June 10, 2004, in Plat Book 156 at page 229, Register of Deeds for Spartanburg County, South Carolina.

This is the same property conveyed to the grantor herein by deed of Granny Peach Association dated July 10, 1989, recorded in Deed Book 55-P at page 224, Register of Deeds for Spartanburg County, South Carolina. Also see deed from CSC Developers, LLC, to be recorded herewith.

Block Map #4-01-00-005.00

This property is conveyed subject to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), for and during their joint lives and upon the death of either of them, then to the survivor of them, and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

WITNESS the grantor's(s') hand(s) and seal(s) this 7th day of July, 2004.

SIGNED, sealed and delivered in the presence of:

Marilyn N. Berry

James P. Brockman
JAMES P. BROCKMAN, SR.

George Brantley

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the witness above named and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed, deliver the within written deed and that (s)he with the other witness above named witnessed the execution thereof.

Marilyn N. Berry

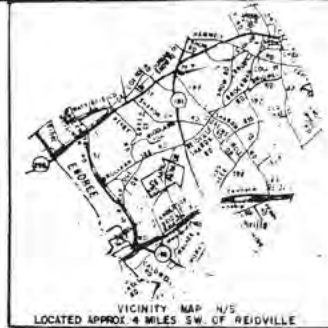
SWORN to and subscribed before me
this 7th day of July, 2004.

George Brantley
Notary Public for South Carolina

My Commission Expires: 12-1-13

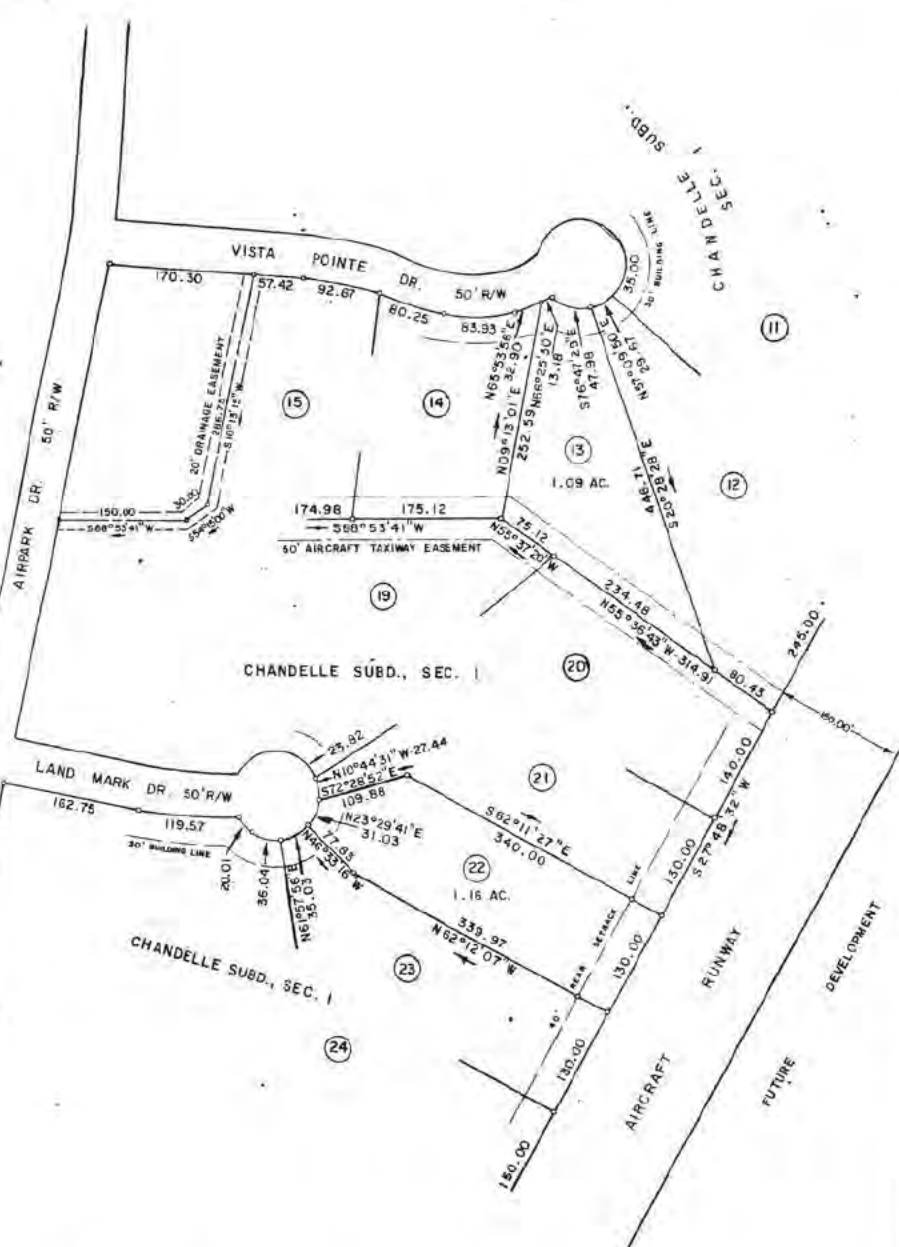
EXHIBIT 7

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED IN THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1:7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP AUGUST 1984.



PLAT-142 PG 376

RECORDED
98 SEP - 1 11 0:44
SPARTANBURG, S.C.



NOTE:

1/2" REBAR SET ON ALL CORNERS.
1/2" REBAR SET ALONG 40' REAR
SETBACK LINE ON LOT 22.

BEARINGS AND DISTANCES ALONG
CURVES AND CUL-DE-SAC ARE
CHORDS.

A 5' EASEMENT IS RESERVED ON
ALL REAR AND SIDE LOT LINES
FOR DRAINAGE AND UTILITIES, UN-
LESS OTHERWISE SHOWN.

ALL AIRCRAFT/TAXI EASEMENTS
SHOWN HEREON ARE FOR THE
PRIVATE USE OF PROPERTY OWNERS
AND THEIR GUESTS OF CHANDELLE
SUBD. SPARTANBURG COUNTY BEARS
NO OWNERSHIP, MAINTENANCE RE-
SPONSIBILITY OR LEGAL LIABILITY
FOR SAID EASEMENTS. FURTHER, A
HOMEOWNERS ASSOCIATION SHALL
BE FORMED AND BEAR THE RE-
SPONSIBILITY FOR PERPETUAL EASE-
MENTS AND SAID RUNWAYS PRIOR TO
THE ISSUANCE OF FINAL PLAT
APPROVAL.

CERTIFICATE OF APPROVAL FOR RECORDING

I, THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION PLAT HEREON CON-
FORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG
COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIAN-
CES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY
PLANNING AND DEVELOPMENT COMMISSION AND THAT IT HAS BEEN AP-
PROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK OF
MESSE CONVEYANCE

AUG 27 1998

Ernest J. Price, Jr.
CLERK, SECRETARY OF PLANNING DIRECTOR
SPARTANBURG COUNTY PLANNING AND DEVELOPMENT COMMISSION

CERTIFICATE OF ACCURATE SURVEY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS
1/7500 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE
D.M.D. METHOD OF AREA CALCULATION.

REFERENCE: DEED BOOK _____ PAGE _____
PLAT BOOK _____ PAGE _____
BLOCK MAP 4-05-06 P/5 38-00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG
COUNTY SUBDIVISION REGULATIONS

JULY 8, 1998
DATE

4785
S.T. REGISTRATION NO.

B.E. Huskey
LICENSED PROFESSIONAL LAND SURVEYOR

97-06-30 97630 B E W
FIELD BOOK JOB NO. CKD. BY

NAME OF SUBDIVISION

CHANDELLE

SECTION OR SUB SECTION

SECTION I-A

OWNER(S)/DEVELOPER(S)

CSC DEVELOPERS
900 AIRPARK DR.
GREER, SC 29615

SURVEYOR

HUSKEY & HUSKEY, INC
2855 CHESNEE HWY
SPARTANBURG, SC 29507

ENGINEER

THE MUTT CORP.
6505 REIDVILLE RD.
MOORE, SC 29569

NUMBER OF ACRES 2.25 MILES OF NEW ROAD 0

NUMBER OF LOTS 2 DATE JULY 8, 1998 REVISED

SCALE

PLAIN P/FF 00246

Exhibit 7 Page 1 of 1

CERTIFICATE OF OWNERSHIP
DEDICATION & GRANT

I (WE) THE UNDERSIGNED AS OWNER(S) OF THIS PROPERTY DO HEREBY
ADAPT THIS PLAT, OF MY(OUR) FREE CONSENT. I (WE) HEREBY OFFER FOR
DEDICATION THE PUBLIC ROADS, OF MY(OUR) FREE CONSENT. I (WE) HEREBY
OFFER FOR DEDICATION THE PUBLIC ROADS, EASEMENTS, AND STREETS
RIGHT-OF-WAYS OF THIS SUBDIVISION AND ESTABLISH MINIMUM SETBACK
RESTRICTIONS AS INDICATED ON THIS PLAT. PROVIDED THIS PLAT IS RE-
CORDED AS REQUIRED BY SECTION 4, E. T.

Aug 27, 98 _____
_____ _____
_____ _____

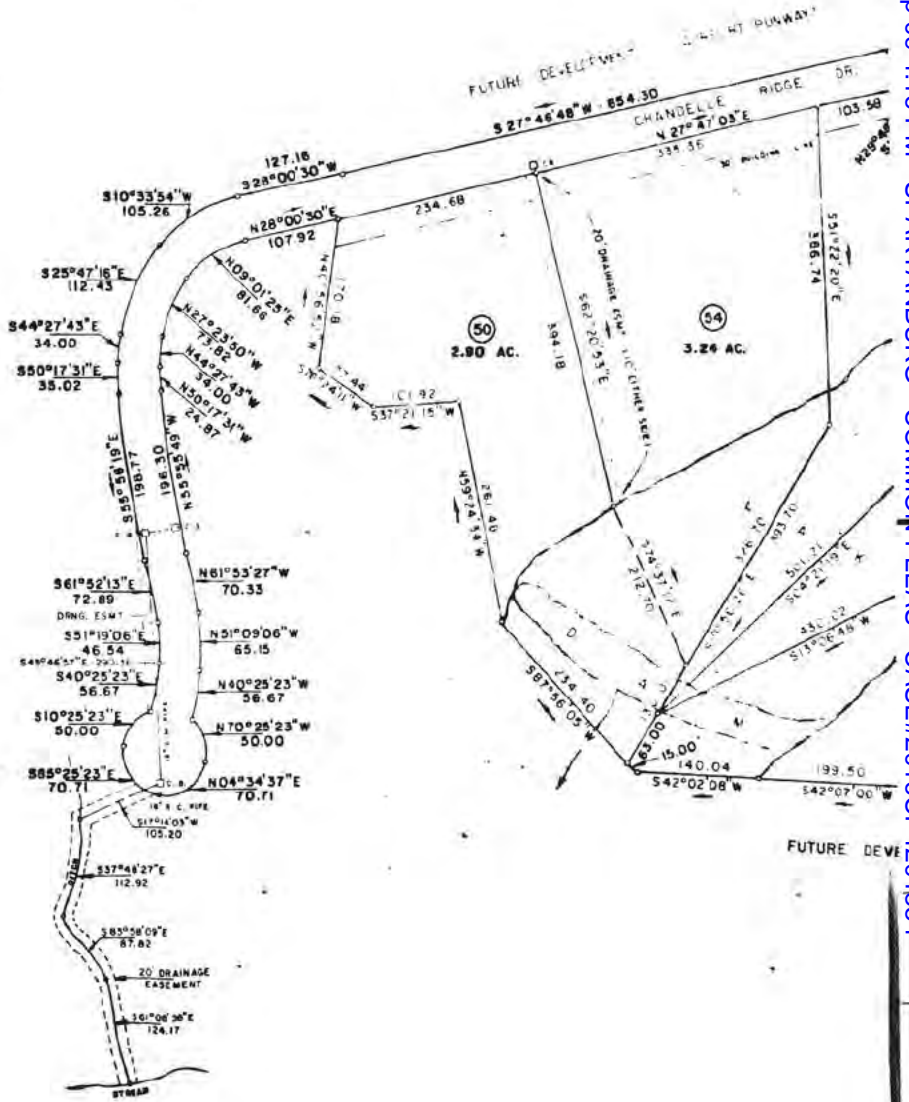
ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG, COMMON PLEAS - CASE#2016CP4201834

EXHIBIT 8

THE ROAD RIGHT-OF-WAY EASEMENTS SHOWN ON THIS PLAT SHALL BE PRIVATE ROADS, NOT OWNED, MAINTAINED OR SUPERVISED BY SPARTANBURG COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY SPARTANBURG COUNTY.

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

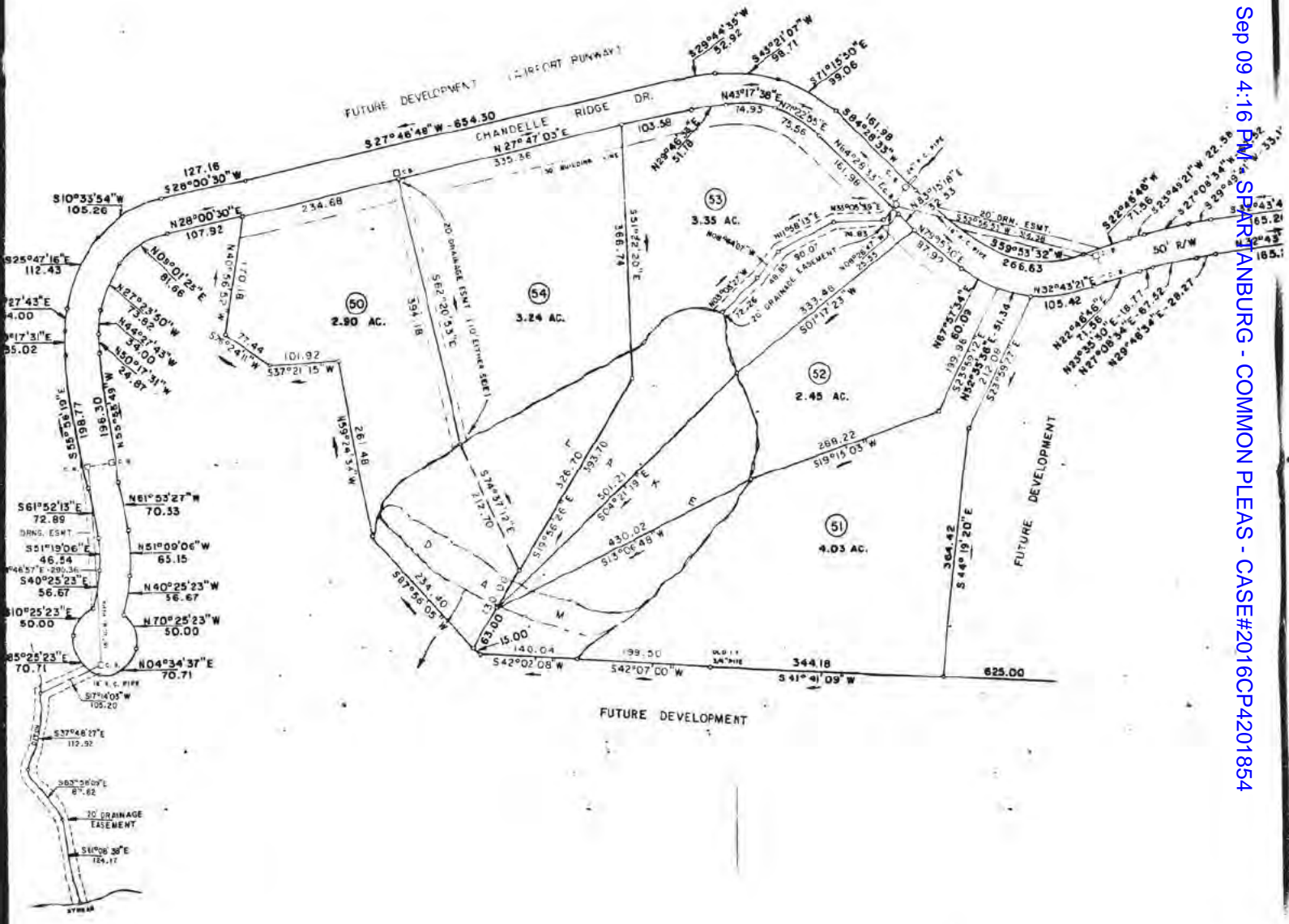
PLAT - 149 P 064
00 NOV - 8 AM 11:03
S.M.C.
SPARTANBURG, S.C.



HEREBY
ACCEPTED
SUBJECT
TO ALL
THE
OF
THE
PLAT
BOOK
PAGE
NO.
DATE
FILED

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM S. PARRANBURG - COMMON PLEAS - CASE#2016CP4201854

ON THIS PLAT SHALL
OR SUPERVISED BY
D PURSUANT TO ANY
BURG COUNTY.



CERTIFICATE
I, THE UNDERSIGNED,
FORMS TO THE DESIGN
COUNTY SUBDIVISION
VARIANCE, IF ANY, BY
COUNTY PLANNING AT
APPROVED FOR RECORD
MESSE CONVEYANCE.

3.11.99

CERTIFIC
HEREBY CERTIFY THAT
17, 1500, AS SHOWN
C. M. D. METHOD OF A
REFERENCE DEED &
PLAT B
BLOCK
THAT THIS PLAT WAS
COUNTY SUBDIVISION

DEC 22 1998
DATE
4788
S. C. REG. CL.

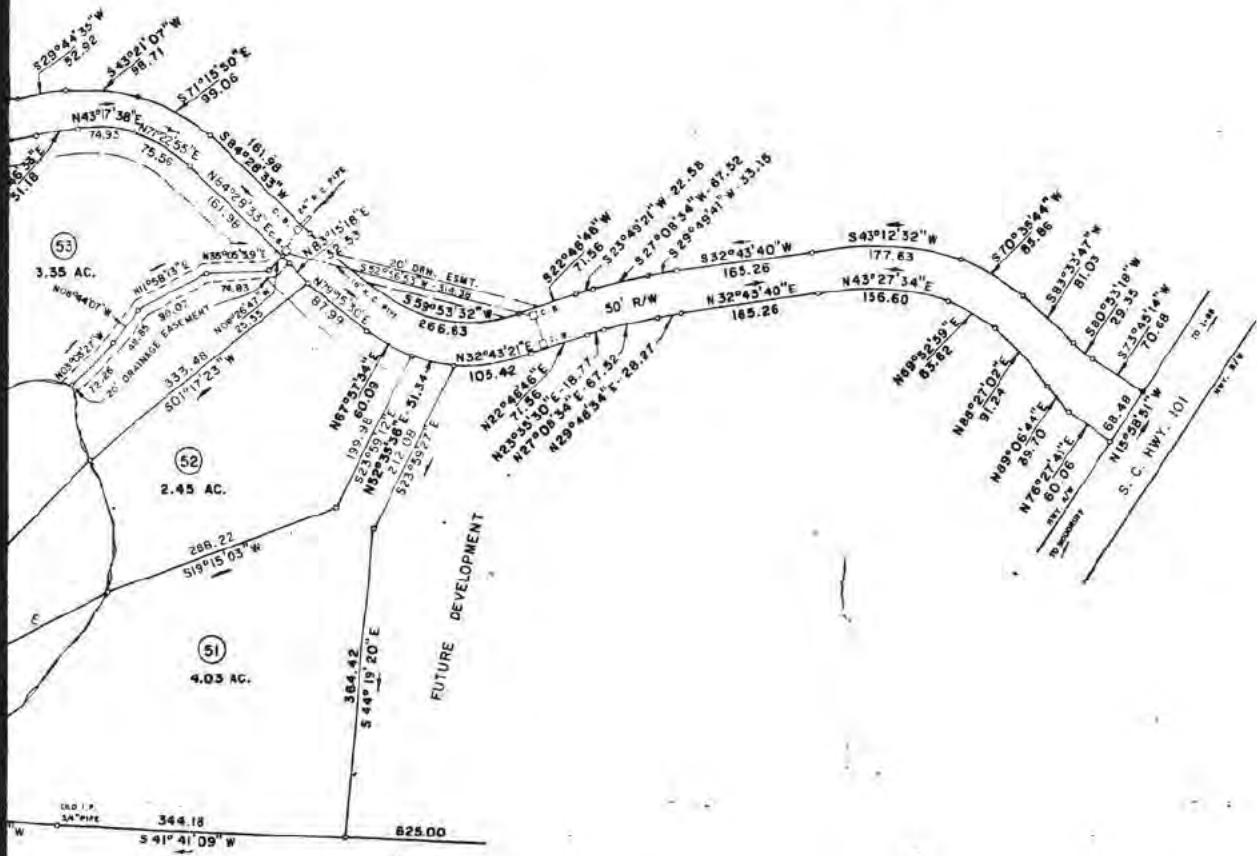
HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED IN THE BUILDING CODE OR WILL BE SHOWN HEREON (DO NOT ENCLOSE IT) IN THE ADJACENT PROPERTY ENCLIP AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1:500 AS SHOWN HEREON AND THAT THE METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS A PORTION OF PLAT 2000-18079, THE SURVEY OF THE PARCELS OF LAND BELONGING TO THE FLOOD INSURANCE MAP, AUGUST 1988.

1119PC 1224110900800 620.00 +

0778

PLAINTIFF 002500

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854



DEVELOPMENT

Woodruff 29388

LOT	ADDRESS
50	525
51	183
52	193
53	203
54	213

CERTIFICATE OF APPROVAL FOR RECORDING

I, THE UNDERSIGNED CERTIFY THAT THE SUBDIVISION PLAT HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCE, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING AND DEVELOPMENT COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF MESNE CONVEYANCE.

3.11.99

Ernest J. Prince

CHAIRMAN, SECRETARY OF PLANNING DIRECTOR
SPARTANBURG COUNTY PLANNING & DEVELOPMENT COMM.

JOB NO. 98519 FIELD BK. 36-5-19 FIELD CHIEF R. E. H. DRW. BY L. B. W.

CHANDELLE

SECTION OR PHASE
SEC. 2A

OWNER(S) / DEVELOPER(S)
CSC
400 AIRPARK DR.
GREER, S. C. 29615

SURVEYOR HUSKEY & HUSKEY, INC. 2933 CHESNEY HWY. SPARTANBURG, S. C. 29307	ENGINEER THE HUTT CORP. 6808 REIDVILLE RD. MOORE, S. C. 29569
--	--

NUMBER OF ACRES 15.97 MILES OF NEW ROAD 0.36

NUMBER OF LOTS 5 DATE DEC. 22, 1998 REVISED _____

SCALE 1" = 100'

PLAT FILE # 00254

CERTIFICATE OF ACCURATE SURVEY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/2500 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE D. M. D. METHOD OF AREA CALCULATION.

REFERENCE: DEED BOOK _____ PP _____
PLAT BOOK _____ PP _____
BLOCK MAP _____ S. D. _____

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY SUBDIVISION REGULATIONS.

DEC 22 1998
DATE

4785 0779
S. C. REG. NO.

B. E. Hutt
PROFESSIONAL REGISTERED
LAND SURVEYOR

HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDINGS, WALLS, SHOWN, BLUE IN THIS SURVEY, ON THE ADJACENT PROPERTY EXCEPT AS SHOWN, I HEREBY STATE, THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/2500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D. M. D. METHOD OF CALCULATION OR BY COMPUTER. (THIS PROPERTY, A PORTION OF THIS PROPERTY, IS NOT IN A FLOOD HAZARD AREA AS DETERMINED BY THE FLOOD INSURANCE MAP AUGUST 1984)

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
FOR THE SEVENTH JUDICIAL CIRCUIT
C/A No: 2016-CP-42-01854

Chandelle Property Owners Association,

Plaintiff,

vs.

James Douglas Armstrong, Jane Armstrong, Emma Jean Brockman as the Personal Representative of the Estate of James P. Brockman, Sr., Kenneth L. Galloway, Molly C. Galloway, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as trustee of the Greer R.G. Irrevocable Property Trust, dated October 25, 2006, and also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,

Defendants.

James Douglas Armstrong and Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne and Ruth G. Payne,

Third-Party Plaintiffs,

v.

Billy J. Israel, Bruce R. Goldberg, Cindy R. Goldberg and George Lynn Fleming in their personal and official capacities,

Third-Party Defendants.

**CONTINUATION OF FILING OF
EXHIBITS TO MEMORANDUM IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT
AGAINST JAMES DOUGLAS
ARMSTRONG, JANE ARMSTRONG,
WARREN JOHNSON, RHONDA
JOHNSON, JOHN K. PAYNE, RUTH G.
PAYNE, AND JANE VAN WIEREN AS
TRUSTEE OF THE GREER R.G.
IRREVOCABLE PROPERTY TRUST,
DATED OCTOBER 25, 2006**

018771.00006

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Respectfully submitted,

s/ Ely O. Grote

Ely O. Grote, SC Bar No. 75379

D. Ryan McCabe, SC Bar No. 16977

MCCABE, TROTTER & BEVERLY, PC

4500 Fort Jackson Blvd., Suite 250

Columbia, South Carolina 29209

Phone: (803) 724-5000 Fax: (803) 724-5001

Email: Ely.Grote@mccabetrotter.com;

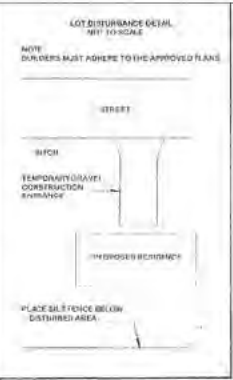
Ryan.McCabe@mccabetrotter.com

**ATTORNEYS FOR CHANDELLE PROPERTY
OWNERS ASSOCIATION**

September 9, 2022
Columbia, South Carolina

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

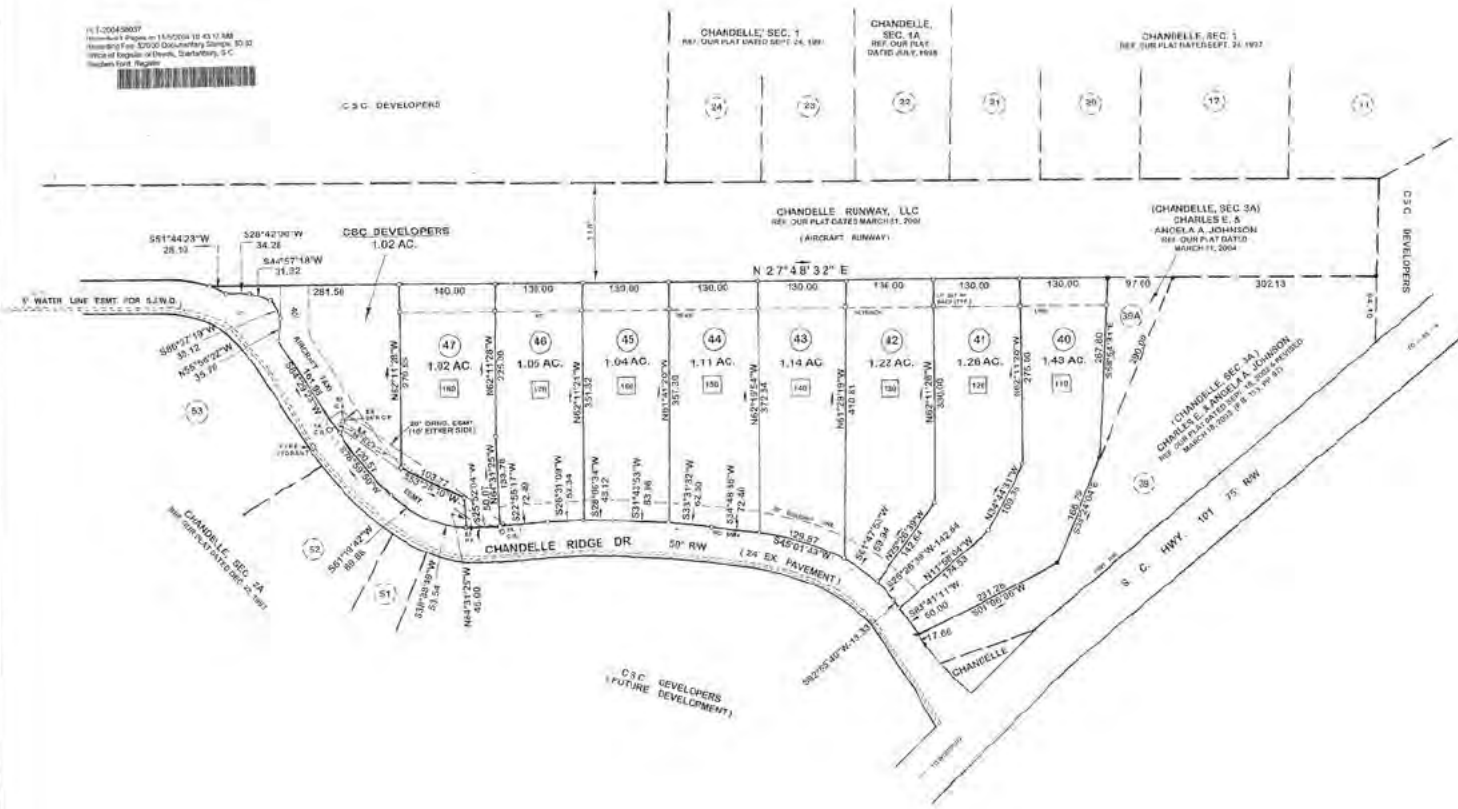
EXHIBIT 10



COMMUNITY
WOODRUFF
ZIP CODE
29389

PLAT 20040007
Submitted 8/26/2004 11:22:59 AM
Number of Pgs: 52/500 Data Entry Stamp: 30/30
Project of Register of Deeds, Spartanburg, S.C.
Hidden Text Register

CSC DEVELOPERS



NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
PROPERTY SUBJECT TO EASEMENTS OF RECORD.
UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
ADDRESS LOCATED IN BOX ON EACH LOT.
BEARINGS AND DISTANCES ALONG CURVES OR CUL-DE-SACS ARE CHORDS.
A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
REBAR SET ON ALL CORNERS, UNLESS NOTED.
DENOTES 6/8" REBAR ON CORNER.
BUILDING LINES (FROM PROPERTY LINES)
FRONT - 30.00'
REAR - 40.00'
SIDE - 7.50'

REF. PLAT FOR CSC DEVELOPERS BY THIS OFFICE DATED MARCH 31, 2004.

LEGEND

C.B. - CATCH BASIN
R.B. - REBAR
I.P. - IRON PIPE
R/W - RIGHT OF WAY
R.C.P. - REINFORCED CONCRETE PIPE
EX - EXISTING
TYP - TYPICAL
P.P. - POWER POLE

DRNG - DRAINAGE
ESMT - EASEMENT
RD - ROAD
HWY - HIGHWAY

CERTIFICATE OF SUBDIVISION/ LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

NOV 05 2004
DATE

Erin J. Price
CHIEF CLERK, SECRETARY OF PLANNING DIRECTOR SPARTANBURG COUNTY PLANNING COMMISSION

CERTIFICATE OF ACCURATE SURVEY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/1000 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY THE D.M.D. METHOD OF AREA CALCULATION.
REFERENCE: DEED BOOK 691 PP 296
PLAT BOOK _____
BLOCK MAP 4-05-00 - P1038.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

SEPTEMBER 16, 2004
DATE

James H. ...
PROFESSIONAL REGISTERED LAND SURVEYOR

S.C. REG. NO. _____

I HEREBY STATE, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS I SURVEY AS SPECIFIED. THE BUILDINGS OR WALLS SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/1000 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY FLOOD INSURANCE MAP, AUGUST 1985.

OWNER: CSC DEVELOPERS
NAME OF SUBDIVISION

CHANDELLE
SECTION 3

SPARTANBURG COUNTY - SOUTH CAROLINA
OWNER/DEVELOPER
CSC DEVELOPERS
800 AIR PARK DR
ORLEANS, SC 29681
PHONE 877-2121

SURVEYOR ENGINEER
HUSKEY & HUSKEY, INC.
2931 CHERRY HWY
SPARTANBURG, SC 29307
PHONE 278-6531

NUMBER OF ACRES ... MILES OF NEW ROAD ...
NUMBER OF LOTS ... DATE ... REVISION ...

PLAINTIFF 00257
SCALE 1" = 400'

REVISIONS BOX	
DATE	REVISIONS

FINAL PLAT 0783

EXHIBIT 11

DEED 81 -- Y PG 823

STATE OF SOUTH CAROLINA) AMENDMENTS TO COVENANTS,
COUNTY OF SPARTANBURG) CONDITIONS AND RESTRICTIONS
OF CHANDELE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following sentence is deleted: "NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg County, South Carolina is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and replaced with the following sentence: "NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 1 through 26 on the Chandelle Subdivision Section 1 plat dated September 24, 1997 by Huskey & Huskey, Inc. for Spartanburg, County, South Carolina as they are recorded, Chandelle Section 1-A plat recorded September 1, 1998 in Plat Book 142 page 376, Lot 39 Section 3a recorded September 26, 2002 in Plat Book 153 page 097, Lot 39a and Lots 40 through 47 on Chandelle Section 3 plat recorded November 5, 2004 in Plat Book 156 page 982 is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article VIII

8.1 – The following paragraph is deleted: "No house or building may be constructed within 75 feet of the centerline of any designated street or within 75 feet of the taxiway or runway boundary. On lots 1-20, 24-28, and 32-34 the building setback is 35 feet from the centerline of the 50 feet easement established along the rear and side lot lines as shown on the plat. For all lots the setback line is 10 feet from any side lot line for hangars and other freestanding buildings and 25 feet from any side lot lines for houses. All buildings, including houses, must be setback 35 feet from any rear lot line. A 75 foot clear zone easement shall be established along all lot lines facing runways or taxiways where no

DEE-2004-66879
Recorded 2 Pages on 12/28/2004 2:50:36 PM
Recording Fee \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON FILES - CASE#2016CP4201854

DEED081--Y PG 824

aircraft may be parked; no trees or other obstacles are allowed in this area. A 5 feet easement along all sides of all lots and along all sides adjoining any designated street are reserved for underground utility and or drainage purposes. The established setbacks may be varied by the ACC following prescribed methods”, and replaced with the following paragraph: “No house or building including hangars may be constructed within 75 feet of the centerline of any designated street, within thirty-five feet of the centerline of all 50 foot wide taxi easements, and within 100 feet of the runway boundary. In addition, the building set back for side and rear lot lines for homes is 15 feet and 10 feet for all other buildings. A 75-foot clear zone easement is established on all lots that touch the runway where no aircraft may be parked and no trees, plants or other obstacles are allowed above ground level. A 5-foot easement is reserved for underground utilities and/or drainage purposes along all sides of any lot and along any side that adjoins any designated street. The established setbacks may be varied by the ACC following prescribed methods.”

WITNESSES:

James E. Ma--

Marilyn N. Berry

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

CSC DEVELOPERS, LLC

By John R. Steer

By Doug E. Cobb

)
) PROBATE
)

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named CSC DEVELOPERS, seal and as their act and deed deliver the within Amendments, and that (s)he with the other witness subscribed above witnessed the execution thereof.

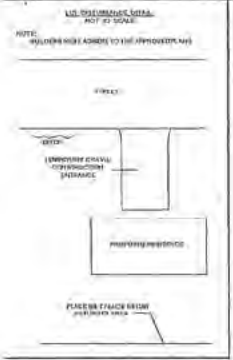
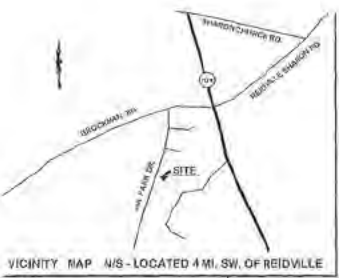
James E. Ma--

SWORN to before me this
28th day of December 2004.

Marilyn N. Berry (SEAL)
Notary Public for South Carolina
My Commission Expires: 12/05/2005.

EXHIBIT 12

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854



COMMUNITY
GREER

ZIP CODE
29651

NOTES

- NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
- PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
- UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
- NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
- PLAT NOT VALID WITHOUT RAISED SEAL.
- ADDRESS LOCATED IN BOX ON EACH LOT.
- A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
- 10° REBAR SET ON CORNERS, UNLESS NOTED.
- BUILDING LINES (from property lines), IF APPLICABLE:
FRONT - 30.00' (lot 37) 20.00' (lot 33)
REAR - 20.00' (lot 37) 40.00' (lot 33)
SIDE - 7.30' (except where affected by 25' aircraft taxi easmt.)
- LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND WELLS.

LEGEND

- C.B. - CATCH BASIN
- EX. - EXISTING
- F.H. - FIRE HYDRANT
- I.P. - IRON PIN
- P.V.M.T. - PAVEMENT
- P.P. - POWER POLE
- R.W. - RIGHT-OF-WAY
- R.C.P. - REINFORCED CONCRETE PIPE



PLT-2005-5088
Recorded 1 Page on 11/1/2005 1:16:47 PM
Recording Fee \$1000 Documentary Stamps, \$000
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

SUMMARY PLAT

CERTIFICATE OF SUBDIVISION/ LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

NOV 01 2005
DATE

Erin J. Price
CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

JOB NO. 1 301552 FIELD BK. 5-015-52 FIELD CHIEF: T.E.H. DRAWN BY: S.M.D. CKD BY: T.E.H.

SPARTANBURG COUNTY
RECEIVED
OCT 20 2005
PLANNING DEPARTMENT

NAME OF SUBDIVISION
CHANDELLE
SECTION 4

A MINOR RESIDENTIAL SUBDIVISION
SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER
CSC DEVELOPERS
189 AIR PARK DR.
GREER, SC 29651
PHONE 864-878-2125

SURVEYOR
HUSKEY & HUSKEY, INC.
7939 CHESHAM HWY
SPARTANBURG, SC 29107
PHONE 864-878-5671

NUMBER OF ACRES 2.83 MILES OF NEW ROAD 0
NUMBER OF LOTS 2 DATE OCTOBER 13, 2005 REVISED

SCALE 1" = 60'
PLAINTIFF-00259
Exhibit 12 Page 1 of 1

REVISIONS BOX	
DATE	REVISIONS

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE HELD SURVEY IS 1/7500' AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.
REFERENCE: DEED BOOK 51 T PP. 332, 351 PP. 280-281, 284 PP. 141
PLAT BOOK 95 PP. 250-251, 334 PP. 342
BLOCK MAP 4-05-00-39.05 & P/O 39.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

OCTOBER 13, 2005
DATE

0788006
S.C. REG. NO.



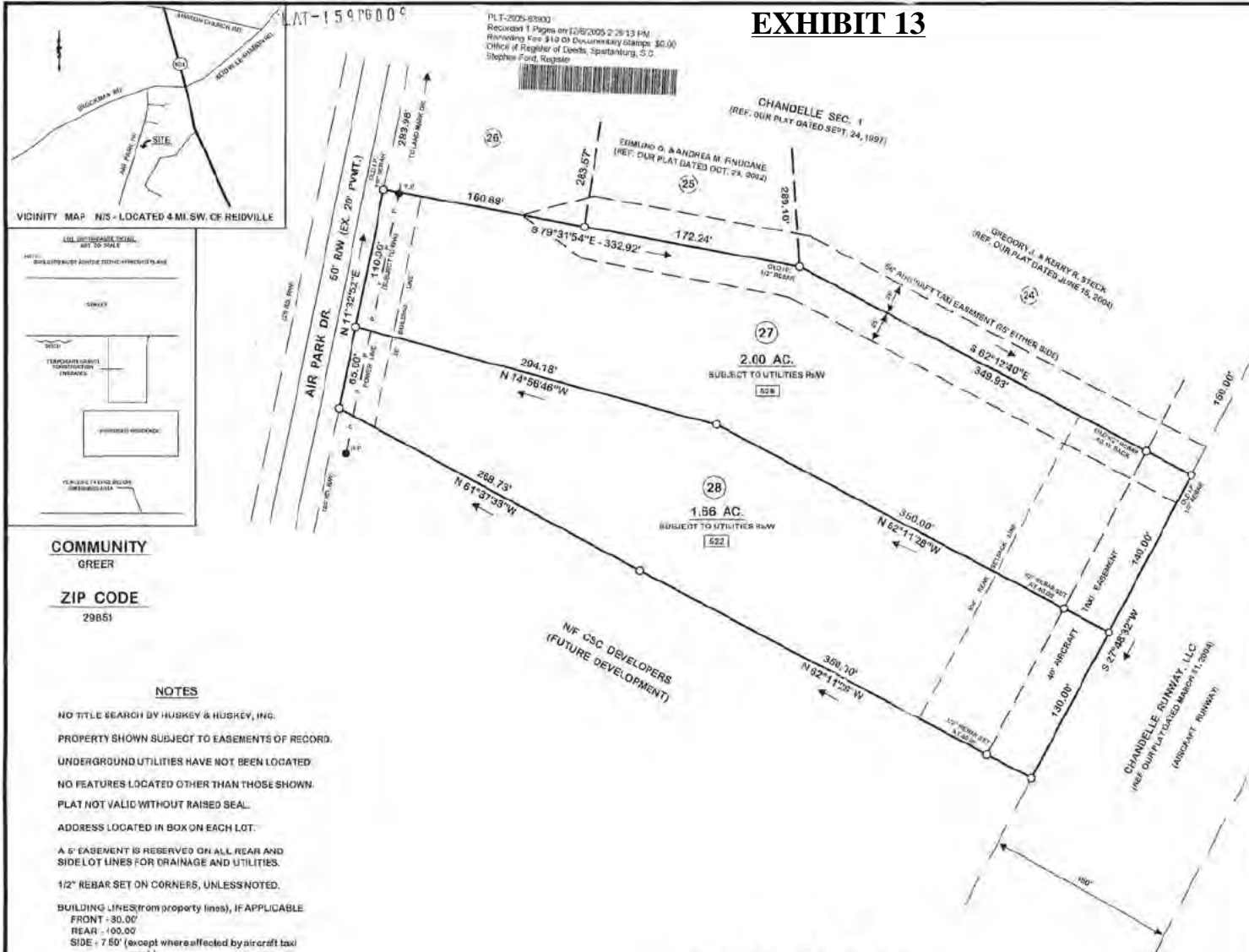
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.



ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE# 2016CP4201854

EXHIBIT 13

PLT-2005-03003
 Recorded 1 Page on 12/6/2005 2:28:13 PM
 Recording Fee \$10.00 Documentary Stamp \$0.00
 Office of Registrar of Deeds, Spartanburg, S.C.
 Stephen Ford, Registrar



SUMMARY PLAT

COMMUNITY
GREER

ZIP CODE
29651

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
 PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
 UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED
 NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
 PLAT NOT VALID WITHOUT RAISED SEAL.
 ADDRESS LOCATED IN BOX ON EACH LOT.

A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDELOT LINES FOR DRAINAGE AND UTILITIES.
 1/2" REBAR SET ON CORNERS, UNLESS NOTED.

BUILDING LINES (from property lines), IF APPLICABLE
 FRONT - 30.00'
 REAR - 100.00'
 SIDE - 7.50' (except where affected by aircraft taxi easmt.)

LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND WELLS.

**CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED BY THE RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

DEC 06 2005

Erin J. Prince
 CHAIRMAN, SECRETARY OR PLANNING DIRECTOR FOR SPARTANBURG COUNTY PLANNING COMMISSION

JOB NO. 501585 FIELD BK. 5-016-85 FIELD CHIEF: T. L. H. DRWN. BY: S. H. D. CKD. BY: T. E. H.

NAME OF SUBDIVISION
CHANDELLE

SECTION 7

A MINOR RESIDENTIAL SUBDIVISION

SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER
 CSC DEVELOPERS
 408 AIRPARK DR
 GREER, SC 29651
 PHONE 864-975-5124

SURVEYOR
 HUSKEY & HUSKEY, INC
 2055 CHERREE HWY.
 SPARTANBURG, SC 29307
 PHONE 864-975-5171

NUMBER OF ACRES 3.86 MILES OF NEW ROAD 0

NUMBER OF LOTS 2 DATE NOVEMBER 28, 2005 REVISED

REVISIONS BOX	
DATE	REVISIONS

LEGEND

EX - EXISTING
 L.P. - IRON PIN
 P.V.M.T. - PAVEMENT
 P.P. - POWER POLE
 R.D. - ROAD
 R/W - RIGHT-OF-WAY

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.
 REFERENCE: DEED BOOK 65 L. PF. 286 ; 55 L. PP. 529-531
 PLAT BOOK 134 PP. 342
 BLOCK MAP 4-05-00-P/O 38.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

NOVEMBER 28, 2005
 DATE

0787 19006
 S.C. REG. NO.

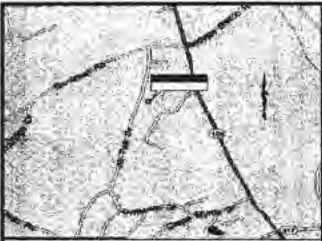
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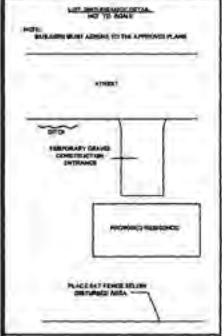
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EXHIBIT 14

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 Office of Registrar of Deeds, Spartanburg, S.C.
 Matthew Ford, Register

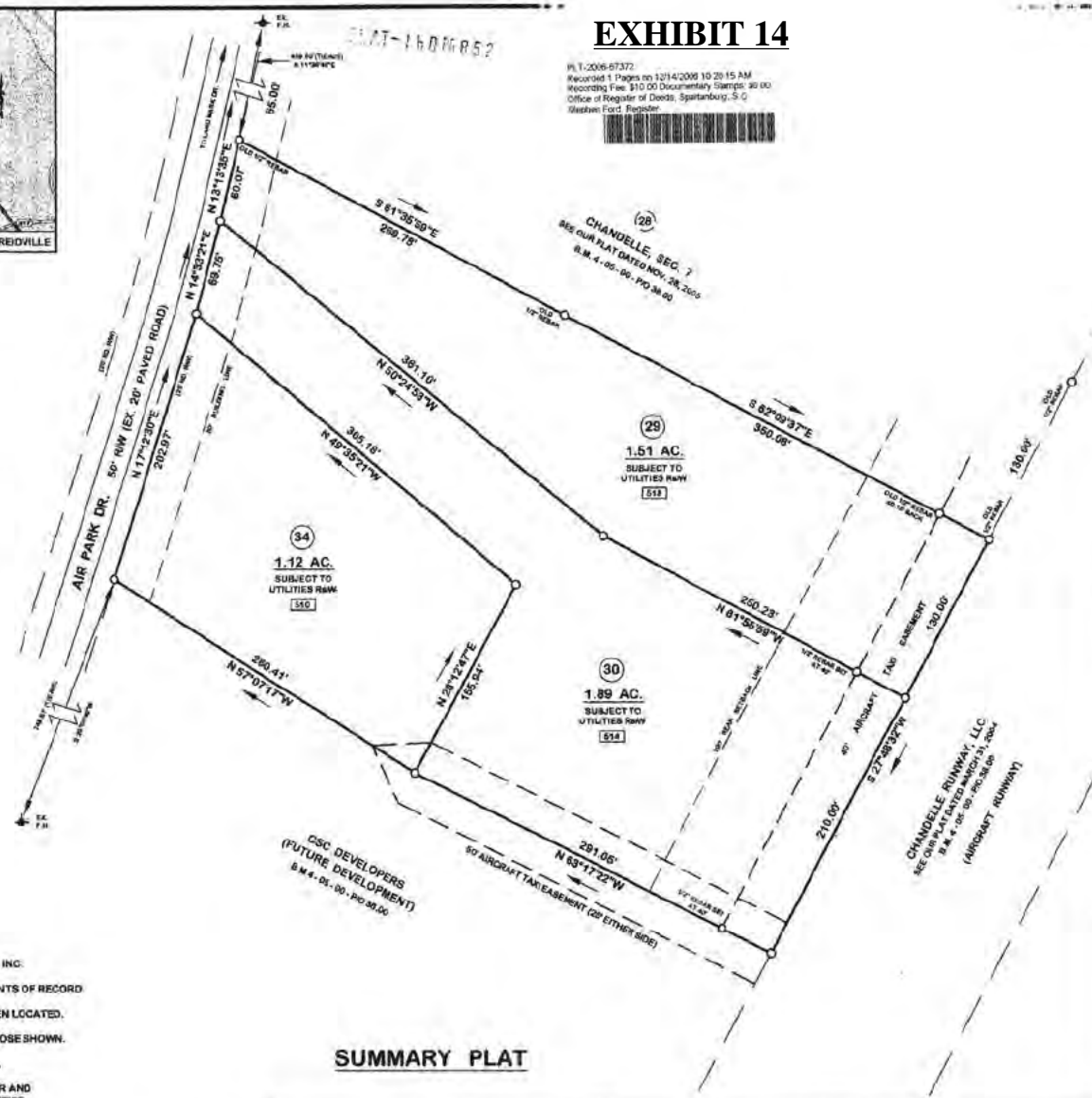


VICINITY MAP N/S - LOCATED 4 MI. SW. OF REIDVILLE



COMMUNITY
GREER

ZIP CODE
29651



SUMMARY PLAT

**CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

DATE: DEC 14 2006

CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

JOB NO: 50177	FIELD BK: 6-01-07	FIELD CHIEF: T. E. H.	DRWN BY: S. H. D.	PKG. BY: T. E. H.
NAME OF SUBDIVISION				
CHANDELLE				
SECTION 6				
A MINOR RESIDENTIAL SUBDIVISION				
SPARTANBURG COUNTY - SOUTH CAROLINA				
OWNER/DEVELOPER				
CSC DEVELOPERS 410 AIR PARK DR. CREECH, SC 29644 PH. (864) 377-2120				
SURVEYOR				
HUSKEY & HUSKEY, INC. 2839 CHEMISE HWY. SPARTANBURG, SC 29307 PH. (864) 781-3071, FAX (864) 781-1771 E-MAIL: huskeyplano@bellsouth.net				
NUMBER OF ACRES	4.52	MILES OF NEW ROAD	0	
NUMBER OF LOTS	3	DATE	AUGUST 1, 2006 REVISED	
SCALE 1" = 60'				

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NO FEATURES LOCATED OTHER THAN THOSE SHOWN.

ADDRESS LOCATED IN BOX ON EACH LOT.

A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.

1/2" REBAR SET ON CORNERS, UNLESS NOTED.

BUILDING LINES FROM PROPERTY LINES)
 FRONT - 30.00
 REAR - 100.00
 SIDE - 7.50' (except where affected by aircraft tax) (see L.)

LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND PUBLIC WATER BY S. J. W. D.

LEGEND

AC. - ACRES
 B.M. - BENCHMARK
 DR. - DRIVE
 EX. - EXISTING
 F.H. - FIRE HYDRANT
 RD. - ROAD
 RW - RIGHT-OF-WAY

REVISIONS	
DATE	DESCRIPTION
12-13-06	LOCATED 2 FIRE HYDRANTS

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.

REFERENCE: DEED-9890W - 05L PP. 230 - 05L PP. 529-531
 PLAT BOOK - 134 PP. 342
 BLOCK MAP - 4-05-00 - PG. 38,00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

AUGUST 1, 2006
DATE

19006

S.C. REG. NO.



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCRONCH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

EXHIBIT 15

DEED 8 8 H PG 4 4 8

STATE OF SOUTH CAROLINA) AMENDMENTS TO COVENANTS,
COUNTY OF SPARTANBURG) CONDITIONS AND RESTRICTIONS
OF CHANDELLE SUBDIVISION

WHEREAS, the covenants, conditions and restrictions of Chandelle Subdivision were recorded in Deed Book 67-A at page 583, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the Board of Directors, as provided for in Article XII, has elected to amend said covenants, conditions and restrictions as well as the by-laws of the Chandelle Property Owner's Association as follows:

Declaration of Covenants, Conditions and Restrictions – The following words are added after "Plat Book 156 page 982" in the last paragraph: "Lot 33 and Lot 37 Section 4 plat recorded November 1, 2005 in Plat Book 158 page 840; Lot 29, 30, and 34 Section 6 plat recorded December 14, 2006 in Plat Book 160 page 852; Lot 27 and Lot 28 Section 7 plat recorded December 6, 2005 in Plat Book 159 page 9....".

Article IV

4.1 – The following sentence is deleted: "Only one family may occupy a lot as a principal residence at any one time", and replaced with "Only family members may occupy a lot as a principal residence at any one time".

4.5 – The following words are deleted in the first sentence: "and the landscaping plan for the lot". The following sentence is deleted: "A copy of the builder or contractor's license must be submitted with construction plans to the ACC".

4.7 – The following words are deleted: "all buildings (including eaves, decks, patios and steps) shall be constructed beyond the minimum setback lines" and replaced with "no buildings (including decks, patios and steps) shall be constructed within the setback areas as described in Section 8.1".

4.8 – The following words are deleted in the last sentence: "case by case" and replaced with "case-by-case".

4.12 – The following words are deleted at the end of the last sentence: "in accordance with the proposed landscaping plans previously submitted and approved".

4.15 – The following words are deleted in the 2nd sentence: "Such hangar if constructed" and replace with the words "Any free standing hangar". The following words are deleted in the 7th sentence: "substantial completion of the

DEE-2007-19391
Recorded 4 Pages on 4/17/2007 10:05:49 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



dwelling house insofar as the exterior finish is concerned must be accomplished” and replace with the words “the foundation and framing of the dwelling must be started”.

Article V

5.11 - The following word in the sixth sentence is deleted: “lease”, and replaced with “leash”.

5.15 - The following sentence is deleted: “No boat, travel trailer, recreational vehicle (except motor home), or commercial vehicle, may be stored overnight on any Lot unless the same be within an enclosed garage” and replaced with “No boat, travel trailer, utility trailer, recreational vehicle, motor home, or commercial vehicle, may be parked on any Lot unless the same be within an enclosed building. Exceptions: Motor homes, approved by the ACC, may be parked on the owner’s lot during the construction of the home. Motor homes, travel trailer may be parked over night during times of loading or unloading for trips, short term maintenance, etc.

5.16 - The entire paragraph is deleted and replaced with the words “The bulk storage of flammable, combustible, or explosive fluids, chemicals or substances is allowed if stored within garages/hangars and in a manner which will minimize the risk of fire or explosion. Lot owners may store a maximum of 100 gallons of fuel used for aviation purposes in a portable container in their hangars.”

5.24 - The entire paragraph is deleted and replaced with the words “Each home owner must install the approved Chandelle mail box when they move into their home.”

Article VI

6.1 - The title of said section shall be deleted and replaced with “Hangar Space”. The entire paragraph is deleted and replace with the words: “The airplane hangar or outside tie-down space on each lot is specifically for the use of the owner of the property on which the hangar is located. If the property owner chooses to store a non-member aircraft in their hangar or on an outside tie-down space then the property owner must verify and be responsible for the current qualifications of both the pilot and their aircraft. The property owner must make the non-member aware of Article VI of these Covenants, traffic patterns, and noise abatement rules over Willow Creek Golf Course. The current annual assessment fee will be charged to the non-member with payments made in quarterly installments to the association by the property owner. If the property owner shares in the ownership of an aircraft, the non-member must pay an additional 50% of the current annual assessment fee. The property owner must also supply the name, address and phone numbers of the non-member to the association. The Board of Directors will

have the authority to specify, change or terminate the terms and conditions under which a non-member's aircraft may be stored".

6.9 – The following sentence is deleted: "No taxiways other than those designated by Declarant as combination street/taxiways shall be used by any vehicle other than aircraft of aircraft service vehicles, unless pursuant to a valid access permit granted by the Association".

Article VIII

8.1 – The following sentence is deleted: "A 75 foot clear zone easement is established on all lot that touch the runway where no aircraft may be parked and no trees, plants or other obstacles are allowed above ground level." and replaced with "A 75 foot clear zone easement is established on all lots that touch the runway where no aircraft, vehicles, etc. may be parked and no trees, plants or other obstacles are allowed above ground level. For safety reasons, in the area between the 75 foot clear zone easement and the 100 foot runway building setback line obstacles such as light fixtures, trees, shrubs, swings, etc. can be no more than 20 ft. in height."

8.2 – Delete this section and replace with the words, "Residents shall be and are hereby granted and conveyed a right of ingress and egress from the runway and taxiway to the permanent easements established along the rear and side lot lines as shown on the plat, said easements to be used for the aircraft operated by the residents and their guests, for walking to and from the runway, or for golf carts or similar vehicles as approved by the ACC. Golf carts or similar vehicles are allowed on the grass runway and/or the 50 foot wide grass strip on the east side of the paved runway but not on the hard surface runway except when crossing at a 90 degree angle. Walking on the paved runway will be only allowed from official sunset to official sunrise, and walkers should be alert for aircraft and yield to all taxing, takeoff and landing aircraft. Walking from sunrise to sunset will be allowed on the outside edge of the grass runway".

8.4 – The following words are deleted in the 1st sentence: "(with prior written approval of the ACC for such plan)".

Article XI

11.2 – The following letter is deleted, "(h)" and replaced with the letter "(g)".

BY-LAWS Article II

2.1 –The following section is deleted and replaced with the words: " The specific purposes for which the Association is formed are: to provide for the maintenance,

preservation and control of the Common Area which is part of the real property located in Spartanburg County, South Carolina (the "Property"), which has been submitted to the Declaration of Covenants, Conditions, Restrictions for Chandelle dated and recorded December 15, 1997, in the R.M.C. Office for Spartanburg County, South Carolina in Deed Book 67-A at Page 583 (the "Declaration"); and to promote the health, safety and welfare of the Owners within Chandelle".

WITNESSES:

CSC DEVELOPERS, LLC

Stephon E. Berry
Marilyn N. Berry

By [Signature] member
By John R. Stewart member

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness named and made oath that (s)he was present and saw the within named CSC DEVELOPERS, seal and as their act and deed deliver the within Amendments, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Stephon E. Berry

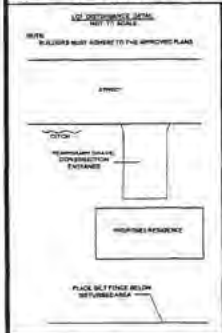
SWORN to before me this 4/11
day of 2007.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-16-15.

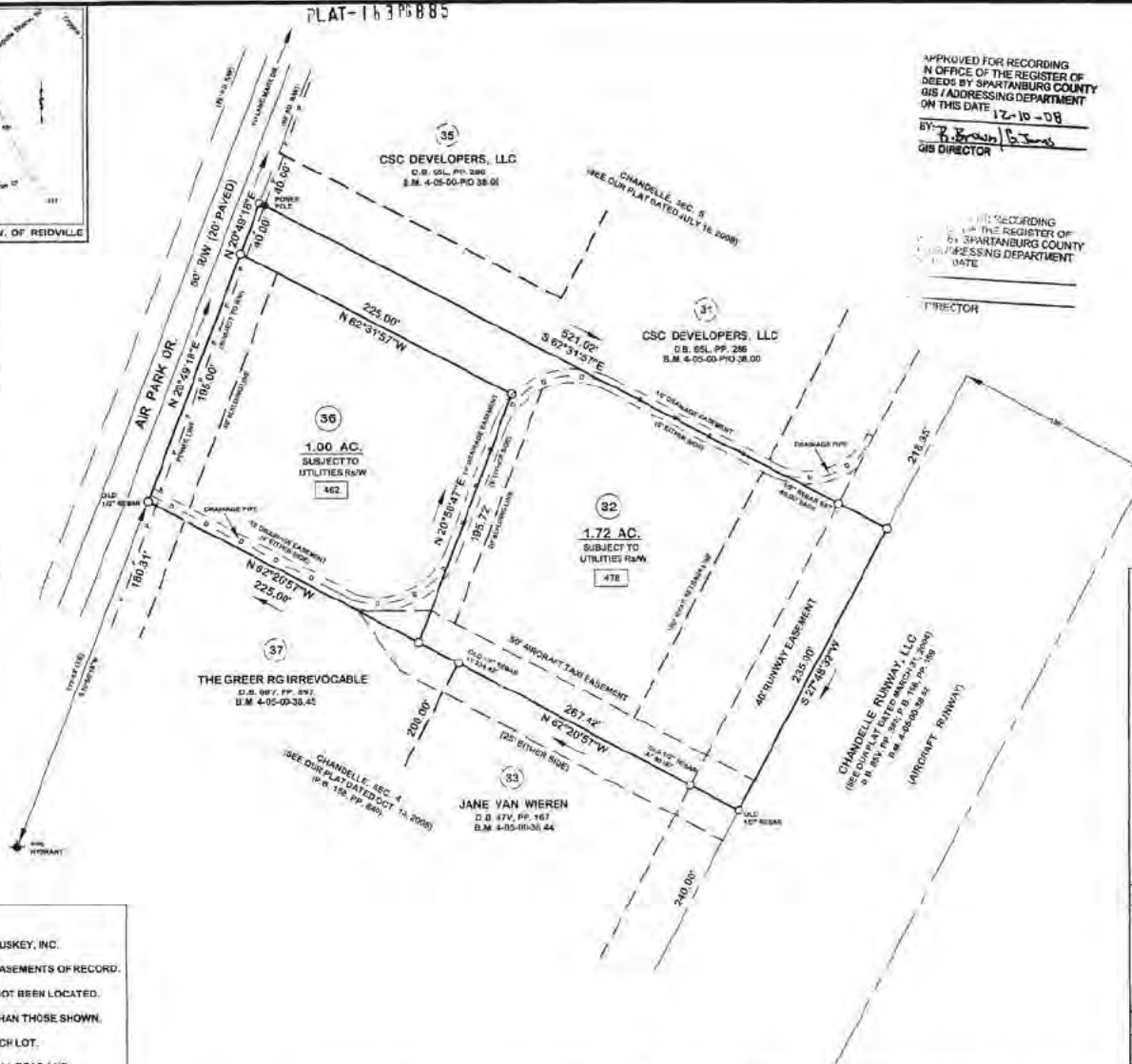
ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854



VICINITY MAP 1/16 - LOCATED IN NW QW. OF REIDVILLE



COMMUNITY
GREER
ZIP CODE
29651



APPROVED FOR RECORDING
IN OFFICE OF THE REGISTER OF
DEEDS BY SPARTANBURG COUNTY
GIS / ADDRESSING DEPARTMENT
ON THIS DATE 12-10-08
BY: *D. Brown / G. Jones*
GIS DIRECTOR

RECORDING
IN THE REGISTER OF
DEEDS BY SPARTANBURG COUNTY
GIS / ADDRESSING DEPARTMENT
DATE
DIRECTOR

PLT-2009-020
Recorded 1 Page on 1/5/2009 10:38:22 AM
Recording Fee: \$11.00 Documentary Stamp: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Steven Ford, Register

SUMMARY PLAT RECEIVED
12-16-08

CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

1-6-09
DATE
John E. Hill
CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

JOB NO.: 80142 FIELD B/L: 6-01-08 FIELD CHIEF: T. E. H. DRWN. BY: S. H. D. CKD. BY: T. E.

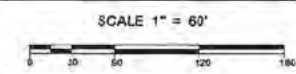
NAME OF SUBDIVISION
CHANDELLE
SECTION 4A

A MINOR RESIDENTIAL SUBDIVISION
SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER
Hill CSC DEVELOPERS
400 AIR PARK DR
GREER, SC 29615
PH: (864) 877-2128

SURVEYOR
HUSKEY & HUSKEY, INC.
2835 CHESAPEE HWY.
SPARTANBURG, SC 29307
PH: (864) 578-5971, FAX: (864) 578-1171
E-MAIL: huskey@hinc@bellsouth.net

NUMBER OF ACRES 2.72 MILES OF NEW ROAD 0
NUMBER OF LOTS 2 DATE JULY 16, 2008 REVISED



NOTES
NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
ADDRESS LOCATED IN BOX ON EACH LOT.
A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
1/2" REBAR SET ON CORNERS, UNLESS NOTED.
BUILDING LINES (from property lines)
FRONT - 30.00'
REAR - 100.00'
SIDE - 7.50' (except where affected by aircraft taxi easmt.)
LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND PUBLIC WATER BY S.J.W.D.

LEGEND
AC - ACRES
B.M. - BLOCK MAP
D.B. - DEED BOOK
P.B. - PLAT BOOK
RD - ROAD
RW - RIGHT-OF-WAY

REVISIONS	
DATE	DESCRIPTION

CERTIFICATE OF ACCURACY
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D. METHOD OF AREA CALCULATION.
REFERENCE: DEED BOOK 85 L PP. 286
PLAT BOOK 134 PP. 342
BLOCK MAP 4-05-00-P10-38-00
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

JULY 16, 2008
DATE
19068
S.C. REG. NO.



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCRoACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.



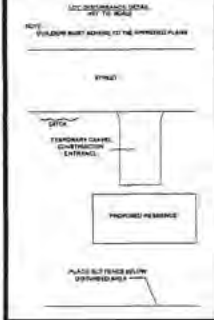
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PLAT-164 PG 709

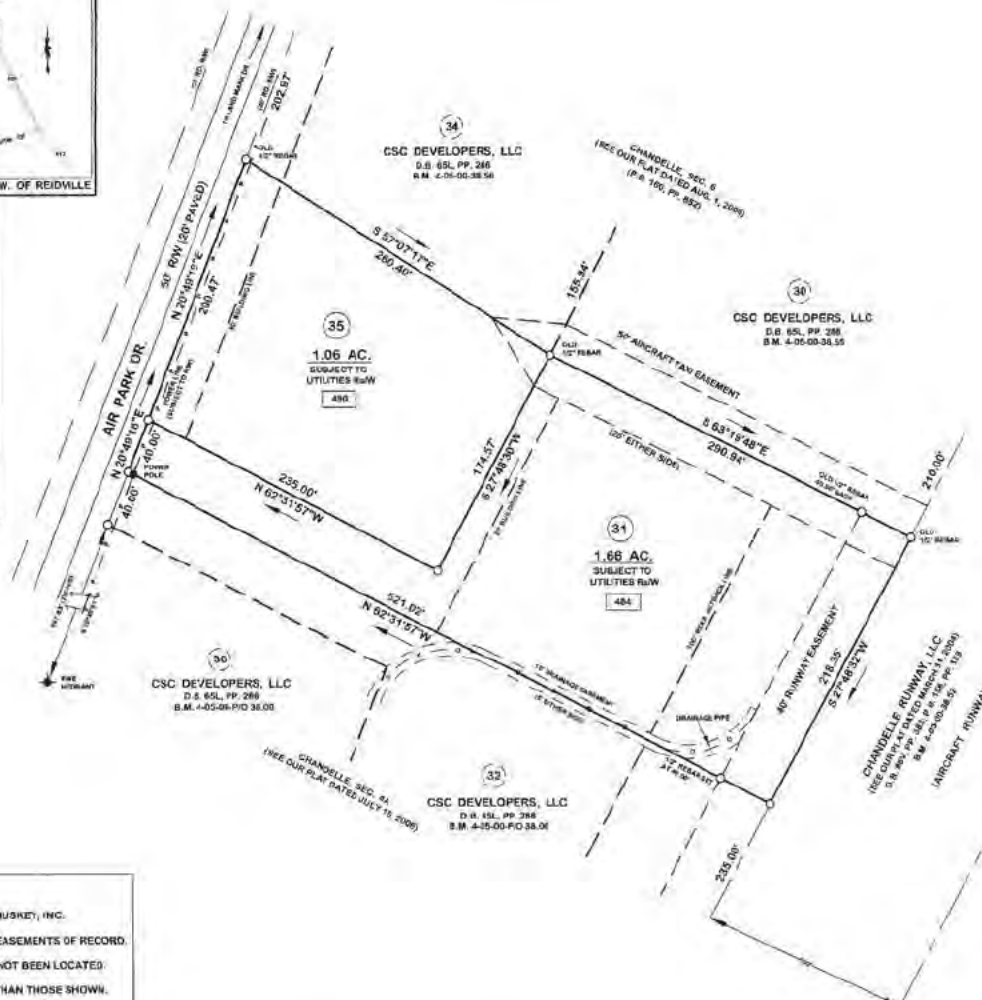
AUG 20 2009



VICINITY MAP N/S-LOCATED 4 MI. SW. OF REIDVILLE



COMMUNITY GREER
ZIP CODE 29651



SPARTANBURG COUNTY GIS ADDRESSING DEPARTMENT ADDRESS VERIFICATION
DATE: 8-21-09 BY: MCHOTNER



FILE: 2009-47503
RECORDED: 8 Pages on 11/20/2009 @ 10:46 AM
Recording Fee: \$70.00 Documentary Stamps: \$0.00
Office of Registers of Deeds, Spartanburg S.C.
Stephen Cook, Register

SUMMARY PLAT

CERTIFICATE OF SUBDIVISION/ LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

10-13-09
D.A.

John S. Holliday, P.E.
CHAIRMAN, SECRETARY OR PLANNING DIRECTOR FOR SPARTANBURG COUNTY PLANNING COMMISSION

JOB NO.: 09148 FIELD B.C.: 6-01-48 FIELD CHIEF: T. E. H. DRWN. BY: S. H. D. CKD. BY: T. E. H.

NAME OF SUBDIVISION

CHANDELLE SECTION 5

A MINOR RESIDENTIAL SUBDIVISION
SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER

CSC DEVELOPERS, LLC
490 AIR PARK DR
GREER, SC 29651
PH: (864) 677-2128

SURVEYOR

HUSKEY & HUSKEY, INC.
2909 CHESTER HWY.
SPARTANBURG, SC 29302
PH: (864) 578-5671, FAX: (864) 578-1771
© MAIL: huskeyplanning@att.net

NUMBER OF ACRES 2.72 MILES OF NEW ROAD 0
NUMBER OF LOTS 2 DATE JULY 16, 2008 REVISED

SCALE 1" = 60'



S-917

NOTES
NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
ADDRESS LOCATED IN BOX ON EACH LOT.
A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
1/2" REBAR SET ON CORNERS, UNLESS NOTED.
BUILDING LINES (from property lines):
FRONT - 30.00'
REAR - 100.00'
SIDE - 7.50' (except where affected by aircraft taxi estmt.)
LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND PUBLIC WATER BY S.J.W.D.

LEGEND
AC. - ACRES
B.M. - BLOCK MAP
D.B. - DEED BOOK
P.B. - PLAT BOOK
RD. - ROAD
RW - RIGHT-OF-WAY

REVISIONS	
DATE	DESCRIPTION

CERTIFICATE OF ACCURACY
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.
REFERENCE: DEED BOOK 65 L PP. 286
PLAT BOOK 134 PP. 342
BLOCK MAP 4-95-09-PID 38.00
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

JULY 16, 2008
DATE
19006
S.C. REG. NO.

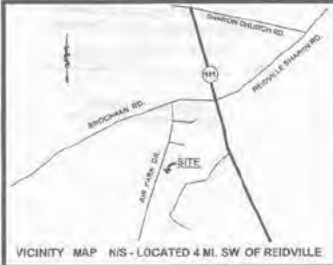


I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

EXHIBIT 18

LAT-166PG249



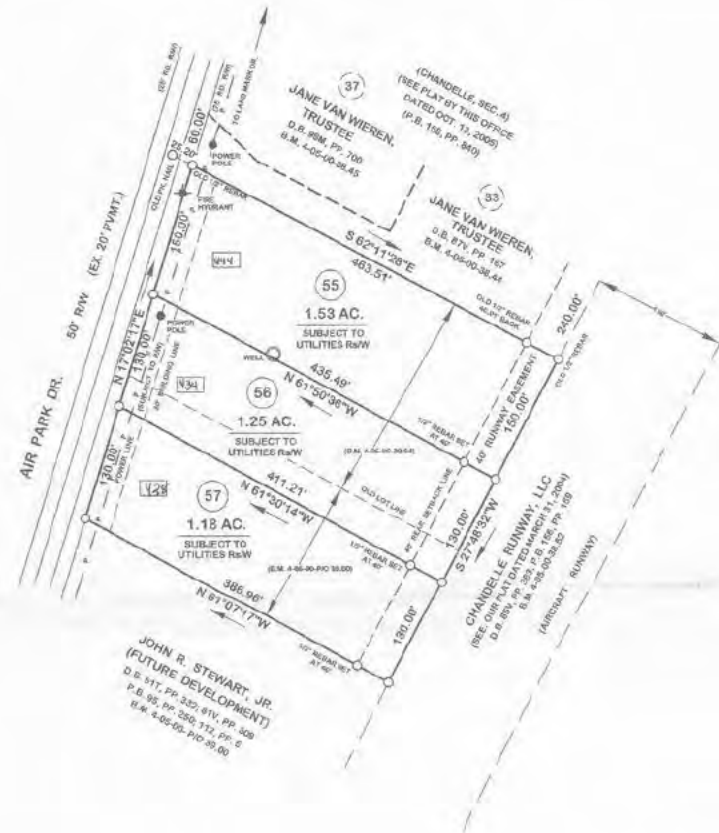
COMMUNITY ORDER
ZIP CODE
29651

LEGEND
AC. - ACRES
B.M. - BLOCK MAP
D.B. - DEED BOOK
P.B. - PLAT BOOK
RD. - ROAD
RW - RIGHT-OF-WAY



REVISED

OCT 2 2011



SUMMARY PLAT

CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF 3.01.11 VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

OCT 2 2011

DATE
CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

JOB NO.: 11501 FIELD BK.: 11-5-R1 FIELD CHIEF: T. E. H. DRWN. BY: S. H. C. CND. T. E. H.

NAME OF SUBDIVISION

CHANDELLE

SECTION 8

A MINOR RESIDENTIAL SUBDIVISION
SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER

CSC DEVELOPERS
430 AIRPARK DR.
SPARTANBURG, SC 29581
PHONE 864-877-2125

SURVEYOR

HUSKEY & HUSKEY, INC.
2929 CHESNEE HWY.
SPARTANBURG, SC 29307
PHONE 864-578-3671

NUMBER OF ACRES 3.96 MILES OF NEW ROAD 0
NUMBER OF LOTS 3 DATE SEPTEMBER 20, 2011 REVISED

SCALE 1" = 100'

PLAINTIFF 00265

NOTES
NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
ADDRESS TO BE PLACED IN BOX ON EACH LOT.
A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
1/2" REBAR SET ON CORNERS, UNLESS NOTED.
BUILDING LINES (from property lines), IF APPLICABLE
FRONT - 30.00'
REAR - 40.00'
SIDE - 7.50' (except where affected by 25' aircraft taxi easmt.)
LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND WELLS.
SEE PLAT FOR GILLY JOE GODFREY BY THIS OFFICE DATED NOV. 29, 2000.
SEE ALSO PLAT BOOKS 95, PP. 250 AND 112, PP. 5.

REVISIONS BOX table with columns DATE and REVISIONS

CERTIFICATE OF ACCURACY
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.O METHOD OF AREA CALCULATION.
REFERENCE: DEED BOOK 59 B PP. 941 ; 96 S PP. 90 ; 51 T PP. 332
PLAT BOOK 117 PP. 374 ; 153 PP. 77
BLOCK MAP 4-05-00-39,04, PFD 39,00
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

SEPTEMBER 20, 2011
DATE

0795
S.C. REG. NO.



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCRoACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.O METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP.

EXHIBIT 18

LAT-166PG249



COMMUNITY ORDER
ZIP CODE
29651

LEGEND
AC. - ACRES
B.M. - BLOCK MAP
D.B. - DEED BOOK
P.B. - PLAT BOOK
RD. - ROAD
RW - RIGHT-OF-WAY



REVISED

OCT 2 2011



SUMMARY PLAT

CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF THE VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

OCT 2 2011
DATE

CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

JOB NO.: 11501 FIELD BK.: 11-5-R1 FIELD CHIEF: T. E. H. DRWN. BY: S. H. C. CND. T. E. H.

NAME OF SUBDIVISION
CHANDELLE
SECTION 8

A MINOR RESIDENTIAL SUBDIVISION
SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER
CSC DEVELOPERS
430 AIRPARK DR.
SPARTANBURG, SC 29581
PHONE 864-877-2125

SURVEYOR
HUSKEY & HUSKEY, INC.
2929 CHESNEE HWY.
SPARTANBURG, SC 29307
PHONE 864-578-3671

NUMBER OF ACRES 3.96 MILES OF NEW ROAD 0
NUMBER OF LOTS 3 DATE SEPTEMBER 20, 2011 REVISED

SCALE 1" = 100'
PLAINTIFF 00265

NOTES
NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
ADDRESS TO BE PLACED IN BOX ON EACH LOT.
A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
1/2" REBAR SET ON CORNERS, UNLESS NOTED.
BUILDING LINES (from property lines), IF APPLICABLE
FRONT - 30.00'
REAR - 40.00'
SIDE - 7.50' (except where affected by 25' aircraft taxi easmt.)
LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND WELLS.
SEE PLAT FOR GILLY JOE GODFREY BY THIS OFFICE DATED NOV. 29, 2000.
SEE ALSO PLAT BOOKS 95, PP. 250 AND 112, PP. 5.

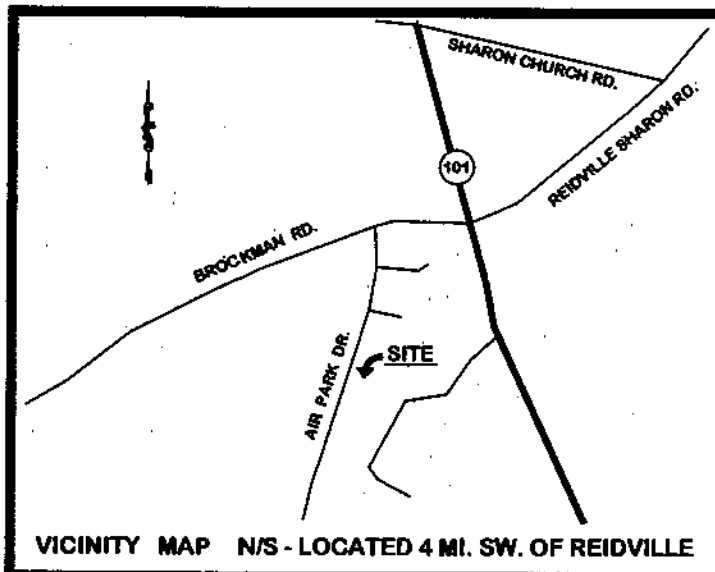
REVISIONS BOX table with columns DATE and REVISIONS

CERTIFICATE OF ACCURACY
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.O METHOD OF AREA CALCULATION.
REFERENCE: DEED BOOK 59 B PP. 941 ; 96 S PP. 90 ; 51 T PP. 332
PLAT BOOK 117 PP. 374 ; 153 PP. 77
BLOCK MAP 4-05-00-39,04, PFD 39,00
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

SEPTEMBER 20, 2011
DATE
19006
0796
S.C. REG. NO.



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCRoACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.O METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP.



COMMUNITY
GREER

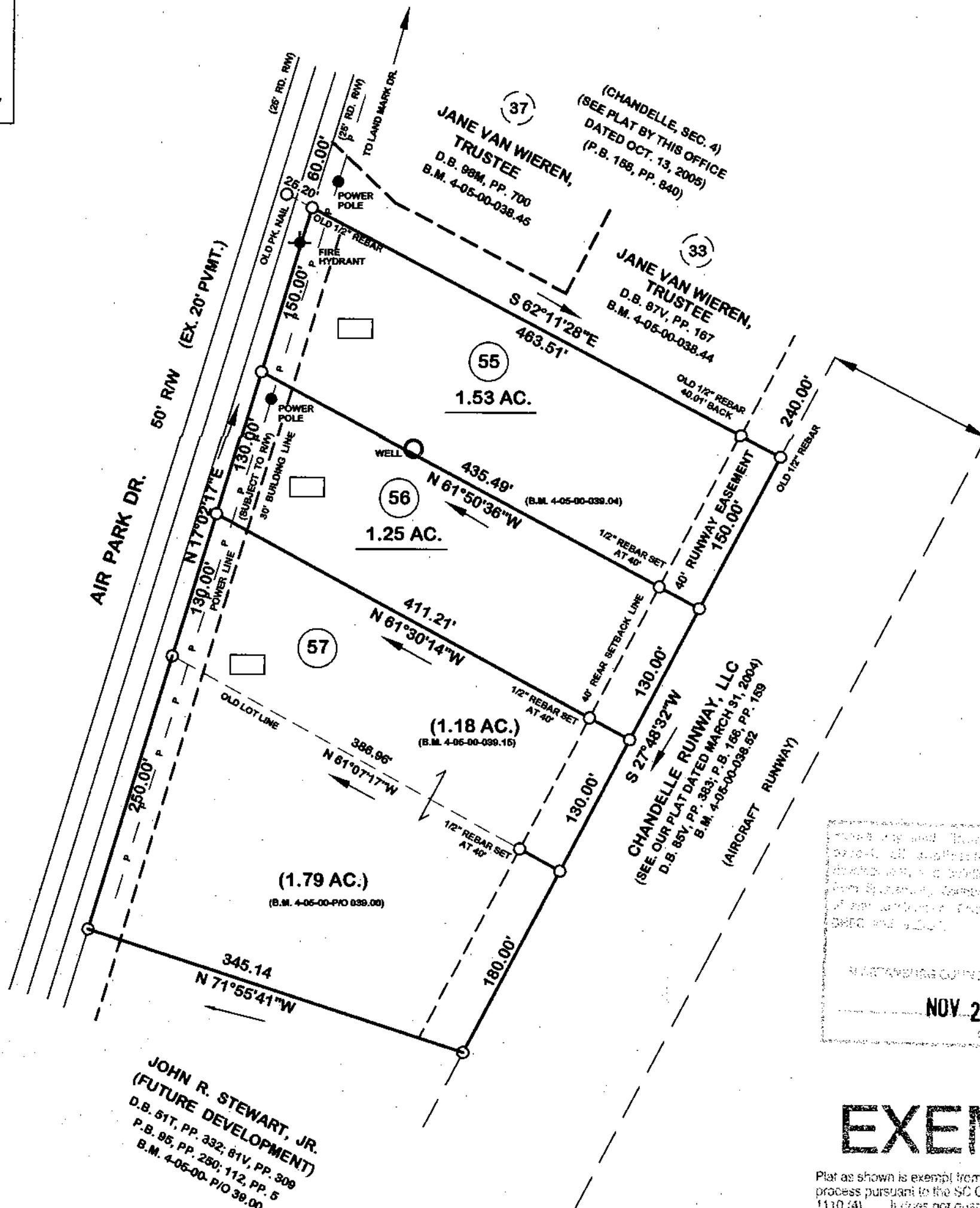
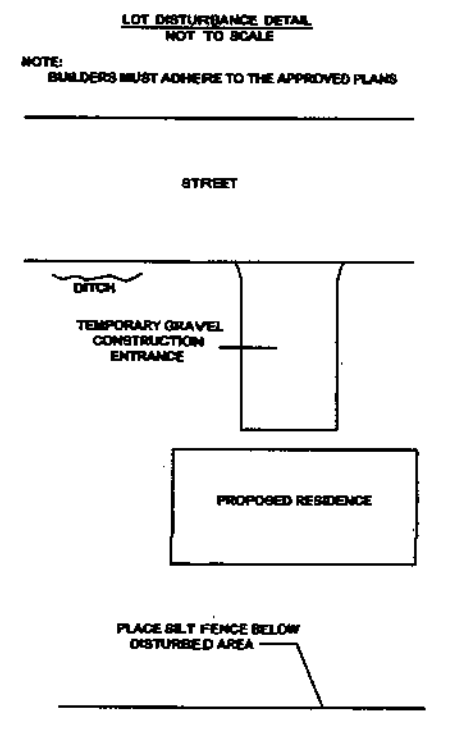
ZIP CODE
29651

LEGEND
AC. - ACRES
B.M. - BLOCK MAP
D.B. - DEED BOOK
P.B. - PLAT BOOK
RD. - ROAD
RW - RIGHT-OF-WAY

PLT-2016-55907

PLT BK 171 PG 927-927

Recorded 1 Pages on 12/13/2016 10:18:39 AM
Recording Fee: \$10.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds



**CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

NOV 21 2016

DATE

CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

JOB NO.: 11561 FIELD BK.: 11-5-61 FIELD CHIEF: T. E. H. DRWN. BY: S. H. D. CKD. BY: T. E. H.

NAME OF SUBDIVISION
CHANDELLE
SECTION 8

A MINOR RESIDENTIAL SUBDIVISION
SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER
CSC DEVELOPERS
400 AIRPARK DR.
GREER, SC 29651
PHONE 864-877-2126

SURVEYOR
HUSKEY & HUSKEY, INC.
2939 CHESNEE HWY.
SPARTANBURG, SC 29307
PHONE 864-578-5671

NUMBER OF ACRES 5.75 MILES OF NEW ROAD 0

NUMBER OF LOTS 3 DATE SEPTEMBER 20, 2011 REVISED (SEE BOX)

SCALE 1" = 100'

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NO FEATURES LOCATED OTHER THAN THOSE SHOWN.

ADDRESS TO BE PLACED IN BOX ON EACH LOT.

A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.

1/2" REBAR SET ON CORNERS, UNLESS NOTED.

BUILDING LINES (from property lines), IF APPLICABLE
FRONT - 30.00'
REAR - 40.00'
SIDE - 7.50' (except where affected by 25' aircraft tax esml)

LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND WELLS.

SEE PLAT FOR BILLY JOE GODFREY BY THIS OFFICE DATED NOV. 29, 2000.

SEE ALSO PLAT BOOKS 95, PP. 250 AND 112, PP. 5.

REVISIONS BOX

DATE	REVISIONS
4-4-16	ADDED PARCEL TO LOT 57
11-9-16	PER COUNTY: -MOVED LOT 57 SYMBOL TO ORIG. LOCATION -MOVED SW. CORNER -REMOVED SUMMARY PLAT

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.

REFERENCE: DEED BOOK 59 B PP. 941 ; 98 S PP. 90 ; 51 T PP. 332
PLAT BOOK 117 PP. 374 ; 153 PP. 77 ; 166 PP. 249
BLOCK MAP 4-05-00-039.04, 039.15, PIO 039.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

SEPTEMBER 20, 2011
DATE

19006
S.C. REG. NO.

0797



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCR OACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP.

EXEMPT

NOV 21 2016

EXHIBIT 21

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF SPARTANBURG) C/A NO.: 2016-CP-42-01854
3
4 Chandelle Property Owners)
5 Association,)
6 Plaintiff,)
7 vs.)
8 CSC Developers, LLC, Chandelle)
9 Runway, LLC, 331 South, LLC, Charlie)
10 M. Allison, Janice H. Allison, James) DEPOSITION OF
11 Douglas Armstrong, Jane Armstrong,) OF
12 Marilyn N. Berry, Stephen Berry,) MARILYN BERRY
13 James P. Brockman, Sr., Douglas E.)
14 Cobb, Nicole Cobb, Kenneth L.)
15 Galloway, Molly C. Galloway, Warren)
16 Johnson, Rhonda Johnson, Lawrence E.)
17 Lewis, Barbara L. Lewis, John K.)
18 Payne Payne, Ruth G. Payne, John R.)
19 Stewart, Jr., Angela Tanner, Helmut)
20 Tuemmel, Silvia L. Tuemmel, Jane Van)
21 Wieren as trustee of the Greer R.G.)
22 Irrevocable Property Trust, dated)
23 October 25, 2006, Martin Tuemmel,)
24 Raymond M. Clark, Jr., and also all)
25 other persons unknown, claiming any)

1 right, title, estate, interest in)
 2 or lien upon the real estate)
 3 described in the complaint herein.)
 4 Defendants.)
 5 _____)

6
 7 Deposition on oral examination of MARILYN BERRY,
 8 reported by Patricia G. Bachand, Court Reporter and Notary
 9 Public in and for the State of South Carolina; pursuant to
 10 Rule 30 of the South Carolina Rules of Civil Procedure;
 11 said deposition was taken at the law offices of Bannister,
 12 Wyatt & Stalvey, LLC, 401 Pettigru Street, Greenville,
 13 South Carolina, on Thursday, the 22nd day of February 2018,
 14 scheduled for 9:30 a.m., and commencing at the hour of 9:36
 15 a.m.

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APPEARANCES:

REPRESENTING THE PLAINTIFF:

ELY O. GROTE, ESQ.
McCabe, Trotter & Beverly, PC
4500 Fort Jackson Boulevard, Suite 250
Columbia, South Carolina 29209
(ely.grote@mccabetrotter.com)

AND

JOHN D. HARJEHAUSEN, ESQ.
Clarkson, Walsh, Terrell & Coulter, PA
1164 A Woodruff Road
Greenville, South Carolina 29607
(jharjehausen@clarksonwalsh.com)

REPRESENTING THE DEFENDANTS 331 SOUTH, LLC, MARILYN BERRY,
STEPHEN BERRY, CHANDELLE RUNWAY, LLC, DOUGLAS E. COBB,
NICOLE COBB, CSC DEVELOPERS, LLC, RL 240, LLC, JOHN R.
STEWART, JR., AND TYGERWAY, LLC:

LUKE A. BURKE, ESQ.
Bannister, Wyatt & Stalvey, LLC
401 Pettigru Street
Greenville, South Carolina 29601
(lburke@bannisterwyatt.com)

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ALSO ATTENDING:
BILLY ISRAEL
DOUGLAS E. COBB
BRUCE GOLDBERG
GEORGE LYNN FLEMING
JOHN STEWART

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

1 A. John Stewart, Doug Clark, and Ray Clark.

2 **Q. Did Ray Clark have any involvement with Flight**
3 **World?**

4 A. No, he didn't -- well, I'm sorry. Wrong. He was
5 a instructor.

6 **Q. Was he ever an owner?**

7 A. No.

8 **Q. Were you involved in any of the discussions about**
9 **formation of CSC Developers?**

10 A. Some.

11 **Q. What do you recall about those discussions?**

12 A. More to do with the reasons for it, the desire
13 comradery with other pilots, expanding the community, and
14 bringing people that enjoyed flying. That kind of thing.

15 **Q. Why were you, I guess, not made an owner of CSC**
16 **Developers?**

17 A. I didn't choose to be.

18 **Q. What was your role with CSC Developers?**

19 A. I had many hats. I kept the books. I showed
20 people the properties when they came in, new clients.
21 General office work, you know, typing and answering the
22 phone.

23 **Q. At any point in time, did you ever hold any type**
24 **of ownership interest in CSC Developers?**

25 A. I did not.

1 **Q. And who were the initial owners of CSC**
2 **Developers?**

3 MR. BRYAN: Object to form.

4 **Q. Did I ask you that already?**

5 A. John Stewart, Ray Clark, and Doug Cobb.

6 **Q. Did the ownership interest change at some point?**

7 A. Ray Clark chose to go back to Atlanta, where his
8 wife lived.

9 **Q. Do you know why that was?**

10 A. Because she wanted him to come home.

11 **Q. What about the estate of Gordon Zuber -- or I**
12 **guess Gordon -- Gordon Zuber, and then his estate, how did**
13 **that come about?**

14 A. The need for a loan. They needed money to get
15 loan.

16 **Q. And do you know who the current owners of CSC**
17 **Developers are?**

18 A. John Stewart and Doug Cobb.

19 **Q. How were you compensated by CSC Developers?**

20 A. I was paid, periodically.

21 **Q. Monthly? Weekly?**

22 A. It varied.

23 **Q. How was your compensation calculated?**

24 A. Mostly, I was paid for cutting grass. I spent a
25 lot of hours doing that.

1 Q. Well, I mean, were you paid hourly? Or were you
2 getting commissions on sales?

3 A. I was just paid when -- when the money was there,
4 when they were able to give me something.

5 Q. Were you paid cash?

6 A. Because I was working, also, for two other
7 charities. So I was being compensated somewhat from them
8 too.

9 Q. What charities were you working for?

10 A. But I was bookkeeping for my church, as well as
11 for that Palmetto Pleadings I mentioned.

12 Q. When you were paid by CSC Developers, did they
13 give you a check or did they give you cash?

14 A. They gave me a check.

15 Q. At the end of the year, did you get a W2 --

16 A. I got a --

17 Q. -- or did you get a 1099?

18 A. -- 1099.

19 Q. You've got to let me finish.

20 A. I'm sorry. A 1099.

21 Q. Was that income then reported on your tax
22 returns?

23 A. Yes.

24 Q. Tell me what was John Stewart's role with regard
25 to CSC.

1 A. No.

2 Q. What about a professional liability policy, like
3 directors and officers liability?

4 A. No.

5 Q. Do you know why CSC Developers never obtained
6 liability insurance?

7 A. I think we were a trusting group.

8 Q. Did you ever have any involvement with any
9 website for Chandelle, or marketing Chandelle?

10 A. Yes.

11 Q. Which websites existed that would have provided
12 information about Chandelle and marketed Chandelle?

13 A. There was one called "Chandellesc.com."

14 Q. Were there any others?

15 A. No.

16 Q. What was your role with respect to the website?

17 A. Taking some of the material we had already
18 produced, and handing it to a web designer.

19 Q. Who was the web designer?

20 A. I can't tell you. It's been too long.

21 Q. Do you know when the website first came into
22 operation?

23 A. Maybe halfway through mid 2005.

24 Q. Does the website still exist?

25 A. No.

1 Q. Do you know why not?

2 A. Because of this lawsuit. It was cancelled.

3 Q. Is there any specific reason why it was cancelled
4 because of the lawsuit?

5 A. Because we weren't selling any properties.

6 Q. And who is responsible for and in control of the
7 -- what was posted on the website or the content of the
8 website?

9 A. CSC Developers would be.

10 Q. Is there any person that had more input on that
11 than another?

12 A. No.

13 Q. Did you have input, or did you provide
14 information that would be posted on the website?

15 A. To the -- to the person that was developing.
16 Sure.

17 Q. Do you recall which company hosted the website?

18 A. No, I don't.

19 Q. Do you have any idea what server it was on?

20 A. Not at this time. I can't remember.

21 Q. What property do you own?

22 A. I own a lot. I think it's 54.

23 (PLAINTIFF'S EXHIBIT NO. 1 MARKED FOR
24 IDENTIFICATION - TITLE TO REAL ESTATE)

25 Q. Let me show you Exhibit 1. Is this the deed for

1 Q. Let me show you Exhibit 40 to John Stewart's
2 deposition. And before we get to that, I did want to ask
3 you one question. Was there any specific rhyme or reason
4 as to the section numbering for Chandelle? It looks like
5 the sections were recorded, not necessarily in numerical
6 order.

7 A. There wasn't any rhyme or reason.

8 Q. Okay. All right. Let's take a look at Exhibit
9 40 to John Stewart's deposition. Have you seen that
10 document before?

11 A. Yes.

12 Q. And what is it, generally?

13 A. It was something that was on a brochure that we
14 gave out.

15 Q. Who drafted the content to this brochure?

16 A. CSC Developers.

17 Q. Did you have any input on it?

18 A. I'm sure I typed it and fixed any punctuation
19 problems.

20 Q. Were you involved in distributing this document
21 to potential purchasers?

22 A. Yes.

23 Q. Do you agree that this document describes
24 Chandelle as a master-planned private aviation estate?

25 A. Yes.

1 Q. And do you agree that it contains a map showing
2 that master-planned private aviation estate?

3 A. Yeah.

4 Q. Do you agree that Lot 52, your lot, is depicted
5 as part of that master-planned private aviation estate?

6 MR. BRYAN: Object to form.

7 A. It would appear, yes.

8 Q. And why is that?

9 MR. BRYAN: Object to form.

10 A. I guess because those -- those were lots that
11 were sold, and we wanted to show what was available and
12 what wasn't available.

13 Q. The intent of this is to depict Chandelle lots,
14 right?

15 A. Yes. But those lots there were a different
16 color, because they were -- they weren't available. You
17 can't see color on this, so...

18 Q. Right. I mean, regardless of whether they're
19 sold or unsold, they're depicted as part of the Chandelle
20 master-planned community, right?

21 A. They're depicted that way, yes.

22 Q. And so wouldn't you agree that people who looked
23 at this would say these lots up there, Lots 51 , 52, 53,
24 54, and 50, are all part of the same neighborhood?

25 A. They would --

1 MR. BRYAN: Object to form.

2 A. They would think that, probably.

3 Q. And this document talks about it being a master-
4 planned estate, right?

5 A. It says that, yes.

6 Q. Is there anything in this marketing material that
7 would say, "Although we're depicting these lots as part of
8 the neighborhood, they're not actually subject to the
9 covenants, they're kind of their own isolated --

10 MR. BRYAN: Object to form.

11 Q. -- exception"?

12 A. Nothing says that.

13 Q. Let me show you what was marked as Exhibit 41 to
14 John Stewart's deposition. What is this document that was
15 marked as Exhibit 41 to John Stewart's deposition?

16 A. It's the same as this one.

17 Q. The same as --

18 A. Same as the one before.

19 Q. Exhibit 40 to John Stewart's deposition?

20 A. Yes.

21 Q. What is the time line on those? Which one --
22 were they prepared at different times?

23 A. Probably. Because this other one has a map
24 location, and the first one doesn't have a map location.
25 It just has the state diagram.

1 Q. Well, the depiction of Chandelle is a little bit
2 different, is it not?

3 A. Well, it was probably done after. So things have
4 changed.

5 Q. What I'm asking is: Which one came first and
6 which one came second?

7 A. My guess is this one came first.

8 Q. And which number is on that?

9 A. Which is 40. That would be my guess.

10 Q. Stewart 40 is second?

11 A. I'm not positive, but that's my guess.

12 Q. And Stewart 41, you think --

13 A. Yes.

14 Q. -- would be the later one?

15 A. I think so.

16 Q. Do you agree that on Exhibit 41 to John Stewart's
17 deposition, there was a area denoted as Phase 2?

18 MR. BRYAN: Object to form.

19 A. There is.

20 Q. Did those lots that were platted as Phase 2-A
21 undergo architectural review when any structures were
22 built?

23 A. If Phase -- well, I'm not sure.

24 Q. Phase 2-A.

25 A. I think -- if Phase 2-A is on the east side of

1 Q. -- 1.23.18 --

2 A. Right.

3 Q. -- page 8 to 46, right?

4 A. Correct.

5 Q. It says, "Layout of Chandelle Estates," right?

6 A. Right.

7 Q. And under the layout -- or who prepared this
8 document?

9 A. I did.

10 Q. And under the layout of Chandelle Estates, you
11 opted to include Section 2-A, Lots 50 through 54, as part
12 of Chandelle Estates, right?

13 A. I was listing the sections for people to know
14 what they were, yes.

15 Q. Right. You listed Section 2-A as a section of
16 Chandelle, right?

17 A. I did at that time.

18 MR. BRYAN: Ely, can we take a five-minute
19 break?

20 MR. GROTE: Sure.

21 (Off the record from 2:31 p.m. to 2:35 p.m.)

22 EXAMINATION RESUMED BY MR. GROTE:

23 Q. Ms. Berry, if you would pull out the declaration
24 that we looked at, which was Exhibit 10 to John Stewart's
25 deposition in this -- what I'll call the clue book, which

1 was Exhibit 12 to John Stewart's deposition. And turn to
2 Article 16, please, of both. And we're going to look at
3 16.2.

4 A. Okay.

5 Q. If you'll look at the recorded version, it talks
6 about, "Such expansion may be accomplished by recording a
7 Declaration of Annexation in the RMC Office for Spartanburg
8 County, South Carolina, before December 31, 2001."

9 Do you see where I'm reading from?

10 A. Yes.

11 Q. If you look at the blue book copy, that deadline
12 date has been removed, has it not?

13 A. Yes.

14 Q. How or why did that occur?

15 A. Well, I don't know why and I don't know when.
16 But I do know that looking at that date, we realized there
17 was no way we were going to sell out at that date. And at
18 that time, it was going to be a slow process because of
19 what kind of a subdivision it was. Why it was removed? I
20 have no idea.

21 Q. Why was it not done through a recorded amendment?

22 A. Good question. I don't know.

23 Q. But this blue book, which was distributed to
24 purchasers by you, didn't contain that deadline that was
25 never actually formally removed from the official document,

1 right?

2 A. You are correct.

3 Q. And I'm sorry if I asked you this, I'm trying to
4 recall, but do you know who actually sketched out those
5 diagrams that depicted various depictions --

6 A. I would think --

7 Q. -- of Chandelle?

8 A. -- John.

9 Q. John did?

10 A. John did.

11 Q. Thank you. Let me show you what was Exhibit 48
12 to John Stewart's deposition. It says, "Road Repair and
13 Maintenance Agreement." Have you seen that document
14 before?

15 A. I have.

16 Q. Why was Chandelle Ridge Drive made a private
17 road?

18 A. The county would have had to maintain it. And
19 they wouldn't do that if we crossed an airplane over it.

20 Q. Well, who was going to cross an airplane over it?

21 A. Future people that lived on the other side of
22 Chandelle Ridge Drive.

23 Q. Did Doug Cobb ever drive an airplane across it?

24 A. He probably did, yeah.

25 Q. To your knowledge, is anything going to be

DEED 67A PG 960

STATE OF SOUTH CAROLINA) AFFIDAVIT
COUNTY OF SPARTANBURG)

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

- 1. Property located at Lot 1, containing 0.99 acres, corner of Brockman Road and Air Park Drive, bearing Spartanburg County Tax Map Number PT 4 01-00 005.00, was transferred by James P. Brockman, Sr. to Larry Dee Davis and Angela R. Davis on December 16, 1997.

The Transaction was (Check One):


 x an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$37,500.00.

 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 (See back of affidavit.):

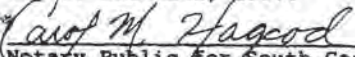
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Purchaser.

I further understand that a person required to furnish this affidavit who 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.

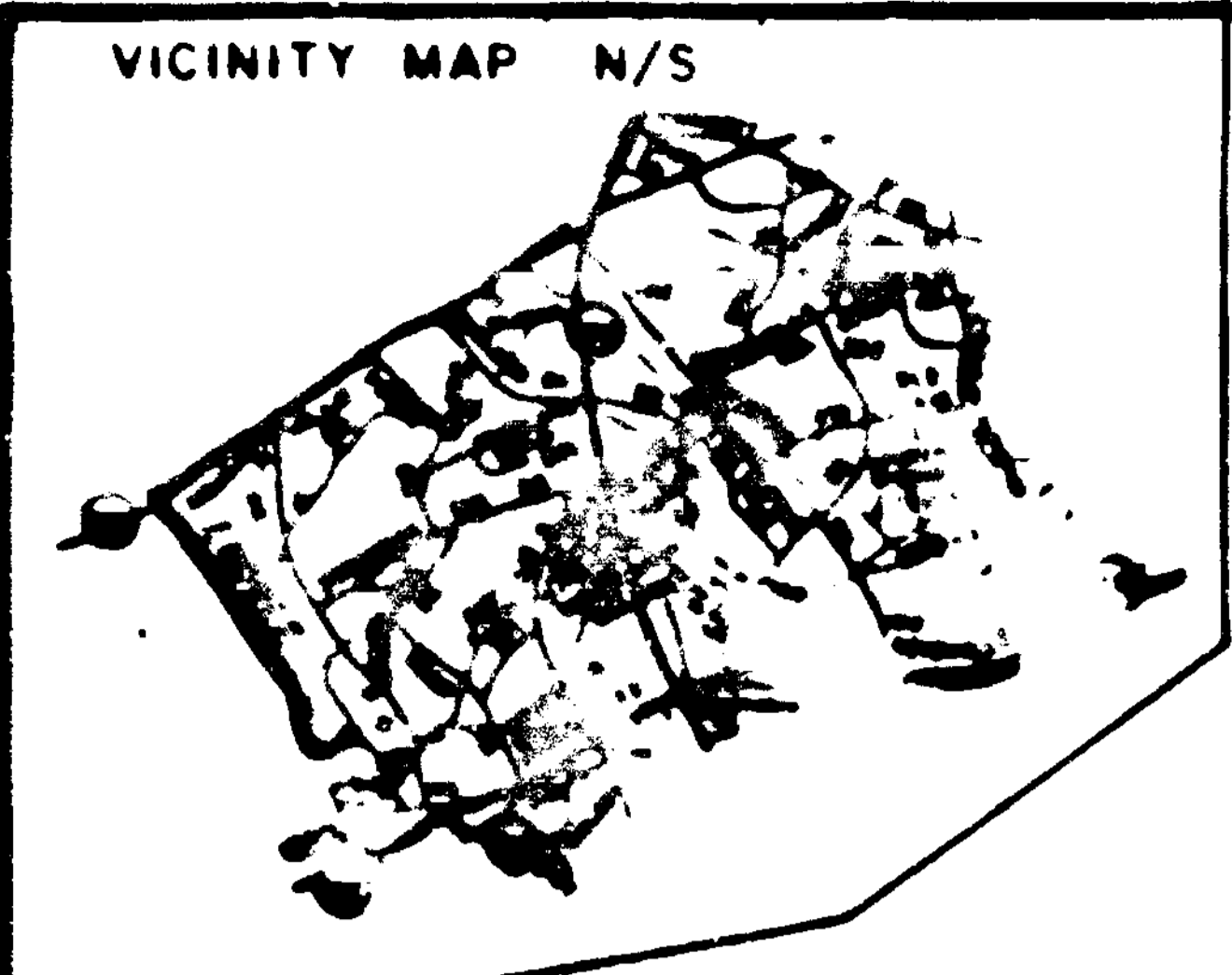


Purchaser, Legal Representative of the Purchaser, or other Responsible Person Connected with the Transaction

SWORN to before me this 16th day of December, 1997.

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 7-1-2001

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854



PLAT-139PG931

RECORDED
97 DEC 19 AM 11:28

SPARTANBURG, S.C.

850' TO S
C. HWY. 101



BROCKMAN RD.

N 81° 23' 06" E
175.00

I. P. SET
1/2" REBAR

7.77

30' BUILDING LINE FROM RD. R/W

AIR PARK DR. 50' R/W

N C 3° 07' 00" E

230.56

0.99 AC.

260.67

S 01° 42' 34" W

I. P. SET
1/2" REBAR

177.82

I. P. SET
1/2" REBAR

162.18

N 88° 40' 15" W

111RMC 1244121997#075 \$5.00 +

N/F JOHN R. STEWART, JR.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCR OACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D. M. D. METHOD OF CALCULATION OR BY COMPUTER. (THIS PROPERTY) ~~IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.~~ IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.
REF. PLAT BOOK REF. DEED BOOK

CLOSING SURVEY FOR
LARRY DEE DAVIS and ANGELA DAVIS
LOCATED APPROX. 4 SOUTHWEST OF REIDVILLE - CHANDELLE EST.

MEMBER OF THE S. C. SOCIETY OF PROFESSIONAL LAND SURVEYORS

COUNTY: SPARTANBURG	COUNTY BLOCK MAP: 4-05-00 part of 38.00	STATE: SOUTH CAROLINA
DATE APRIL 25, 1997	FIELD BOOK 97-3-40	FIELD CHIEF B. E. H.
REVISIED:	DRWN. BY L. B. M.	<i>B. E. H.</i>
SCALE 1" = 50'	CKD. BY B. H.	

HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS
2939 CHESNEE HWY. - SPARTANBURG, S. C. 29307

Job No 97340 REG NO. 4785

REPROGRAPHIC IMAGING TECHNOLOGIES 5/9/97

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 72 C PG 145

20 JUN -2 PM 1:37

DOCUMENTARY STAMPS

STATE OF SOUTH CAROLINA) 936.10
)
COUNTY OF SPARTANBURG) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **Larry Dee Davis and Angela R. Davis**, in consideration of the sum of **Two Hundred Fifty-three Thousand and No/100 Dollars (\$253,000.00)**, the receipt of which is hereby acknowledged, have/has granted, bargained, sold and released, and by these presents do/does grant, bargain, sell and release unto **John K. Payne and Ruth G. Payne**, their heirs and assigns:

ALL THAT certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, in the Reidville Community, being shown and designated as Lot No. 1, Chandelle Estates, containing 0.99 acre, more or less, as shown upon plat prepared for Larry Dee Davis and Angela Davis by Huskey & Huskey, Inc. - Professional Land Surveyors dated April 25, 1997 and recorded in Plat Book 139 at Page 931 in the Office of the Register of Deeds for Spartanburg County For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

THIS BEING the same property conveyed to Larry Dee Davis and Angela R. Davis by deed from James P. Brockman, Sr. dated December 16, 1997 and recorded in Deed Book 67-A at Page 958 in the Office of the Register of Deeds for Spartanburg County.

THIS CONVEYANCE is being made subject to Protective Covenants as recorded in Deed Book 67-A at Page 583 in the Office of the Register of Deeds for Spartanburg County.

BLOCK MAP REFERENCE: 4 01-00 005.05

GRANTEE(S)' ADDRESS: 275 Chandelle Ridge Dr.
Woodruff, SC 29388-9719

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 grantee(s), and the grantee's(s') heirs (or successors) and assigns forever.

AND the grantor(s) do(es) hereby bind the grantor(s) and the grantor's (s') heirs (or successors) and assigns, executors and administrators to warrant and forever defend all and singular the said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and easements of record, if any.

Hammett & Anthony 00-278 (GS-2)

RECORDED
00 JUN -2 PM 1:53
R.M.C.
SPARTANBURG, S.C.

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 72 C PG 146

WITNESS the grantor's(s) hand(s) and seal(s) this 1st day of June, 2000.

Signed, Sealed and Delivered
in the Presence of:

Robert Hammett
Gregory Sanders

Larry Dee Davis (SEAL)
Angela R. Davis (SEAL)
Angela R. Davis

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named grantor(s) sign, seal and as the grantor's(s) act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Gregory Sanders

SWORN to before me this
1st day of June, 2000.

Robert Hammett (SEAL)
Notary Public for South Carolina

My Commission Expires: 12-29-09

Hammett & Anthony 06-278 (GS-2)

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

DEE-2006-12538
Recorded 2 Pages on 3/7/2006 10:42:31 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



**TITLE TO REAL ESTATE
NO TITLE SEARCH**

KNOW ALL MEN BY THESE PRESENTS, that John K. Payne and Ruth G. Payne, (hereinafter called "Grantor"), in consideration of One Dollar, Love and Affection, to the Grantor in hand paid at and before the sealing of these presents, by John K. Payne and Ruth G. Payne, as joint tenants with right of survivorship (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 grant, bargain, sell and release unto

John K. Payne and Ruth G. Payne, as joint tenants with right of survivorship

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, in the Reidville Community, being shown and designated as Lot No. 1 Chandelle Estates, containing 0.99 acre, more or less, as shown upon plat prepared for Larry Dee Davis and Angela Davis by Huskey & Huskey, Inc., Professional Land Surveyors dated April 25, 1997 and recorded in Plat Book 139, at page 931 in the Office of the RMC for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to the Grantors by deed of Larry Dee Davis and Angela R. Davis by deed dated June 1, 2000 and recorded June 2, 2000 in Deed Book 72C, at page 145.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 275 Chandelle Ridge Drive, Woodruff, SC 29388-9719
TMS No.: 4 01 00 005 05

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to 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.

WITNESS the Grantor's hands and seals this the 31ST Day of January, 2006.

SIGNED, SEALED AND DELIVERED

in the presence of:

John R Stewart Jr
Marilyn N. Berry

John K. Payne
Ruth G. Payne

State of South Carolina)
)
County of)

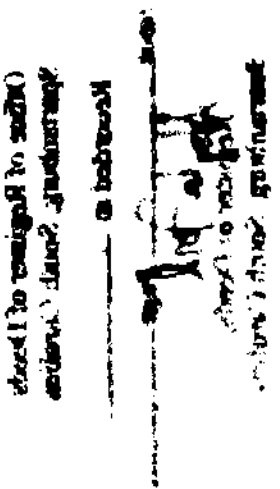
PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Grantor(s) sign, seal, and, as their act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 31ST day of January, 2006.

Marilyn N. Berry (SEAL)
Notary Public for South Carolina
My Commission Expires: 11-16-15

John R Stewart Jr



UNIFORM COVENANTS. Borrower and lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law required to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: First, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, finds and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property** If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, and any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (know as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waivers. Borrower waives all rights of homestead exemption in the Property. Borrower waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Security Instrument.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] LEGAL DESCRIPTION
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- I-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Robert A. Hammett
Lucy S. Savelle

John K. Payne (Seal) - Borrower
Ruth G. Payne (Seal) - Borrower
____ (Seal) - Borrower
____ (Seal) - Borrower
____ (Seal)
____ (Seal)

[Space Below This Line for Acknowledgment]

STATE OF SOUTH CAROLINA, Spartanburg County ss:

Before me personally appeared the undersigned and made oath that he/she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that he/she with the other(s) witnessed the execution thereof.

Sworn before me this 14th day of June, 2000.

Robert A. Hammett (Seal) Lucy S. Savelle
Notary Public for South Carolina
Comm. Exp. 12-25-09

FILED: 2000 JUN 14 PM 4:14 PM - SPARTANBURG - COMMON WEALS - CASE#2016CP4201854

0000424000

PLANNED UNIT DEVELOPMENT RIDER

6501985
PAYNE

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14th day of June, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to FIRST UNION MORTGAGE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at: 1004 BROCKMAN ROAD GREER, SC 29651
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in _____

_____ ("Declaration"). The Property is a part of a planned unit development known as _____
[Name of Planned Unit Development]

("PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of the Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument, or any equivalent document which creates the Owner's Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

John K Payne (Seal)
JOHN K PAYNE (Borrower)

Ruth G Payne (Seal)
RUTH G PAYNE (Borrower)

(Seal)

(Seal)

FILED IN THE PUBLIC RECORDS OF THE COUNTY OF SPARTANBURG, SOUTH CAROLINA, CASE # 2016CP4201854

0000042554000000

REK 2352 PAGE 4 26

Exhibit A

ALL THAT certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, in the Reidville Community, being shown and designated as Lot No. 1, Chandelle Estates, containing 0.99 acre, more or less, as shown upon plat prepared for Larry Dee Davis and Angela Davis by Huskey & Huskey, Inc. - Professional Land Surveyors dated April 25, 1997 and recorded in Plat Book 139 at Page 931 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

THIS BEING the same property conveyed to John K. Payne and Ruth G. Payne by deed from Larry Dee Davis and Angela R. Davis dated June 1, 2000, and recorded in the Office of the Register of Deeds for Spartanburg County.

THIS CONVEYANCE is being made subject to Protective Covenants as recorded in Deed Book 67-A at Page 583 in the Office of the Register of Deeds for Spartanburg County.

John K. Payne
Ruth G. Payne

000004260000

FILED IN SPARTANBURG COUNTY, SOUTH CAROLINA, DEEDS BOOK 67-A, PAGE 583, DEED DATED JUNE 1, 2000, RECORDED IN PLAT BOOK 139, PAGE 931, CASE# 2010CP4201804

After Recording Return To:
SHARONVIEW FEDERAL CREDIT UNION
PO BOX 2070
FORT MILL, SOUTH CAROLINA 29716
Loan Number: 2019100076

MTG-2020000518
Recorded 16 on 01/06/2020 03:13:36 PM
Recording Fee: \$25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:MTG 5736 PG:666-681

[Space Above This Line For Recording Data]

MORTGAGE
THIS AGREEMENT SECURES AN OPEN-END, REVOLVING
HOME EQUITY LINE OF CREDIT AND FUTURE ADVANCES.

DEFINITIONS

- (A) "Security Instrument" means this document, which is dated NOVEMBER 26, 2019 together with all Riders to this document.
- (B) "Borrower" is JOHN K. PAYNE AND RUTH G. PAYNE

the party or parties who have signed this Security Instrument.
Borrower is the Mortgagor under this Security Instrument.

- (C) "Lender" is SHARONVIEW FEDERAL CREDIT UNION

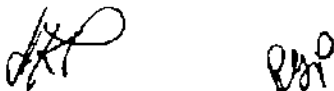
Lender is a FEDERAL CREDIT UNION organized and existing under the laws of SOUTH CAROLINA
Lender's address is PO BOX 2070, FORT MILL, SOUTH CAROLINA 29716

Lender is the Mortgagee under this Security Instrument.

- (D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrower.
- (E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.
- (F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$240,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- (G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

SOUTH CAROLINA HOME EQUITY LINE OF CREDIT MORTGAGE
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www.docmagic.com



(H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on NOVEMBER 26, 2049

(I) "Property" means the Property that is described below under the heading "Transfer of Rights in the Property."

(J) "Secured Debt" means:

- (1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.
- (2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--------------------------------------|--|---|
| <input type="checkbox"/> 1-4 Family | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Escrow Rider |
| <input type="checkbox"/> Second Home | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input type="checkbox"/> Other(s) | | |

(L) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(M) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(N) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(O) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

(Q) "Approved Prior Lien" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the

COUNTY of SPARTANBURG :
[Type of Recording Jurisdiction] (Name of Recording Jurisdiction)




SEE ATTACHED EXHIBIT A
 A.P.N.: 4-01-00-005.05

which currently has the address of 1004 BROCKMAN ROAD

GRBLR (City) SOUTH CAROLINA (State) 29651 (Zip Code) ("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

SOUTH CAROLINA HOME EQUITY LINE OF CREDIT MORTGAGE
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Page 3 of 13

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. **Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. **Charges; Liens; Prior Security Interests.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater

or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient




to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Home Equity Line of Credit Application Process; Default.** Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

The Lender may, at its option, take lesser actions than those described in Section 9. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take this action, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

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Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or

rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

14. Agreement/Account Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Agreement and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument,

and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified

in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. **Release.** Upon Borrower's request, and upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Agreement and any future advances, whether optional or obligatory, made under this Security Instrument up to 150% of the Credit Limit plus interest thereon, attorneys' fees and court costs.

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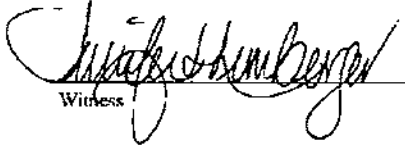
MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
JOHN K. PAYNE -Borrower

 (Seal)
RUTH G. PAYNE -Borrower

Signed, sealed and delivered in the presence of:

 Witness

 Witness

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[Space Below This Line For Acknowledgment]

State of SOUTH CAROLINA

County of GREENVILLE

The foregoing instrument was acknowledged before me this 20 Nov. 2019
(date)

by JOHN K. PAYNE AND RUTH G. PAYNE

(names of person acknowledging)



[Signature]
Signature of Person Taking Acknowledgment

Title or Rank

MC# 6-17-23
Serial Number, if any

State of SOUTH CAROLINA

GREENVILLE County

I certify that Jennifer L. Lumberger
(name of subscribing witness)

personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either witnessed

JOHN K. PAYNE AND RUTH G. PAYNE sign the foregoing document
(name of principal)

or witnessed JOHN K. PAYNE AND RUTH G. PAYNE
(name of principal)

acknowledge his or her signature on the already-signed document.

Date: 11/26/19 [Signature]
(Signature of Notary)



(Notary's Printed or Typed Name)

Notary Public for South Carolina

My Commission Expires: 6-17-23

[Signature]

[Signature]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of NOVEMBER, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure repayment of a Home Equity Line of Credit Agreement (the "Agreement") to SHARONVIEW FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1894 BROCKMAN ROAD, GREER, SOUTH CAROLINA 29657
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (the "Declaration"). The Property is a part of a planned unit development known as

CIDANDELLE
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then Borrower's obligation to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the Secured Debt, as provided in Section 11 of the Security Instrument.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the Secured Debt as provided in the Security Instrument.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional Secured Debt secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

 (Seal)
COLIN K. PAYNE -Borrower

 (Seal)
RUTH G. PAYNE -Borrower

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, in the Reidville Community, being shown and designated as Lot No. 1 Chandelle Estates, containing 0.99 acre, more or less, as shown upon plat prepared for Larry Dee Davis and Angela Davis by Huskey & Huskey, Inc., Professional Land Surveyors dated April 25, 1997 and recorded in Plat Book 139, at Page 931 in the Office of the ROD for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

BELOW IS FOR INFORMATIONAL PURPOSES ONLY:
 TMS#: 4-01-00-005.05

Derivation: This being the same property conveyed to John K. Payne and Ruth G. Payne by deed from Larry Dee Davis and Angela R. Davis, recorded June 2, 2000 in Deed Book 72C at Page 145, ROD for Spartanburg County. More recently conveyed to John K. Payne and Ruth G. Payne as JROS by deed from John K. Payne and Ruth G. Payne, recorded March 7, 2006 in Deed Book 2006 at page 12536, ROD for Spartanburg County.

Property Address:
 1004 Brockman Road
 Greer, SC 29651





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1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF SPARTANBURG) CASE NO.: 2016-CP-42-01854
3
4 Chandelle Property Owners)
5 Association,) DEPOSITION OF
6 Plaintiff,) WARREN JOHNSON
7 vs.) AUGUST 11, 2022
8 James Douglas Armstrong,)
9 Jane Armstrong, Kenneth L.)
10 Galloway, Molly C. Galloway)
11 Warren Johnson, Rhonda)
12 Johnson, John K. Payne,)
13 Ruth G. Payne, and Jane Van)
14 Wieren as Trustee of the)
15 Greer R.G. Irrevocable)
16 Property Trust, dated October)
17 25, 2006, and also all other)
18 persons unknown, claiming any)
19 right, title, estate,)
20 interest in or lien upon the)
21 real estate described in the)
22 complaint herein,)
23 Defendants.)
24 _____)
25

1 Deposition on oral examination of WARREN JOHNSON,
2 reported by Susanna M. Amstutz, Court Reporter and Notary
3 Public in and for the State of South Carolina; pursuant to
4 Rule 30 of the South Carolina Rules of Civil Procedure;
5 said deposition was taken at the offices of Wendell L.
6 Hawkins, P.A., 310 The Parkway, Greer, South Carolina on
7 Wednesday, the 11th day of August, 2022; commencing at the
8 hour of 12:48 p.m.

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APPEARANCES:

REPRESENTING THE PLAINTIFF:

D. RYAN MCCABE, ESQ.
McCabe Trotter & Beverly, P.C.
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Columbia, South Carolina 29209
(ryan.mccabe@mccabetrotter.com)

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JOHN D. SOLAR, ESQ.
and
JOHN HARJEHAUSEN, ESQ.
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RICHARD L. PATTON
Patton Law Firm
819 E. North Street, Suite 234
Greenville, South Carolina 29601
(pattonlawfirmllc@gmail.com)

ALSO PRESENT:

- Diane Fanti
- Billy J. Israel
- George Lynn Fleming

VIA ZOOM:

- Greg Stett

1 **Chandelle Property Owners Association?**

2 A. Well, as my wife stated earlier, we got stuck
3 with a \$2,500 bill, and I don't know if that
4 number's exact, but we did have to pay extra for
5 a water tap because, I'm going to say that any
6 lot down Air Park Drive that's above lot number
7 26, the water department considered those not
8 part of the Association, and -- or part of the
9 subdivision, so we had to pay extra.

10 **Q. Okay. And you understand, when you went to build**
11 **your house, you went to the county and you got a**
12 **building permit, correct?**

13 A. Well, as my wife said, we hired a builder that
14 took care of all the permitting.

15 **Q. Okay.**

16 A. But, yes --

17 **Q. So you -- you --**

18 A. -- a permit was taken out.

19 **Q. You asked the county for permission to build in**
20 **Chandelle subdivision or on your property?**

21 A. Correct. I asked.

22 **Q. Okay.**

23 A. Yeah.

24 **Q. And then you went to the Association and you said**
25 **this is what we'd like to build. This is our**

1 architectural plan. Will you approve it,
2 correct?

3 A. Correct.

4 Q. Okay. And you understand that the Association
5 and the county have two separate and distinctly
6 different roles with respect to your property.
7 Do you agree with that?

8 A. I'm not sure I can -- rephrase that or ask it
9 again. Let me think it through.

10 Q. Well, you didn't go to the board and ask them for
11 permission to give you a sewer tap, did you?

12 A. No.

13 Q. 'Cause that's not their responsibility.

14 A. Correct.

15 Q. Right. And so, for whatever reason the county
16 would have told you, you would be entitled to one
17 or not entitled to one. That doesn't have
18 anything to do with the restrictive covenants,
19 does it? In your legal opinion?

20 A. Well, I can't make legal opinions, but I -- I
21 would say no.

22 Q. Okay. So you were told that there wasn't -- that
23 there wasn't any available taps. That you were
24 going to have to pay an additional 2,500 fee --
25 \$2,500 fee, correct?

1 think it's 2002 he lost his ability to add lots
2 to the neighborhood, but I don't know that for a
3 fact. You'll have to tell me. That's for the
4 attorneys to decide.

5 **Q. Do you challenge the authenticity of this**
6 **document?**

7 A. No.

8 **Q. Okay. Do you acknowledge that every recorded**
9 **instrument pertaining to your lots, let's see if**
10 **I can get it right, 29, 30, 34, and 28, all**
11 **reference lot numbers to plats that contain the**
12 **term "Chandelle"?**

13 A. I do agree with that. That's just text on --
14 text on a -- on a survey.

15 **Q. Well, did you have some surveyors provide surveys**
16 **on your behalf?**

17 A. You bet.

18 **Q. Yes. Exhibit 6.**

19 A. Did you have, or ask, someone to prepare this
20 plat at your request?

21 A. Sure. I hired Huskey & Huskey to -- to do this
22 for me.

23 **Q. Okay. And did you have it recorded with the**
24 **Register of Deeds office at your request? Or on**
25 **your behalf?**

1 A. Yes.

2 Q. Okay. You acknowledge that this references lot
3 numbers located within Chandelle?

4 A. I'm just looking to see where I see the, actually
5 the words "lots in Chandelle," anywhere on this
6 plat.

7 Q. Go to the notes. I'll help you. Number -- the
8 fifth note under the notes section.

9 MS. JOHNSON: Top block. Center of the page.

10 THE WITNESS: Old 12-inch -- oh. I see it. I
11 see the text that says Chandelle Section 6, as
12 shown on our plat.

13 BY MR. MCCABE:

14 Q. Did you ask a surveyor to prepare this?

15 A. I don't know if I personally asked a surveyor, or
16 if it was handled through our attorney, but we
17 definitely were instrumental in making sure that
18 a survey was done.

19 Q. Okay. Turn to Exhibit 8, please, sir.

20 A. Yeah.

21 Q. Were you finished on the last one?

22 A. Well, other than the fact that, as my wife
23 pointed out, I mean, these things definitely have
24 a stamp on them that say "Exempt." If they're
25 not really in --

1 Q. Okay. Well, I'm going to let you give your legal
2 opinion on that.

3 A. I will not give a legal opinion on anything.

4 Q. Well --

5 A. Number 7, you said?

6 Q. 8. I'm sorry.

7 A. Okay.

8 Q. Do you recognize this plat?

9 A. I do.

10 Q. Was it prepared at your request?

11 A. Yes.

12 Q. And does it reference lots located in Chandelle?

13 A. It re- -- it references lots on Air Park Drive --

14 Q. Look at the next section.

15 A. -- that have a note. It says a note that it's in
16 Chandelle Section 7.

17 Q. Okay. Do you recall the purpose of this?

18 A. Sure. It was to combine the lots for -- for tax
19 reasons. You bet.

20 Q. With the county?

21 A. Correct.

22 Q. Right. But you also asked for permission from
23 Chandelle to combine these lots, as well, didn't
24 you?

25 A. John gave us permission to combine these lots,

1 correct.

2 Q. Correct.

3 You understood that you had to go to two
4 different places to get permission to bind -- to
5 -- to combine those lots, one's at the county,
6 one's with the developer -

7 A. Correct.

8 Q. -- and you had to do that because the restrictive
9 covenants required you to get permission from the
10 developer to combine lots, correct?

11 A. Correct.

12 Q. Okay. Do you mind flipping to Exhibit Number 9?
13 I'm going to -- do you recognize Exhibit Number
14 9?

15 A. I do.

16 Q. What is it?

17 A. It is an easement that gives lots -- well, let me
18 read it and make sure. It gives the properties
19 listed in this tax map an easement to the runway.

20 Q. Okay. Who prepared this document?

21 A. I prepared the document.

22 Q. You prepared the -- the easement?

23 A. Correct.

24 Q. Did you have a lawyer review it?

25 A. No. But I got a lot of the -- a lot of the

1 needed to have happened to make it happen. You
2 took us down a path that was crazy.

3 **Q. And all of these things require something called**
4 **cooperation. You agree with me?**

5 A. I do. But, I mean, there, again, we weren't
6 allowed to cooperate in anything. We never -- to
7 this day, we have never voted on anything at all.
8 We're kept in the dark on what happens. So we
9 have -- even the meeting minutes are a joke for
10 what goes on in our Homeowners Association. They
11 are one page. We're in there for two hours, and
12 the meeting minutes are that long
13 (demonstrating).

14 **Q. And -- and you've received notices for the annual**
15 **meetings.**

16 A. Correct.

17 **Q. And you've attended a bunch of them.**

18 A. I did. I have.

19 **Q. And -- and you've paid your assessments up**
20 **through, what, 2016?**

21 A. I paid my assessments until you sued us and told
22 us we weren't in the neighborhood.

23 **Q. And that's your interpretation of what the**
24 **lawsuit alleges. That you are being told that**
25 **you're not in the neighborhood.**

1 A. Well, I have multiple places where you or Billy
2 Isreal have said we are not in the neighborhood.
3 In fact, I have Billy Isreal saying that not only
4 am I not a member of the Homeowners Association,
5 I'm not in Chandelle subdivision, and if I want
6 to, I can put a trailer in my front yard. He
7 said that point-blank in a meeting when everybody
8 was present.

9 **Q. And you relied on his opinion?**

10 A. He's the president of the Homeowners Association,
11 and he speaks with you. Surely, he's a smart
12 man. He wouldn't have made that statement
13 without having your approval.

14 **Q. Do you recall --**

15 A. I think that was 2015. I don't know for a fact,
16 but it's easy to track down.

17 **Q. Okay.**

18 A. And if you had good meeting minutes that the
19 Homeowners Association kept, you'd know that.

20 **Q. Okay. So, did you apply to the -- to the**
21 **Association, or the Architectural Control**
22 **Committee, or the board, any of the above, for**
23 **permission to construct your residence?**

24 A. We did.

25 **Q. Okay. And did you ask for permission from the**

1 Association to extend the paving for your -- your
2 runway hangar --

3 A. We did.

4 Q. -- that your hangar has? And did you ask for
5 permission to modify your fence or to --

6 A. I don't think we ever modified our fence.

7 Q. Or constructed.

8 A. We did.

9 Q. And did you ask for permission for a variance
10 from Section 4.12?

11 A. If you have records that say I did, I did.

12 Q. Well, you want to see them? Look at the
13 exhibits. Well, I mean, you don't have to, but
14 if --

15 A. No. We don't need to waste time on that.

16 Q. Okay.

17 A. That's fine. I know what you're trying to get
18 at.

19 Q. And did any of these times that you were
20 requesting permission to do things, did you ever
21 say, or your wife, or anyone on your behalf, say
22 we're not subject to the restrictions for this
23 neighborhood?

24 A. No. I never said that. In fact, you're the one
25 that told everyone that we weren't in the



VICINITY MAP N/S

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
 PROPERTY SHOWN SUBJECT TO EASEMENTS OF/NOT OF RECORD.
 UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
 NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
 BEING LOT 30 AND 34 OF CHANDELLE SEC. 6 AS SHOWN ON OUR PLAT DATED AUG. 1, 2008.
 OLD 1/2" REBAR ON ALL CORNERS.



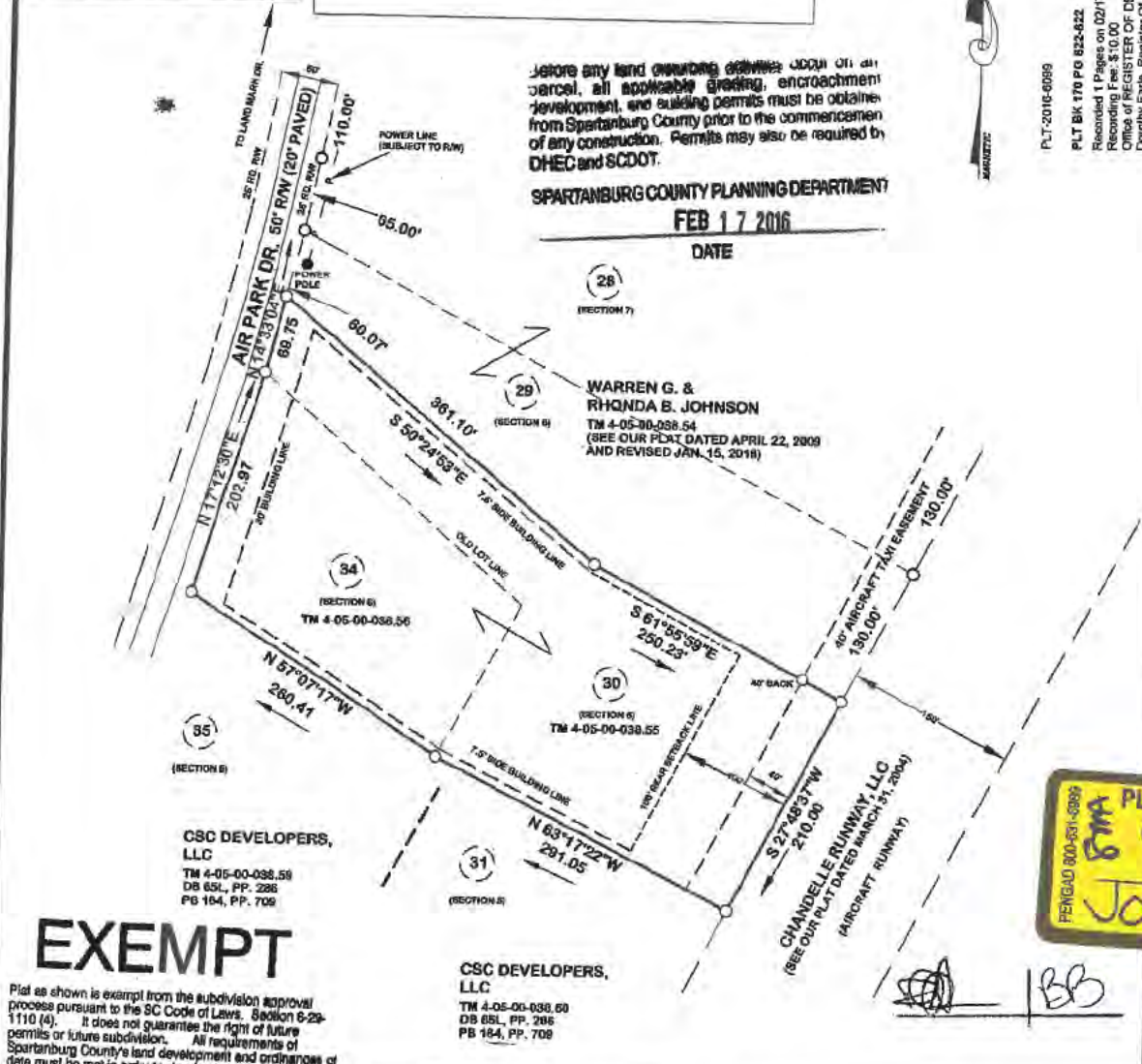
PLT 2016-0089
 PLT BK 170 PG 822-822
 Recorded 1 Pages on 02/17/2016 03:17:23 PM
 Recording Fee: \$10.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S. C.
 Dorothy Earle, Register of Deeds

Before any land ownership changes occur on all parcels, all applicable grading, encroachment, development, and building permits must be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by DHEC and SCDOT.

SPARTANBURG COUNTY PLANNING DEPARTMENT

FEB 17 2016

DATE



EXEMPT

Plat as shown is exempt from the subdivision approval process pursuant to the SC Code of Laws, Section 6-29-1110 (4). It does not guarantee the right of future permits or future subdivision. All requirements of Spartanburg County's land development and ordinances of date must be met in order to develop the property.

3.00 AC. TOTAL

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCR OACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

REF. PLAT BOOK 160, PP. 652 REF. DEED BOOK 65 L, PP. 286

CLOSING SURVEY FOR
WARREN G. JOHNSON
and RHONDA B. JOHNSON
 LOCATED 4 MILES SOUTHWEST OF REIDVILLE - 510, 514 AIR PARK DR.

COUNTY: SPARTANBURG	COUNTY BLOCK MAP: 4-05-00-038.55, 038.56	STATE: SOUTH CAROLINA
DATE: JANUARY 15, 2016	FIELD BOOK	FIELD CHIEF T. E. H.
REVISED:		DRWN. BY S. H. D.
SCALE 1" = 100'	CKD. BY T. E. H.	
HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS 2939 CHESNEE HWY. - SPARTANBURG, SC 29307 PH. (864)578-5674, FAX (864)578-1774, E-MAIL huskeyplains@bellsouth.net		Job No. 629728

MEMBER OF THE S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS



PLAINTIFF'S EXHIBIT
 Johnson
 2/21/18

E-4113



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1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF SPARTANBURG) CASE NO.: 2016-CP-42-01854
3
4 Chandelle Property Owners)
5 Association,) DEPOSITION OF
6 Plaintiff,) JOHN K. PAYNE
7 vs.) AUGUST 2, 2022
8 James Douglas Armstrong,)
9 Jane Armstrong, Kenneth L.)
10 Galloway, Molly C. Galloway)
11 Warren Johnson, Rhonda)
12 Johnson, John K. Payne,)
13 Ruth G. Payne, and Jane Van)
14 Wieren as Trustee of the)
15 Greer R.G. Irrevocable)
16 Property Trust, dated October)
17 25, 2006, and also all other)
18 persons unknown, claiming any)
19 right, title, estate,)
20 interest in or lien upon the)
21 real estate described in the)
22 complaint herein,)
23 Defendants.)
24 _____)
25

1 Deposition on oral examination of JOHN K. PAYNE,
2 reported by Susanna M. Amstutz, Court Reporter and Notary
3 Public in and for the State of South Carolina; pursuant to
4 Rule 30 of the South Carolina Rules of Civil Procedure;
5 said deposition was taken at the offices of Wendell L.
6 Hawkins, P.A., 310 The Parkway, Greer, South Carolina on
7 Tuesday, the 2nd day of August, 2022; commencing at the
8 hour of 9:54 a.m.

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APPEARANCES:

REPRESENTING THE PLAINTIFF:

D. RYAN MCCABE, ESQ.
McCabe Trotter & Beverly, P.C.
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REPRESENTING THE DEFENDANT:

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RICHARD L. PATTON
Patton Law Firm
819 E. North Street, Suite 234
Greenville, South Carolina 29601
(pattonlawfirmllc@gmail.com)

ALSO PRESENT:

- Diane Fanti
- Billy J. Israel
- George Lynn Fleming

VIA ZOOM:

- Greg Stett

1 Q. Did you talk to Mr. Stewart?

2 A. Yes.

3 Q. And what did you discuss with Mr. Stewart?

4 A. A lot things. We've been friends since 1986. We
5 started out as a business relationship, and he
6 taught me how to fly in 1986 and so then I
7 started buying Ultralights from him and then that
8 business relationship over time turned into a
9 friendship, and so we talk on a regular basis
10 about any number of things that any person would
11 talk about.

12 Q. You said it started as a business? You mean as
13 you were purchasing something from him or as in
14 you were in business? Involved in business?

15 A. No, I was not involved in his business. I was
16 purchasing Ultralight vehicles through him.

17 Q. I understand. Did Mr. Stewart build Ultralights?

18 A. Yes. His business was Flight World. It was
19 called Flight World.

20 Q. Okay. Did you have any involvement in the
21 development of Chandelle subdivision with CSC or
22 Mr. Stewart or Mr. Cobb or Ms. Berry?

23 A. I did help.

24 Q. Tell me about that.

25 A. In the beginning, of course, I was still living

1 in Rock Hill at the time but when this -- this
2 idea came up of developing the neighborhood --
3 well, let me back up. What is Chandelle now was
4 a 92-acre apple orchard when John was running his
5 Flight World business right at the end of that
6 apple orchard. He had a 2,000-foot grass runway.
7 Okay. So when this apple orchard came up for
8 sale, then several of us tried to come up with
9 the money to buy it, and we didn't all have the
10 money. There was another third-party person got
11 involved to help finance it because this acreage
12 was just under a million dollars. 900- and I
13 don't remember the exact number. Right at a
14 million. So, once the purchase was made, then I
15 helped try to come up with, I just made
16 suggestions. Names of the streets or names of
17 the subdivision itself. When -- when we actually
18 started writing covenants and bylaws, I helped
19 with that process. And so once the neighborhood
20 was developed, or created, I should say, then I
21 helped serve with John Stewart, Doug Cobb,
22 Marilyn Berry and myself and one other person was
23 -- was involved in trying to manage the
24 neighborhood. And so as lots started selling and
25 people started moving in, then we acted kind of

1 as the board, and ACC, and so on, to handle
2 issues as they came up. And so as things would
3 arise, questions, concerns would come up, we
4 would get together and discuss what to do about
5 any particular situation and make a decision and
6 move on and then later on as we progressed, we
7 invited Stu Swanson to join us. He was a person
8 that had bought a lot. He had built his hangar
9 first and lived in it while he was building his
10 house. He did everything right by the book, just
11 -- just did everything perfectly. So we asked
12 him to join our group since he was someone who
13 just moved in, so that -- so he would be able to
14 convey to others members of the neighborhood that
15 he was participating and voting on any kind of
16 issues that came up. The way we would do it was
17 whatever the issue was, we would talk about it
18 and the five of us would vote on what to do and
19 if the vote, of course, John Stewart was the
20 principal, and he could override any of us, but
21 and we -- and we naturally had disagreements.
22 And we, for any particular subject, we would have
23 a vote and it all may be unanimous and it may be
24 four of us wanted to do this and Stewart wanted
25 to do that. So Stewart would do what the four of

1 us wanted to do. He was agreeable to do
2 everything by votes and the majority ruled. And
3 that's the way we ran it until Billy and Bruce
4 and Cindy were appointed in 2010.

5 **Q. Did -- was there any overlap between your time on**
6 **the board and Bruce, either Bruce, Cindy and/or**
7 **Billy?**

8 A. Now I was never on the board once the first board
9 was appointed, which was Bruce, Cindy, and Billy.
10 I was never on the board from that point on. I
11 was on the ACC, Architectural Control Committee.
12 I continued to maintain that for a period of time
13 until, I guess I spent 15 years total on this,
14 from the beginning 'til I got off the ACC and
15 then I have not served in any capacity since
16 then.

17 **Q. And you said it wasn't really the board. It was**
18 **Bruce, Cindy, and Billy. But you described**
19 **servicing in a role where you made decisions like a**
20 **board would. I think you used that term. How --**
21 **and I'm not trying to put words in your mouth,**
22 **I'm trying to figure out what capacity you served**
23 **in. Were you working for the developer or were**
24 **you working for the Homeowners Association?**

25 A. Developers.

1 (Document tendered to witness)

2 BY MR. MCCABE:

3 Q. Look at these. Here you go. Just
4 familiarize yourself with them and in the
5 meantime, we will take a two-minute break and
6 be right back.

7 You let me know when you're ready.

8 (A short break transpired)

9 BY MR. MCCABE:

10 Q. I've handed you what is marked Exhibit 1, we took
11 a break. Did you have a chance to review those
12 documents?

13 A. Briefly. Yeah.

14 Q. Are you familiar with them?

15 A. Yes.

16 Q. Do they appear to be accurate and complete copies
17 of -- of -- of the documents that are included?

18 A. It appears to be. Hold on. On a casual glance.

19 Q. All right. And so, if you'll turn to the first
20 document under there, it's a deed. It's got two,
21 it's got a several different stamps. But I'll
22 look at the one in the upper left, upper top left
23 hand corner, or let's look at the Bates label at
24 the very bottom. It says Plaintiff 3678.

25 A. Yes.

1 wanted the garage finished. I wanted the garage
2 doors that went up and down and you didn't have
3 to manually open them. I wanted the house
4 finished, and it was not finished. If -- if that
5 makes sense to you.

6 **Q. Yes, sir, it does. And did -- did and did -- you**
7 **understand the Davis's purchased the property**
8 **from Mr. James Brockman?**

9 A. I understood that they purchased the property
10 from John Stewart. The -- the first 10 lots,
11 John and James Brockman had an agreement. The
12 first 10 lots or 10 acres was actually James
13 Brockman's property, but he agreed to go in with
14 John Stewart and put that 10 acres into Chandelle
15 and it become a part of Chandelle.

16 **Q. And it would be a part of, and subject to, the**
17 **covenants?**

18 A. Yes.

19 **Q. Okay. And so on this deed, it says that it's**
20 **from Mr. Brockman, but I think what you are**
21 **saying, and I'm not trying to put words in your**
22 **mouth, you're saying Mr. Brockman and Mr. Stewart**
23 **in concert sold this -- this property to the**
24 **Davis's?**

25 A. That's correct.

1 Q. And did -- was Mr. Stewart compensated in some
2 way?

3 A. Yes.

4 Q. And he was paid by Mr. Brockman?

5 A. Yes.

6 Q. Do you know how much he was paid per lot?

7 A. The way I understand it, the way I remember it,
8 John put up all the money to build the street
9 that bordered that property, Vista Point. So at
10 the sale of any of those first 10 lots, John
11 would get \$27,000 and James would get the rest.
12 And that was James paying John his portion of
13 putting the street in.

14 Q. I see.

15 A. That's the way I remember it.

16 Q. All right. So, maybe will save us some time,
17 I'll ask you a question. Is lots, and so is lot
18 1, your property where you live, lot 1, subject
19 to the Declaration of Protective Covenants for
20 the Chandelle subdivision?

21 A. Yes.

22 Q. Okay. And you acknowledge on this deed that it
23 says it's subject to the restrictive covenants
24 found at Book 67A and page 583?

25 A. Yes.

1 of that meeting recently?

2 A. No.

3 Q. All right. So, with regard to lot number 1, you
4 acknowledge that lot number 1 is subject to the
5 restrictive covenants for the Chandelle,
6 Declaration of Protective Covenants for the
7 Chandelle Association?

8 A. I do.

9 Q. Okay.

10 A. But not that particular version that I was asked
11 to sign. I was more than -- matter of fact, I've
12 been living there longer than most people. I've
13 been a part of it since the very beginning. I
14 thought I was in the neighborhood when I bought
15 the house. When I received that ratification
16 document to sign I would've signed it had it been
17 worded a different way. I could not sign it
18 because the next to last paragraph, page 2, says
19 I agree with everything that Billy Israel has
20 done and then the next paragraph says I am going
21 to agree to everything that's going to happen in
22 the future. Well I can't do that. There's no
23 way I could do that.

24 Q. Did -- did you ever suggest signing a revised --
25 did you ever reach out to the board or anyone and

1 Q. And look on the -- this third page at the upper
2 right-hand corner, it says Plat Book 149 page
3 0064, correct?

4 A. Correct.

5 Q. And if you look at the -- the bottom right
6 corner, it says that this is Chandelle section,
7 or phase, 2A?

8 A. Because of my vision problem, I can't read that.

9 Q. It's okay.

10 A. On this last page are you talking about?

11 Q. Yes, sir.

12 A. Yes, I see that.

13 Q. You do see that?

14 A. Yes.

15 Q. Where it says Chandelle section, or phase, 2A?

16 A. Yes.

17 Q. Okay. That's -- that's it for Exhibit Number 2.
18 Do you recall attending some of the annual
19 meetings after 2000-, after the first meeting?
20 After the first official annual meeting that was
21 held in 2010?

22 A. No.

23 Q. Did -- do you recall attending the first annual
24 meeting on November 10, 2010?

25 A. Yes.

1 Q. Okay. And do you recall signing in at that
2 meeting?

3 A. I don't recall it, but --

4 Q. But you don't dispute attending and participating
5 in the meeting?

6 A. No.

7 Q. Okay. Do -- do you recall attending a meeting,
8 an annual meeting, May 30, 2013?

9 A. I don't recall it.

10 Q. Is it possible you attended in May?

11 A. It's possible.

12 Q. Okay. Did you attend the -- a special meeting in
13 February 23, 2015?

14 A. Not that I recall.

15 Q. Did you attend the annual meeting on April 23,
16 2021?

17 A. No.

18 Q. Could you have attended? Could that have been
19 one that maybe you attended by zoom?

20 A. No. I -- I attended no meetings by zoom.

21 Q. Let me ask -- I'm just -- do you know who
22 prepared this?

23 (PLAINTIFF'S EXHIBIT NUMBER 3 MARKED FOR IDENTIFICATION
24 PURPOSES (9 pages) - Chandelle Property Owners Association
25 Meeting Sign-in Sheet)

1 Q. -- after 15 years and then next page at the
2 bottom it says "Plaintiff 02195." This is an e-
3 mail chain that started with you emailing
4 Stu Swanson, Lynn Fleming, Pat Finucane, asking
5 for permission to remove a Bradford pear tree.

6 A. Okay.

7 Q. Do you agree?

8 A. Yes.

9 Q. And -- and you did that because the restrictions
10 required that?

11 A. Right.

12 Q. We go to the next page and there's a document
13 that's entitled "Plaintiff 3511." Do you, take a
14 look at that, and -- and after you looked at it,
15 let me know you're -- I did this pretty small.
16 If you'd like to use your phone to magnify it,
17 that's fine with me.

18 A. I really can't read it well enough to see what it
19 says.

20 Q. I'll try and read it. Maybe it will jog your
21 memory. See if this helps. It says "Sale of
22 10.52 acres per application for sale filed August
23 28, 2019." And it says "Back up purchaser" --

24 MR. HAWKINS: Lynn Spencer.

25 MR. MCCABE: Thank you.

1 A. It was purely to represent property that was not
2 available to potential buyers.

3 Q. I understand. Let's change gears for a moment.
4 Inside the same packet, there's a bundle of
5 documents. The first one is "Plaintiff 3956,"
6 it's a letter from the Association dated
7 September 15, 2021 levying an assessment, a
8 special assessment, of \$2,000. Do you recall
9 receiving that?

10 A. Yes.

11 Q. And, as a matter of fact, you received an invoice
12 from the Association, which is marked as
13 "Plaintiff 3958," correct?

14 A. That's correct.

15 Q. And then, you even had a discussion with Jeff
16 Cooper, who was the treasurer, after you received
17 this?

18 A. Yes.

19 Q. And then on the next page is "Plaintiff 3964."
20 You actually -- you actually paid the \$2,000
21 special assessment by check 1515 date on October
22 30, 2021 and you sent a letter to Mr. Cooper,
23 voicing some objections to the way judgments were
24 being made by the board. But you -- you paid the
25 \$2,000 special assessment, correct?

1 A. Well, what -- what you need to understand is the
2 word "assessments," is clearly defined in our
3 bylaws and covenants to be used for maintenance,
4 to take care of cutting grass, pay the power
5 bill, pay the water bill, pay the insurance on
6 the runway, pay the taxes on the runway, et
7 cetera. That's what our assessments are for.
8 This appeared to me to be a legitimate assessment
9 because improvements were made to the runway.
10 I've always paid assessments for what they're
11 intended to be used for. So that's why I paid
12 this and then, of course, I got back word, now
13 this is going to be used for your fines and
14 penalties. So, clearly, I -- I obviously made a
15 good-faith effort to pay assessments. Your
16 lawyer fees are not assessments. Big difference
17 here. So, you -- you see, I fully intend to pay
18 assessments being used for what they're supposed
19 to be used for. Just because Billy calls your
20 invoice for your fees an assessment, does not
21 make them an assessment. Read the definition of
22 assessments.

23 **Q. Do you know why some people entered into runway**
24 **license agreements but some people did not?**

25 A. Do I know why?

1 **ever asked you to pay, assessments for lot 51?**

2 A. No.

3 **Q. Have you ever paid assessments for lot 1-0 -- I**
4 **mean lot 1?**

5 A. Yes.

6 **Q. Okay. And when did you -- are you still paying**
7 **those assessments for lot 1?**

8 A. No.

9 **Q. Okay. When did you stop paying all the**
10 **assessments?**

11 A. In '16.

12 **Q. And why did you stop paying those assessments?**

13 A. Because instead of using the assessments for the
14 intended purpose that I just described, Billy
15 would give my assessment to Ryan McCabe, as
16 payment on his invoice. So, in effect, I was
17 paying Ryan to sue me and I was paying to Wendell
18 to defend me.

19 **Q. And have you seen invoices, or have you seen that**
20 **-- those assessments were going to Mr. McCabe?**

21 A. They refused to show where our money's going.
22 Another major problem here. We, as property
23 owners, are paying our bills. We have a right to
24 know where our money is going, and they refuse to
25 show it.

1 **Q. Yes, sir.**

2 A. Until we appointed a board. When we appointed
3 the board, Billy raised the assessments to \$800.

4 **Q. Uh-huh.**

5 A. Which was okay. That was, he was still
6 maintaining all the common areas out of that
7 money, and that's fine. That's what should've
8 been happening. But then in 2013, when he hired
9 Ryan, he quit doing the maintenance on anything
10 and then, matter of fact, John went back to
11 cutting grass and -- and so I paid him \$400 to --
12 to pay my share of cutting the grass. And that
13 only happened one year and then all this
14 deteriorated from that point on. So I paid in
15 good-faith up until 2016, my money for
16 assessments, to cover everything that I
17 described.

18 **Q. Okay.**

19 A. When 2016 got here, and I already knew that they
20 weren't paying for the -- I was doing this in
21 good-faith, hoping that something would change
22 and we could get back to normal. So 2016 is when
23 I decided okay. That's it. I am not going to
24 send money to Billy to give to Ryan to sue me.
25 I'm not going to pay the guy that is suing me and

RECORDED DEED 67A PG 958
97 DEC 19 AM 11:28
RMC
SPARTANBURG, SC

1997 DEC 19 AM 11:26
DOCUMENTARY STAMPS
138.75

GRANTEE'S ADDRESS: 1432 Anderson Ridge Road, Greer, SC 29651

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS That I, JAMES P. BROCKMAN, SR. hereinafter, whether one or more, called Grantor, in the State aforesaid, in consideration of the sum of Thirty-Seven Thousand Five Hundred & No/100 (\$37,500.00) Dollars to Grantor in hand paid at and before the sealing of these presents by

LARRY DEE DAVIS and ANGELA R. DAVIS

hereinafter, whether one or more, called Grantee (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee and Grantee's heirs, or successors, and assigns forever:

All that certain piece, parcel or lot of land situate, lying and being in the County of Spartanburg, State of South Carolina, Reidville Community, being shown and designated as Lot No. 1, Chandelle Estates, containing 0.99 acres, on a plat of same made by Huskey & Huskey, Inc. PLS dated April 25, 1997 recorded in the Office of the RMC for Spartanburg County, SC in 139 at page 931.

This is a portion of the property conveyed to the Grantor herein by deed of Granny Peach Associates, dated July 7, 1989 recorded in Book 55-P at page 224.

This conveyance is specifically made subject to those certain Protective Covenants recorded in Book 67-A at page 583.

T.M.S. No. PT 4 01-00 005.00

TOGETHER with all and Singular the Right, 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 and Grantee's Heirs, or successors, and assigns forever.

111RMC 1244121977N073 \$10.00



PLAINTIFF 3678
Exhibit 23 __ Page 21 of 51

DEED 67A PG 960

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AFFIDAVIT

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

1. Property located at Lot 1, containing 0.99 acres, corner of Brockman Road and Air Park Drive, bearing Spartanburg County Tax Map Number PT 4 01-00 005.00, was transferred by James P. Brockman, Sr. to Larry Dee Davis and Angela R. Davis on December 16, 1997.

The Transaction was (Check One):

 X an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$37,500.00.

 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 (See back of affidavit.):

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 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.

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

SWORN to before me this 16th day of December, 1997.

Larry M. Hagood (SEAL)
Notary Public for South Carolina
My Commission Expires: 7-1-2001

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 72 C P 6 1 4 6

WITNESS the grantor's(s) hand(s) and seal(s) this 1st day of June, 2000.

Signed, Sealed and Delivered
in the Presence of:

Robert Hammett
Gretchen Sanders

Larry Dee Davis (SEAL)
Angela R. Davis (SEAL)
Angela R. Davis

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named grantor(s) sign, seal and as the grantor's(s) act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Gretchen Sanders

SWORN to before me this
1st day of June, 2000.

Robert Hammett (SEAL)
Notary Public for South Carolina

My Commission Expires: 12-29-09

DEED85F PG 538

DEE-2006-12536
Recorded 2 Pages on 3/7/2006 10:42:31 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



**TITLE TO REAL ESTATE
NO TITLE SEARCH**

KNOW ALL MEN BY THESE PRESENTS, that John K. Payne and Ruth G. Payne, (hereinafter called "Grantor"), in consideration of One Dollar, Love and Affection, to the Grantor in hand paid at and before the sealing of these presents, by John K. Payne and Ruth G. Payne, as joint tenants with right of survivorship (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 grant, bargain, sell and release unto

John K. Payne and Ruth G. Payne, as joint tenants with right of survivorship

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, in the Reidville Community, being shown and designated as Lot No. 1 Chandelle Estates, containing 0.99 acre, more or less, as shown upon plat prepared for Larry Dee Davis and Angela Davis by Huskey & Huskey, Inc., Professional Land Surveyors dated April 25, 1997 and recorded in Plat Book 139, at page 931 in the Office of the RMC for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This being the same property conveyed to the Grantors by deed of Larry Dee Davis and Angela R. Davis by deed dated June 1, 2000 and recorded June 2, 2000 in Deed Book 72C, at page 145.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 275 Chandelle Ridge Drive, Woodruff, SC 29388-9719
TMS No.: 4 01 00 005 05

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever. And the Grantor do hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to 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

When Recorded Mail To:
FIRST UNION MORTGAGE CORPORATION
1100 CORPORATE CENTER DR. / NC-4777
RALEIGH, NC 27607-5066

[Space Above This Line For Recording Data]

MORTGAGE

FUMC # 8501985

THIS MORTGAGE ("Security Instrument") is given on June 14, 2000. The mortgagor is
JOHN K PAYNE
RUTH G PAYNE
JOINT TENANTS IN COMMON

(Borrower). This Security Instrument is given to
FIRST UNION MORTGAGE CORPORATION, which is organized and existing
under the laws of NORTH CAROLINA and whose address is
1100 CORPORATE CENTER DRIVE RALEIGH, NC 27607-5066 ("Lender").
Borrower owes Lender the Principal sum of Two Hundred Sixty Two Thousand Five Hundred and
no/100 Dollars (U.S. \$ 262,500.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on July 1 2030. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lend-
er's successors and assigns the following described property located in SPARTANBURG
County, South Carolina:

See Attached Exhibit A.

RECORDED
00 JUN 20 PM 5:00
FUMC
SPARTANBURG, S.C.

which has the address of 1004 BROCKMAN ROAD GREER
(Street) (City)
South Carolina 29651 ("Property Address")
(Zip Code)

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together
with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now
or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.
All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants
with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

SOUTH CAROLINA--Single Family--Fannie Mae/Freddie Mac Uniform Instrument Form 3041 9/90 (page 1 of 5 pages)
241455 rev02 (8/97) (14551) JA

111500 518 42003061 \$ 13.00

0000082408000

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

UNIFORM COVENANTS. Borrower and lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These liens are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law required to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: First, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property** If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, and any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in the paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waivers. Borrower waives all rights of homestead exemption in the Property. Borrower waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Security Instrument.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify) LEGAL DESCRIPTION
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Robert A. Hammett _____ (Seal)
Dudolf Swicker _____ -Borrower

John R. Payne _____ (Seal)
 JOHN R. PAYNE -Borrower

Ruth G. Payne _____ (Seal)
 RUTH G. PAYNE -Borrower

_____ (Seal)
 _____ -Borrower

_____ (Seal)
 _____ -Borrower

_____ (Seal)
 _____ -Borrower

_____ (Seal)
 _____ -Borrower

[Space Below This Line for Acknowledgment]

STATE OF SOUTH CAROLINA, Spartanburg County ss:

Before me personally appeared He who is signed and made oath that he/she saw the within named Borrower sign, seal, and as their act and deed, deliver the within written Mortgage; and that vide with the aforementioned witnessed the execution thereof.

Sworn before me this 14th day of June, 2000.

Robert A. Hammett (Seal) _____
 Notary Public for South Carolina
 Comm. Exp. 12-31-09

Dudolf Swicker _____

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

000042400000

PLANNED UNIT DEVELOPMENT RIDER

6501985
PAYNE

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14th day of June, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to FIRST UNION MORTGAGE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at: 1004 BROCKMAN ROAD GREER, SC 29651

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in _____

("Declaration"). The Property is a part of a planned unit development known as _____

[Name of Planned Unit Development]

("PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of the Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument, or any equivalent document which creates the Owner's Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

John K. Payne (Seal) *Ruth G. Payne* (Seal)
 JOHN K. PAYNE (Borrower) RUTH G. PAYNE (Borrower)
 _____ (Seal) _____ (Seal)
 _____ (Borrower) _____ (Borrower)
 _____ (Seal) _____ (Seal)

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REN 2352 PAGE 426

Exhibit A

ALL THAT certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, in the Reidville Community, being shown and designated as Lot No. 1, Chandelle Estates, containing 0.99 acre, more or less, as shown upon plat prepared for Larry Dee Davis and Angela Davis by Huskey & Huskey, Inc. - Professional Land Surveyors dated April 25, 1997 and recorded in Plat Book 139 at Page 931 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

THIS BEING the same property conveyed to John K. Payne and Ruth G. Payne by deed from Larry Dee Davis and Angela R. Davis dated June 1, 2000, and recorded in the Office of the Register of Deeds for Spartanburg County.

THIS CONVEYANCE is being made subject to Protective Covenants as recorded in Deed Book 67-A at Page 583 in the Office of the Register of Deeds for Spartanburg County.

John K. Payne
Ruth G. Payne

000092400000

After Recording Return To:
SHARONVIEW FEDERAL CREDIT UNION
PO BOX 2070
FORT MILL, SOUTH CAROLINA 29716
Loan Number: 2019100076

MTG-2020000518
Recorded 16 on 01/06/2020 03:13:36 PM
Recording Fee: \$25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:MTG 5736 PG:666-681

[Space Above This Line For Recording Date]

MORTGAGE
THIS AGREEMENT SECURES AN OPEN-END, REVOLVING
HOME EQUITY LINE OF CREDIT AND FUTURE ADVANCES.

DEFINITIONS

- (A) "Security Instrument" means this document, which is dated NOVEMBER 26, 2019 , together with all Riders to this document.
- (B) "Borrower" is JOHN K. PAYNE AND RUTE G. PAYNE

the party or parties who have signed this Security Instrument.
Borrower is the Mortgagor under this Security Instrument.

- (C) "Lender" is SHARONVIEW FEDERAL CREDIT UNION

Lender is a FEDERAL CREDIT UNION organized and existing under the laws of SOUTH CAROLINA
Lender's address is PO BOX 2070, FORT MILL, SOUTH CAROLINA 29716

Lender is the Mortgagee under this Security Instrument.

- (D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrower.
- (E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.
- (F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$240,000.00 . Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- (G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

(H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on NOVEMBER 26, 2043

(I) "Property" means the Property that is described below under the heading "Transfer of Rights in the Property."

(J) "Secured Debt" means:

(1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.

(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- 1-4 Family
- Second Home
- Other(s)
- Condominium Rider
- Planned Unit Development Rider
- Escrow Rider
- Mortgage Insurance Rider

(L) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(M) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower of the Property by a condominium association, homeowners association or similar organization.

(N) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(O) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

(Q) "Approved Prior Lien" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the

COUNTY of SPARTANBURG :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED EXHIBIT A
A.E.N. : 4-01-00-005.05

which currently has the address of 1004 BROCKMAN ROAD

GREEN
[City]

SOUTH CAROLINA
[State]

[Street]

29651
[Zip Code]

("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Secured Debt.** Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

SOUTH CAROLINA HOME EQUITY LINE OF CREDIT MORTGAGE
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SCHESA/HLC 08/12/18

Page 3 of 13

DocMagic eSignatures
www.docmagic.com

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. **Funds for Escrow Items.** Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. **Charges; Liens; Prior Security Interests.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can obtain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can obtain priority over this Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater

or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient

to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

The Lender may, at its option, take lesser actions than those described in Section 9. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may obtain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take this action, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or



rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

14. **Agreement/Account Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Agreement and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Change of Servicer; Notice of Grievance.** The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument,

and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified

in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon Borrower's request, and upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Agreement and any future advances, whether optional or obligatory, made under this Security Instrument up to 150% of the Credit Limit plus interest thereon, attorneys' fees and court costs.

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MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

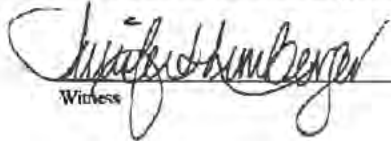


JOHN K. PAYNE (Seal)
-Borrower



RUTH G. PAYNE (Seal)
-Borrower

Signed, sealed and delivered in the presence of:



Witness



Witness

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[Space Below This Line For Acknowledgment]

State of SOUTH CAROLINA

County of GREENVILLE

The foregoing instrument was acknowledged before me this 26 Nov. 2019
(date)

by JOHN K. PAYNE AND RUTH G. PAYNE



(name of person acknowledging)

[Signature]
Signature of Person Taking Acknowledgment

Title or Rank

Serial Number, if any

Me: 6-17-23

State of SOUTH CAROLINA

GREENVILLE County

I certify that Jennifer L. Lemberger
(name of subscribing witness)

personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either witnessed

JOHN K. PAYNE AND RUTH G. PAYNE sign the foregoing document
(name of principal)

or witnessed JOHN K. PAYNE AND RUTH G. PAYNE
(name of principal)

acknowledge his or her signature on the already-signed document.

Date: 11/26/19

[Signature]
(Signature of Notary)

(Notary's Printed or Typed Name)



Notary Public for South Carolina

My Commission Expires: 6-17-23

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[Signature]

[Signature]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of NOVEMBER, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure repayment of a Home Equity Line of Credit Agreement (the "Agreement") to SHARONVIEW FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1804 BROCKMAN ROAD, GRZER, SOUTH CAROLINA 29657
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD (the "Declaration"). The Property is a part of a planned unit development known as

CHANCELE
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then Borrower's obligation to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the Secured Debt, as provided in Section 11 of the Security Instrument.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the Secured Debt as provided in the Security Instrument.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional Secured Debt secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate specified in the Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

 (Seal)
JOHN K. PAYNE -Borrower

 (Seal)
BETH G. PAYNE -Borrower

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, in the Reidville Community, being shown and designated as Lot No. 1 Chandelle Estates, containing 0.99 acre, more or less, as shown upon plat prepared for Larry Dee Davis and Angela Davis by Huskey & Huskey, Inc., Professional Land Surveyors dated April 25, 1997 and recorded in Plat Book 139, at Page 931 in the Office of the ROD for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

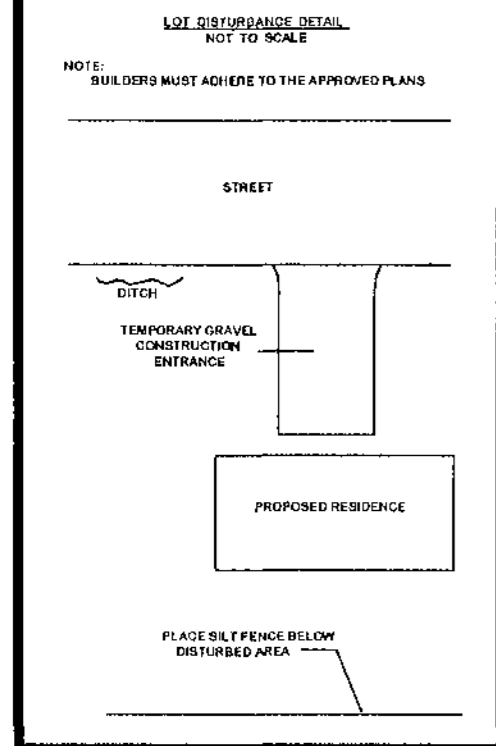
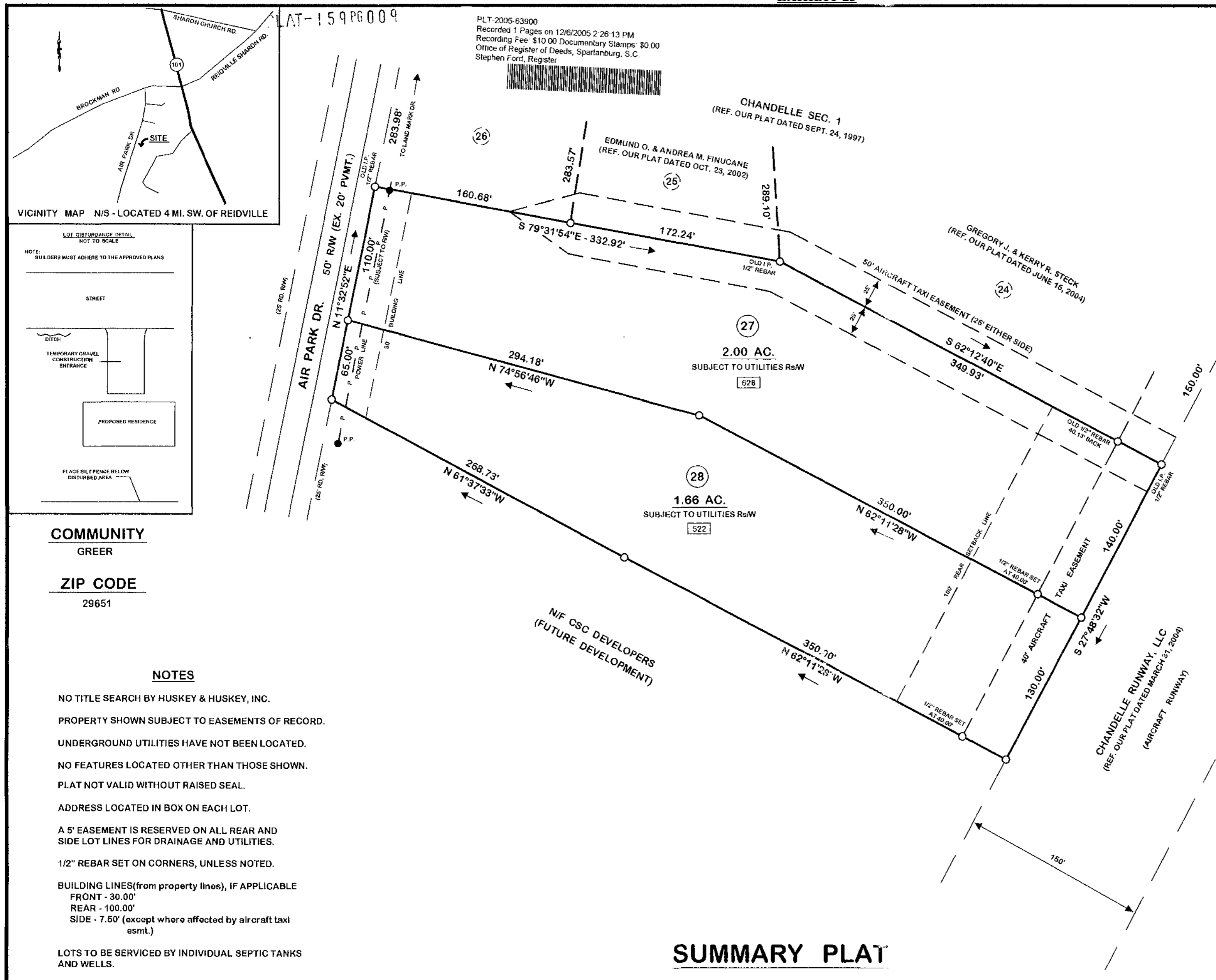
BELOW IS FOR INFORMATIONAL PURPOSES ONLY:
TMS#: 4-01-00-005.05

Derivation: This being the same property conveyed to John K. Payne and Ruth G. Payne by deed from Larry Dee Davis and Angela R. Davis, recorded June 2, 2000 in Deed Book 72C at Page 145, ROD for Spartanburg County. More recently conveyed to John K. Payne and Ruth G. Payne as JROS by deed from John K. Payne and Ruth G. Payne, recorded March 7, 2006 in Deed Book 2006 at page 12536, ROD for Spartanburg County.

Property Address:
1004 Brockman Road
Greer, SC 29651



PLT-2005-63900
 Recorded 1 Pages on 12/6/2005 2:26:13 PM
 Recording Fee \$10.00 Documentary Stamps \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Stephen Ford, Register



COMMUNITY
 GREER

ZIP CODE
 29651

- NOTES**
- NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
 - PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
 - UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
 - NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
 - PLAT NOT VALID WITHOUT RAISED SEAL.
 - ADDRESS LOCATED IN BOX ON EACH LOT.
 - A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
 - 1/2" REBAR SET ON CORNERS, UNLESS NOTED.
 - BUILDING LINES (from property lines), IF APPLICABLE
 FRONT - 30.00'
 REAR - 100.00'
 SIDE - 7.50' (except where affected by aircraft taxi esmt.)
 - LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND WELLS.

N/F CSC DEVELOPERS
 (FUTURE DEVELOPMENT)

SUMMARY PLAT

- LEGEND**
- EX. - EXISTING
 - I.P. - IRON PIN
 - PVMT. - PAVEMENT
 - P.P. - POWER POLE
 - RD. - ROAD
 - R/W - RIGHT-OF-WAY

REVISIONS BOX	
DATE	REVISIONS

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.

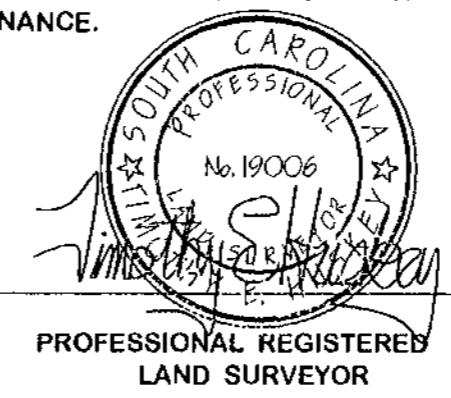
REFERENCE: DEED BOOK 65 L PP. 286 ; 65 L PP. 529 - 631
 PLAT BOOK 134 PP. 342
 BLOCK MAP 4-05-00 - P/O 38.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

NOVEMBER 28, 2005
 DATE

19006

S.C. REG. NO.
 0911



**CERTIFICATE OF SUBDIVISION/
 LAND DEVELOPMENT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

DEC 06 2005
 DATE

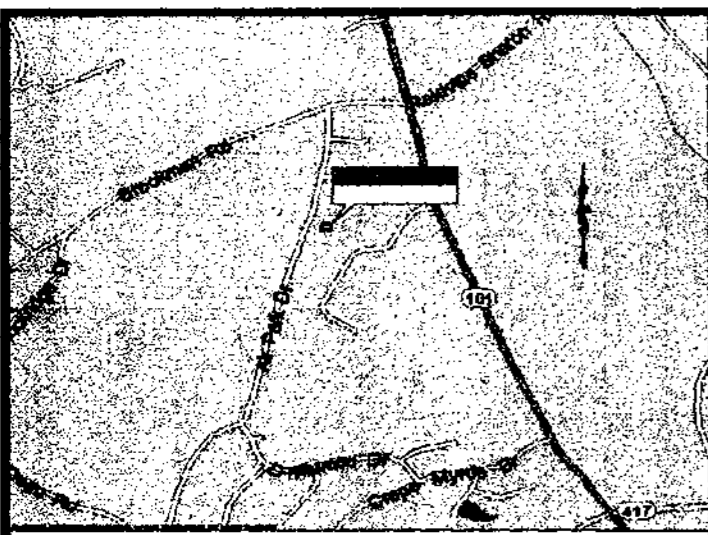
Erin J. Price LMA
 CHAIRMAN, SECRETARY OR
 PLANNING DIRECTOR FOR SPARTANBURG
 COUNTY PLANNING COMMISSION

JOB NO.: 501565	FIELD BK.: 5-015-85	FIELD CHIEF: T. E. H.	DRWN. BY: S. H. D.	CKD. BY: T. E. H.
NAME OF SUBDIVISION				
CHANDELLE				
SECTION 7				
A MINOR RESIDENTIAL SUBDIVISION				
SPARTANBURG COUNTY - SOUTH CAROLINA				
OWNER/DEVELOPER				
CSC DEVELOPERS 400 AIRPARK DR. GREER, SC 29651 PHONE 864-877-2126				
SURVEYOR				
HUSKEY & HUSKEY, INC. 2939 CHESNEE HWY. SPARTANBURG, SC 29307 PHONE 864-578-5671				
NUMBER OF ACRES 3.66		MILES OF NEW ROAD 0		
NUMBER OF LOTS 2		DATE NOVEMBER 28, 2005 REVISED		
SCALE 1" = 60'				

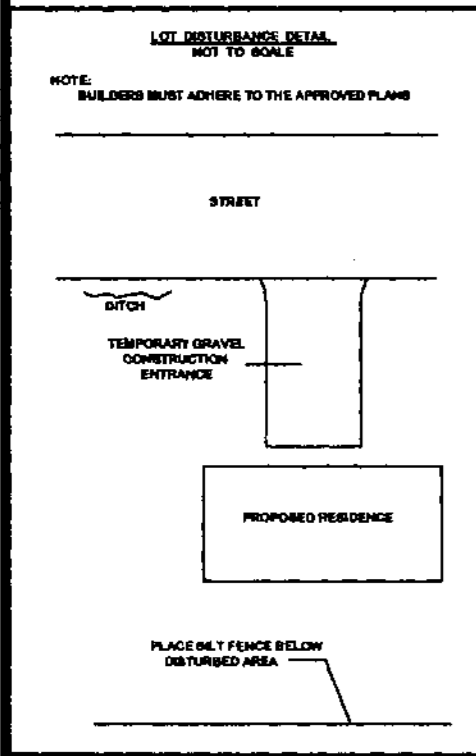
PLAT FILE # 13667 S-868



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.



VICINITY MAP N/S - LOCATED 4 MI. SW. OF REIDVILLE



COMMUNITY
GREER

ZIP CODE
29651

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NO FEATURES LOCATED OTHER THAN THOSE SHOWN.

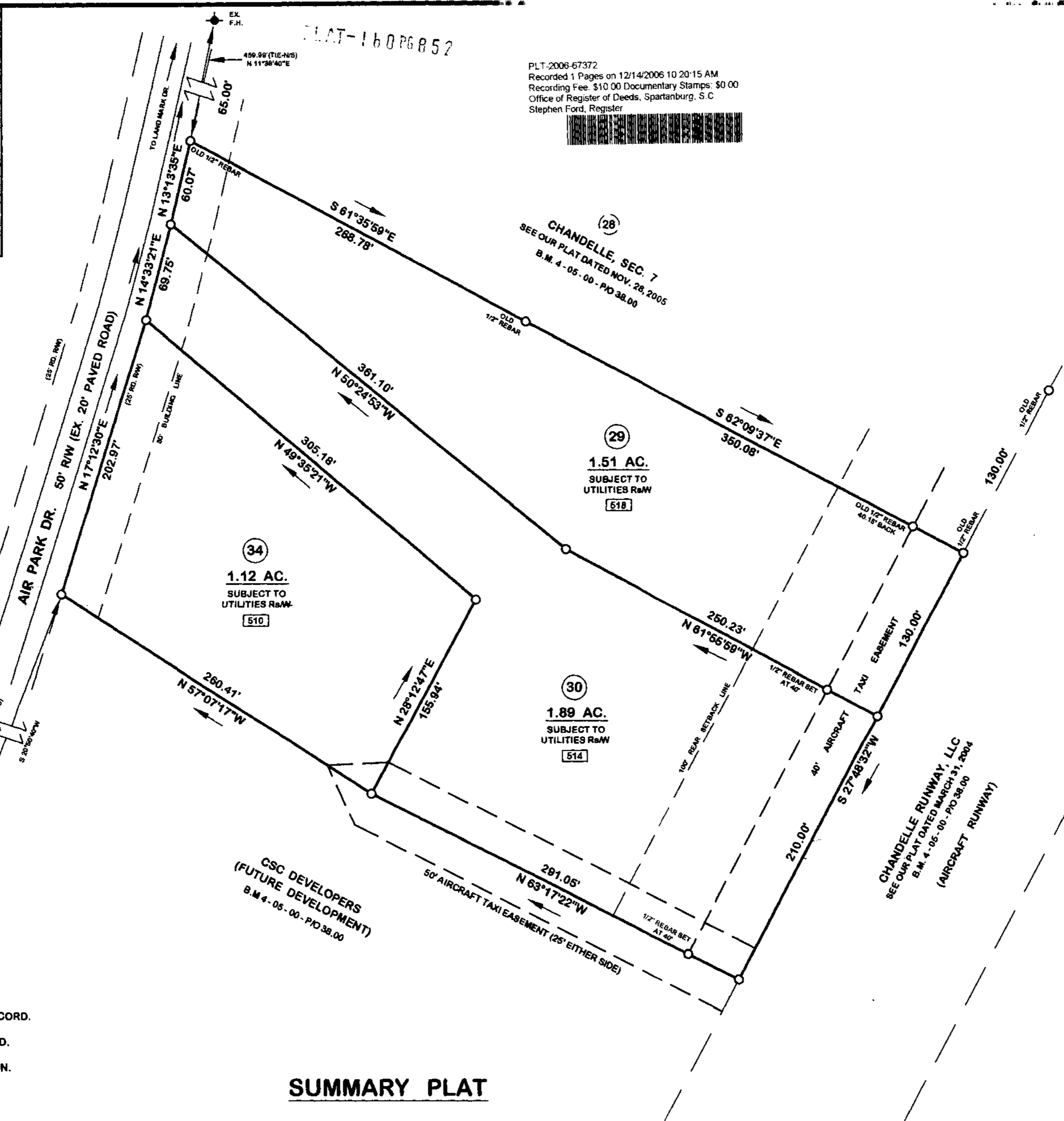
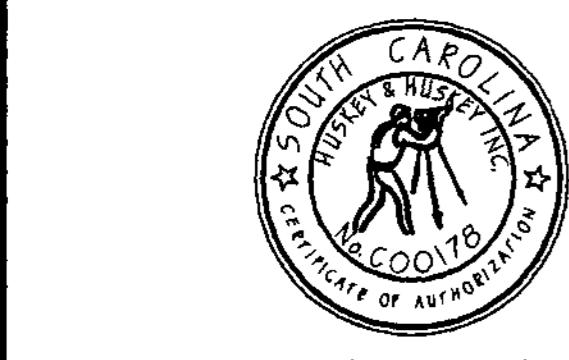
ADDRESS LOCATED IN BOX ON EACH LOT.

A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.

1/2" REBAR SET ON CORNERS, UNLESS NOTED.

BUILDING LINES (from property lines)
FRONT - 30.00'
REAR - 100.00'
SIDE - 7.50' (except where affected by aircraft taxi easmt.)

LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND PUBLIC WATER BY S.J.W.D.



PLT-2006-67372
Recorded 1 Pages on 12/14/2006 10:20:15 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Registrar

(28)
CHANDELLE, SEC. 7
SEE OUR PLAT DATED NOV. 28, 2005
B.M. 4-05-00 - P/O 38.00

(29)
1.51 AC.
SUBJECT TO UTILITIES R/W
518

(34)
1.12 AC.
SUBJECT TO UTILITIES R/W
510

(30)
1.89 AC.
SUBJECT TO UTILITIES R/W
514

CSC DEVELOPERS
(FUTURE DEVELOPMENT)
B.M. 4-05-00 - P/O 38.00

CHANDELLE RUNWAY, LLC
SEE OUR PLAT DATED MARCH 31, 2004
B.M. 4-05-00 - P/O 38.00
(AIRCRAFT RUNWAY)

SUMMARY PLAT

REVISIONS	
DATE	DESCRIPTION
12-13-06	LOCATED 2 FIRE HYDRANTS

LEGEND

AC. - ACRES
B.M. - BLOCK MAP
DR. - DRIVE
EX. - EXISTING
F.H. - FIRE HYDRANT
RD. - ROAD
R/W - RIGHT-OF-WAY

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCR OACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.

REFERENCE: DEED BOOK - 65 L. PP. 286 ; 65 L. PP. 529-631
PLAT BOOK 134 PP. 342
BLOCK MAP 4-05-00 - P/O 38.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

AUGUST 1, 2006
DATE

19006

S.C. REG. NO.



**CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

DEC 14 2006
DATE

David B. Huskey, III
CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

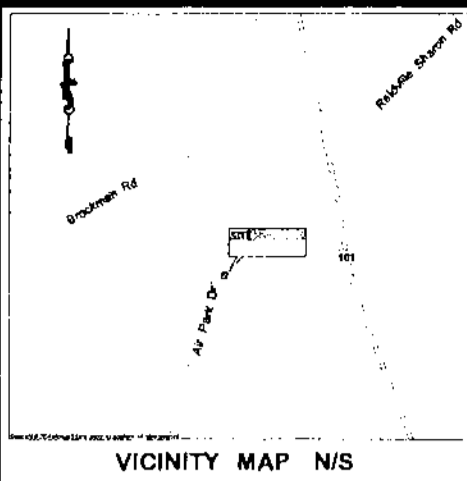
JOB NO.: 60177	FIELD BK.: 6-01-07	FIELD CHIEF: T. E. H.	DRWN. BY: S. H. D.	CKD. BY: T. E. H.
NAME OF SUBDIVISION				
CHANDELLE				
SECTION 6				
A MINOR RESIDENTIAL SUBDIVISION				
SPARTANBURG COUNTY - SOUTH CAROLINA				
OWNER/DEVELOPER				
CSC DEVELOPERS 400 AIR PARK DR. GREER, SC 29651 PH. (864) 877-2126				
SURVEYOR				
HUSKEY & HUSKEY, INC. 2939 CHESNEE HWY. SPARTANBURG, SC 29307 PH. (864) 578-5671, FAX (864) 578-1771 E-MAIL huskeyplinc@bellsouth.net				
NUMBER OF ACRES	4.52	MILES OF NEW ROAD	0	
NUMBER OF LOTS	3	DATE	AUGUST 1, 2006	REVISED
SCALE 1" = 60'				

S - 979

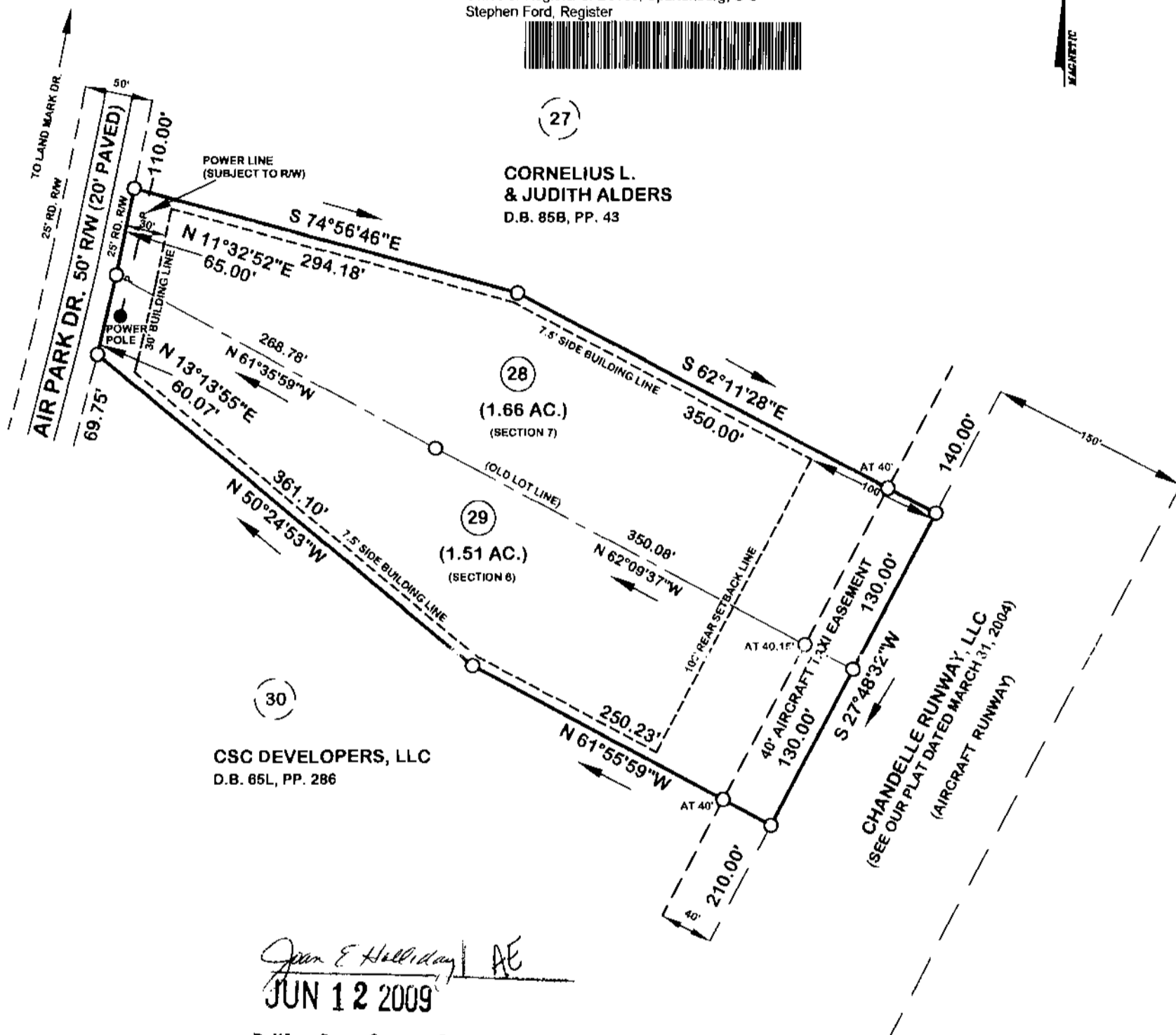
PLAT-164 PG 328

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
 PROPERTY SHOWN SUBJECT TO EASEMENTS OF/NOT OF RECORD.
 UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
 NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
 BEING LOT 28 OF CHANDELLE SEC. 7 AS SHOWN ON OUR PLAT DATED NOV. 28, 2005 AND LOT 29 OF CHANDELLE SEC. 6 AS SHOWN ON OUR PLAT DATED AUG. 1, 2006.
 OLD 1/2" REBAR ON ALL CORNERS.



PLT-2009-26161
 Recorded 1 Pages on 6/24/2009 10 17.35 AM
 Recording Fee: \$10.00 Documentary Stamps \$0.00
 Office of Register of Deeds, Spartanburg, S C
 Stephen Ford, Register



CSC DEVELOPERS, LLC
 D.B. 65L, PP. 286

John E. Halliday AE
 JUN 12 2009

To Whom It may Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sediment Reduction Regulations (#497) of date must be met.

3.17 AC. TOTAL

BLOCK MAP NUMBERS TO BE COMBINED AND MADE AS ONE SINGLE BLOCK MAP NUMBER AND ADDRESS

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCR OACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

REF. PLAT BOOK 159, PP. 9; 160, PP. 852.

REF. DEED BOOK 65 L, PP. 286.

CLOSING SURVEY FOR
WARREN G. JOHNSON
and RHONDA B. JOHNSON
 LOCATED 4 MILES SOUTHWEST OF REIDVILLE

MEMBER OF THE S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS



COUNTY: SPARTANBURG	COUNTY BLOCK MAP: 4-05-00-38.47, 38.54	STATE: SOUTH CAROLINA
DATE: APRIL 22, 2009	FIELD BOOK	FIELD CHIEF T. E. H.
REVISED:		DRWN. BY S. H. D.
SCALE 1" = 100'	0 50 100 200 300	
HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS 2939 CHESNEE HWY. - SPARTANBURG, SC 29307 PH. (864)578-5671, FAX (864)578-1771, E-MAIL huskeyplsinc@bellsouth.net		CKD. BY T. E. H.
		Job No. 629728



REG. NO. 19006

75850
16

055290A PG 978

DO NOT PUBLISH

**State of South Carolina,
County of Spartanburg**

DEE-2009-26162
Recorded 2 Pages on 8/24/2009 10:17:52 AM
Recording Fee: \$10.00 Documentary Stamps: \$758.50
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



GRANTEE'S ADDRESS:

18 AVENS HILL DRIVE
GREER, SC 29651

KNOW ALL MEN BY THESE PRESENTS, THAT

CSC DEVELOPERS, LLC, a South Carolina Limited Liability Company

In the State aforesaid for/and in consideration of the sum of

Two Hundred Five Thousand dollars & no cents \$205,000.00

To it in hand paid at and before the sealing of these presents by

WARREN G. JOHNSON AND RHONDA B. JOHNSON AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

in the State aforesaid, County aforesaid the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by

these Presents does grant, bargain, sell and release unto the said **WARREN G. JOHNSON AND RHONDA B. JOHNSON AS**

JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

the following described property to wit:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING SITUATE AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN AND DESIGNATED AS LOT NO. 28 AND LOT NO. 29 OF CHANDELLE SUBDIVISION, SECTION 7 ON PLAT ENTITLED "CLOSING SURVEY FOR WARREN G. JOHNSON AND RHONDA B. JOHNSON", DATED APRIL 22, 2009, PREPARED BY HUSKEY & HUSKEY, INC, PLS, RECORDED ON June, 2009 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA IN PLAT BOOK 164 AT PAGE 324. REFERENCE TO SAID PLAT BEING HEREBY MADE FOR A MORE COMPLETE METES AND BOUNDS DESCRIPTION THEREOF.

DERIVATION:

THIS BEING THE SAME PROPERTY CONVEYED TO CSC DEVELOPERS, LLC BY DEED OF JB & CR INC. DATED FEBRUARY 19, 1997 AND RECORDED ON FEBRUARY 20, 1997 IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY, SOUTH CAROLINA IN BOOK 65-L AT PAGE 286. SEE ALSO THAT QUIT CLAIM DEED FROM 101 INDUSTRIAL PARK, LLC TO CSC DEVELOPERS, LLC RECORDED ON AUGUST 22, 1997 IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY, SOUTH CAROLINA IN BOOK 66-K AT PAGE 539.

TMS# 4-05-00-038 .47 & 4-05-00-038.54 (TO BE COMBINED)

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

DECEMBER 9 2009

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said WARREN G. JOHNSON AND RHONDA B. JOHNSON AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON their Heirs and Assigns forever.

AND CSC DEVELOPERS, LLC does hereby bind its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said WARREN G. JOHNSON AND RHONDA B. JOHNSON AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON their Heirs and Assigns, against itself and its Successors and Assigns, and all persons whomsoever as may be lawfully claiming, or to claim the same or any part thereof.

WITNESS the hand and seal of an authorized officer, this June 19, 2009

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CSC DEVELOPERS, LLC

Laura C. Hollis
[Signature]

By: Dylan Elall member (L.S.)
It's John R Stewart member (L.S.)

The State of South Carolina,
GREENVILLE County.

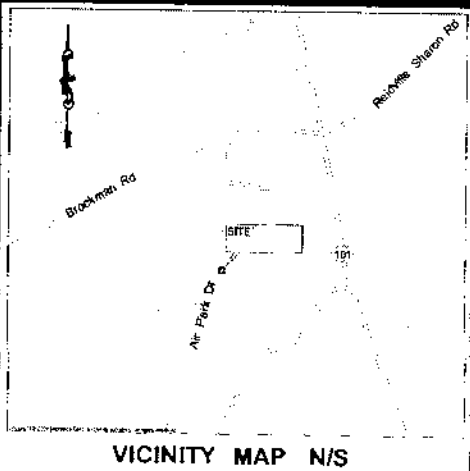
PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named , in his/her capacity as of CSC DEVELOPERS, LLC, sign, seal, and as his /her act and deed, deliver the within written Deed, and that he/she with the notary public witnessed the execution thereof.

SWORN to before me, this June 19, 2009

[Signature] (SEAL)
Notary Public of South Carolina
My Commission Expires 2/15/12

Laura C. Hollis





NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SHOWN SUBJECT TO EASEMENTS OF/NOT OF RECORD.

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NO FEATURES LOCATED OTHER THAN THOSE SHOWN.

BEING LOT 30 AND 34 OF CHANDELLE SEC. 6 AS SHOWN ON OUR PLAT DATED AUG. 1, 2006.

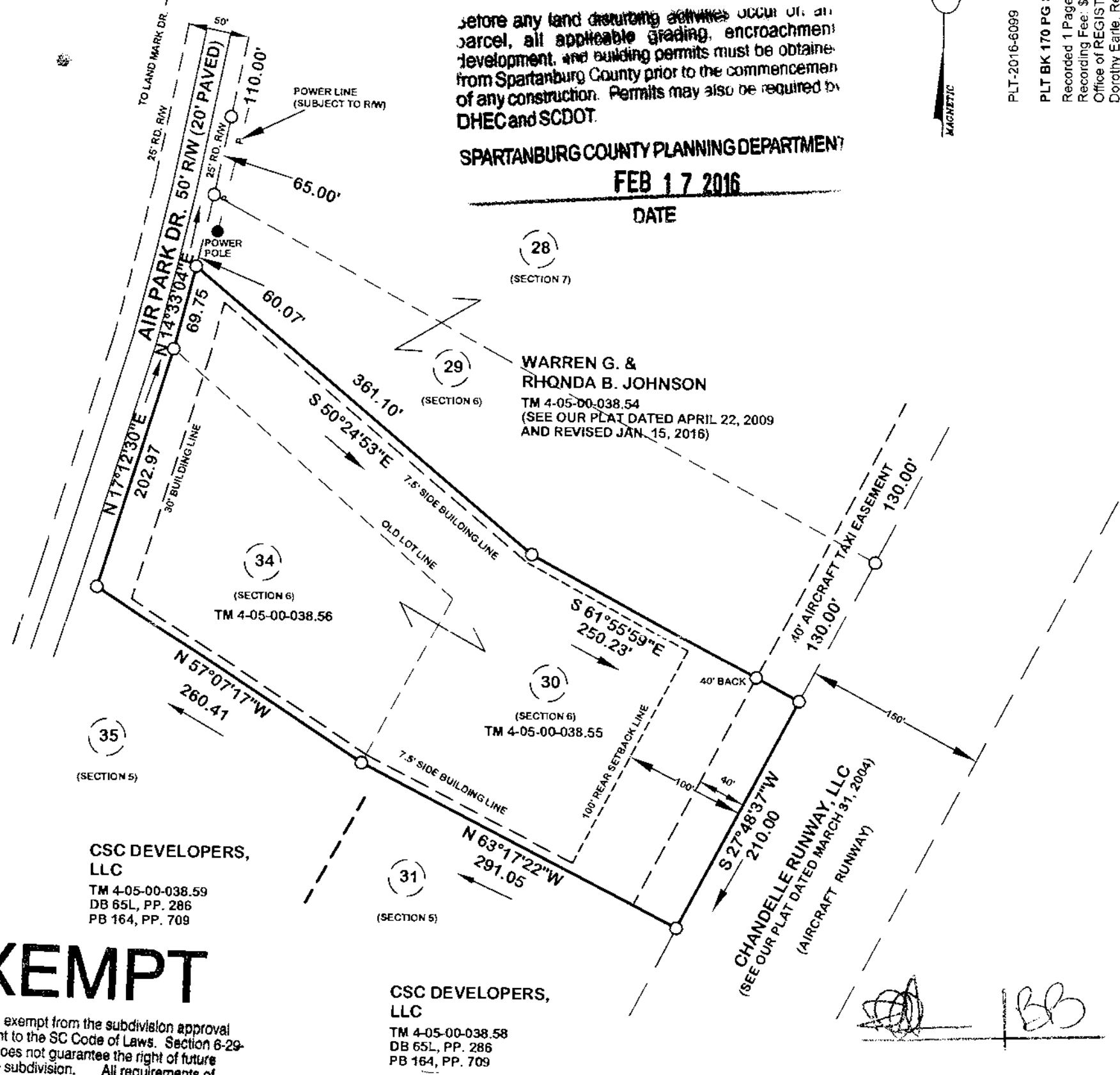
OLD 1/2" REBAR ON ALL CORNERS.



PLT-2016-6099
 PLT BK 170 PG 822-822
 Recorded 1 Pages on 02/17/2016 03:17:23 PM
 Recording Fee: \$10.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
 Dorothy Earle, Register Of Deeds

Before any land disturbing activities occur on all parcels, all applicable grading, encroachment, development, and building permits must be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by DHEC and SCDOT.

SPARTANBURG COUNTY PLANNING DEPARTMENT
FEB 17 2016
 DATE



EXEMPT

Plat as shown is exempt from the subdivision approval process pursuant to the SC Code of Laws, Section 6-29-1110 (4). It does not guarantee the right of future permits or future subdivision. All requirements of Spartanburg County's land development and ordinances of date must be met in order to develop the property.

3.00 AC. TOTAL

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

REF. PLAT BOOK 160, PP. 852 REF. DEED BOOK 65 L, PP. 286

CLOSING SURVEY FOR
WARREN G. JOHNSON
and RHONDA B. JOHNSON
 LOCATED 4 MILES SOUTHWEST OF REIDVILLE - 510, 514 AIR PARK DR.

MEMBER OF THE S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS

COUNTY: SPARTANBURG	COUNTY BLOCK MAP: 4-05-00-038.55, 038.56	STATE: SOUTH CAROLINA
DATE: JANUARY 15, 2016	FIELD BOOK	FIELD CHIEF T. E. H.
REVISED:		DRWN. BY S. H. D.
SCALE 1" = 100'	CKD. BY T. E. H.	

HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS
 2939 CHESNEE HWY. - SPARTANBURG, SC 29307
 PH. (864)578-5671, FAX (864)578-1771, E-MAIL huskeyplsinc@bellsouth.net



REG. NO. 19006
 Job No. 629728

**State of South Carolina,
County of Spartanburg**

DEE-2016-16325



DEE BK 111-X PG 668-671

Recorded 4 Pages on 04/19/2016 02:24:09 PM
Recording Fee: \$10.00 County Taxes: \$110.00 State Taxes: \$260.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

GRANTEE'S ADDRESS:

518 Air Park Dr.
Greer SC 29651

KNOW ALL MEN BY THESE PRESENTS, THAT

CSC Developers, LLC, a South Carolina Limited Liability Company

In the State aforesaid for/and in consideration of the sum of

One Hundred Thousand dollars & no cents (\$100,000.00)

To it in hand paid at and before the sealing of these presents by

Warren G. Johnson and Rhonda B. Johnson

in the State aforesaid, County aforesaid the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said **Warren G. Johnson and Rhonda B. Johnson** the following described property to wit:

All that certain piece, parcel or lot of land, lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 30 and Lot No. 34 of Chandelle Subdivision, Section 6 on Plat entitled " Closing Survey for Warren G. Johnson and Rhonda B. Johnson", prepared by Huskey & Huskey, Inc. dated January 15, 2016 and recorded on February 17, 2016 in the Office of the Register of Deeds for Spartanburg County, South Carolina in Plat Book 170 at Page 822.

This being a portion of the property conveyed to CSC Developers, LLC by deed of JB & CR, Inc. dated February 19, 1997 and recorded February 20, 1997 in the Office of the Register of Deeds for Spartanburg County, South Carolina in Book 65-L at Page 286.

TMS# 4-05-00-038.55 (Lot 30) and 4-05-00-038.56 (Lot 34) (to be combined)

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 **Warren G. Johnson and Rhonda B. Johnson** their Heirs and Assigns forever.

AND **CSC Developers, LLC** does hereby bind its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said **Warren G. Johnson and Rhonda B. Johnson** their Heirs and Assigns, against itself and its Successors and Assigns, and all persons whomsoever as may be lawfully claiming, or to claim the same or any part thereof.

WITNESS the hand and seal of an authorized officer, this March 17, 2016

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CSC Developers, LLC

Jana C. Hollis
[Signature]

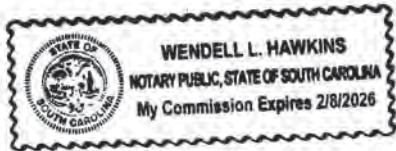
By: [Signature] (L.S.)
It's Member
By: [Signature] (L.S.)
It's Member

The State of South Carolina,
Greenville County.

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named, John Stewart and Drug Cobb as the Authorized Member of CSC Developers, LLC, sign, seal, and as its act and deed, deliver the within written Deed, and that he/she with the notary public witnessed the execution thereof and that the subscribing witness certified to the notary public that he/she is not a party to or beneficiary of the transaction.

[Signature]
SWORN to before me, this March 17, 2016
[Signature] (SEAL)
Notary Public of South Carolina
My Commission Expires 2-8-2026

Jana C. Hollis



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AFFIDAVIT

Page 1 of 2

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 510 & 514 Airpark Drive, Greer, South Carolina 29651, bearing County Tax Map Number 4-05-00-38.55 and 4-05-00-38.56, was transferred by CSC Developers, LLC to Warren G. Johnson and Rhonda B. Johnson on 03/17/2016.

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) 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 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 \$100,000.00
- (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. 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 A 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: \$100,000.00
- (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$100,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$370.00.

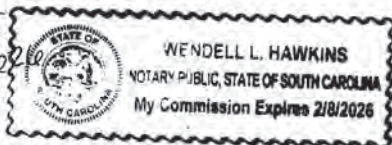
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I 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 7
day March of 2016

Notary Public for South Carolina
My Commission Expires: 2-8-2026

Douglas Cobb
Responsible Person Connected with the Transaction
Douglas Cobb
Print or Type Name Here

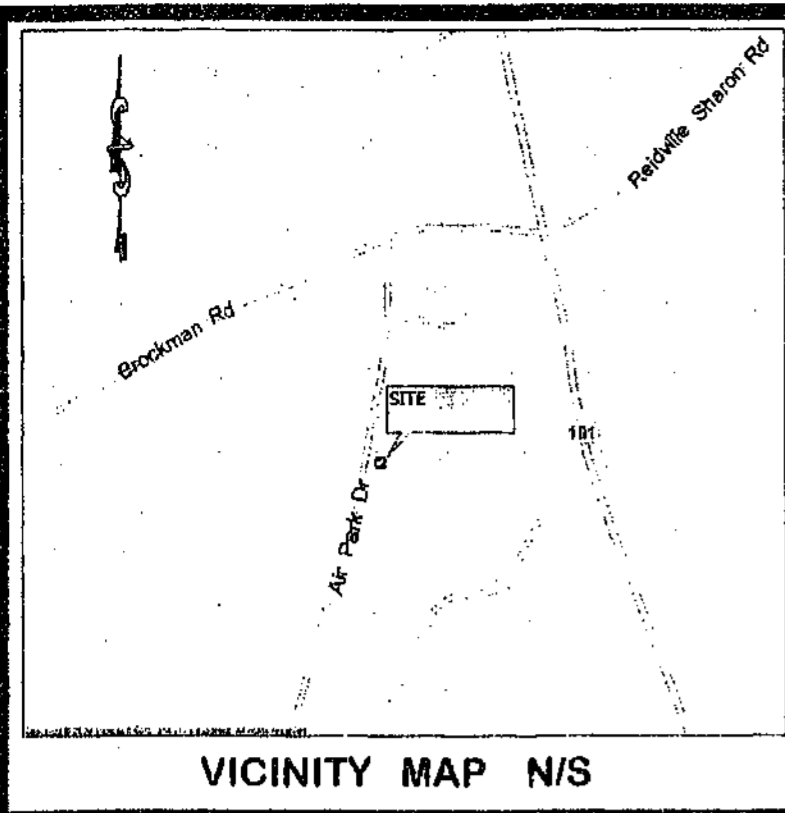


INFORMATION

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. A 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 quit claim 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 quit claim 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.



NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SHOWN SUBJECT TO EASEMENTS OF/NOT OF RECORD.

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NO FEATURES LOCATED OTHER THAN THOSE SHOWN.

BEING LOT 28 OF CHANDELLE SEC. 7 AS SHOWN ON OUR PLAT DATED NOV. 28, 2005 AND LOTS 29, 30, 34 OF CHANDELLE SEC. 6 AS SHOWN ON OUR PLAT DATED AUG. 1, 2006.

SEE OUR PLAT FOR WARREN G. & RHONDA B. JOHNSON DATED APRIL 22, 2009.

OLD 1/2" REBAR ON ALL CORNERS.

PARCELS TO BE COMBINED AS SHOWN.

Before any land disturbing activities occur on any parcel, all applicable grading, encroachment, development, and building permits must be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by DHEC and 3003Y.

SPARTANBURG COUNTY PLANNING DEPARTMENT

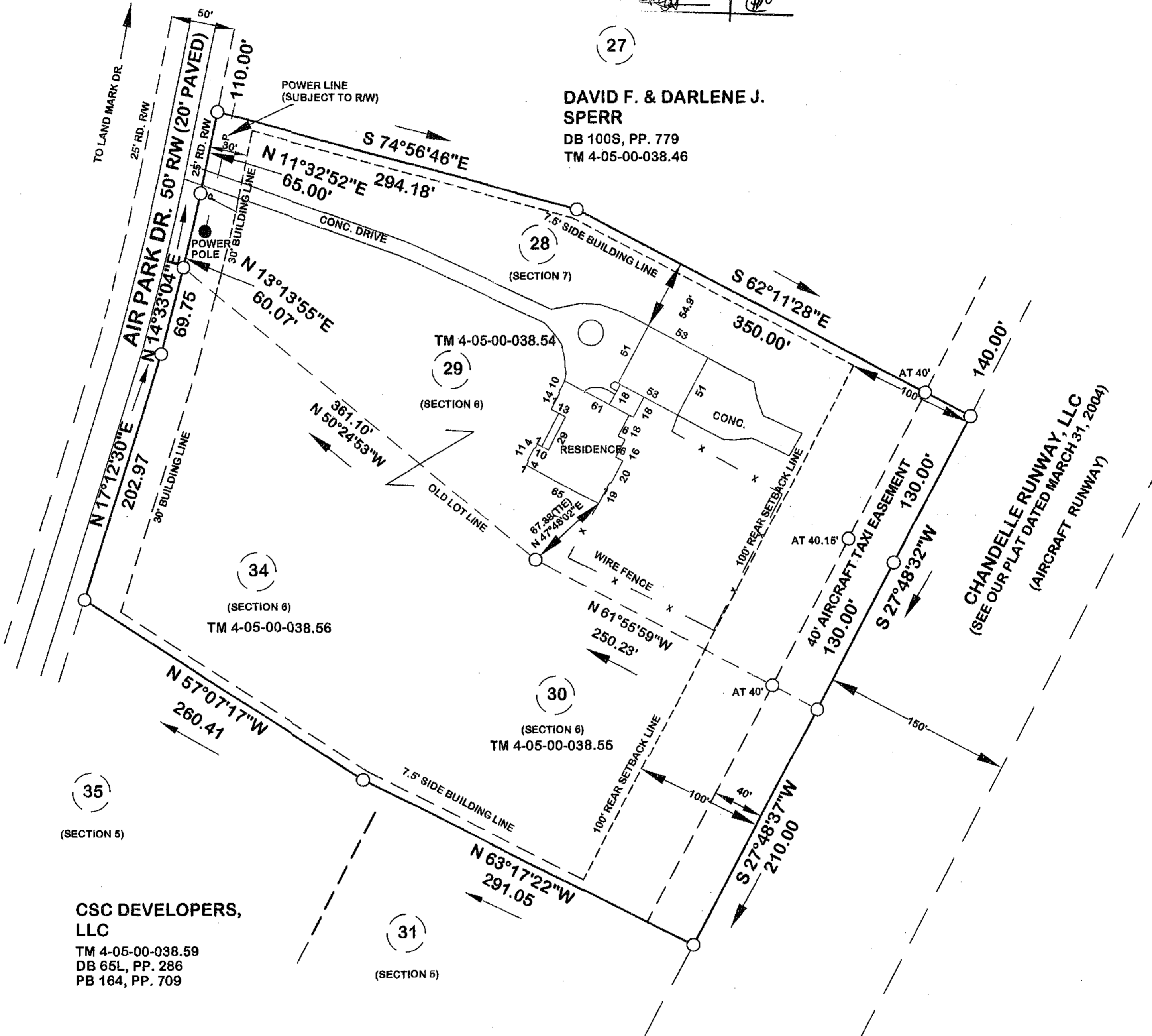
FEB 02 2018

DATE

EXEMPT

Plat as shown is exempt from the subdivision approval process pursuant to the SC Code of Laws, Section 6-29-1110 (4). It does not guarantee the right of future permits or future subdivision. All requirements of Spartanburg County's land development and ordinances of date must be met in order to develop the property.

(Signatures)



DAVID F. & DARLENE J. SPERR
DB 100S, PP. 779
TM 4-05-00-038.46

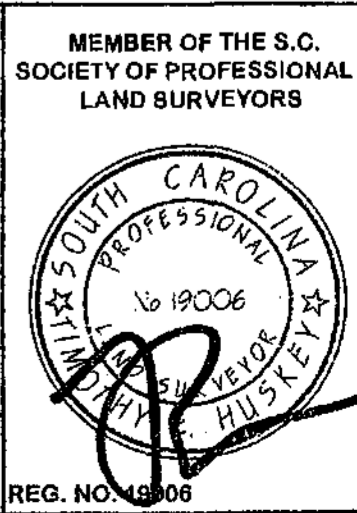
CSC DEVELOPERS, LLC
TM 4-05-00-038.59
DB 65L, PP. 286
PB 164, PP. 709

CSC DEVELOPERS, LLC
TM 4-05-00-038.58
DB 65L, PP. 286
PB 164, PP. 709

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP.

REF. PLAT BOOK 158, PP. 9; 180, PP. 852; 164, PP. 328		REF. DEED BOOK 65 L, PP. 286; 94A, PP. 978	
CLOSING SURVEY FOR			
WARREN G. JOHNSON and RHONDA B. JOHNSON			
LOCATED 4 MILES SOUTHWEST OF REIDVILLE - 518 AIR PARK DR.			
COUNTY:	COUNTY BLOCK MAP:	STATE:	
SPARTANBURG	4-05-00-038.54, 038.55, 038.58	SOUTH CAROLINA	
DATE: JANUARY 15, 2016	FIELD BOOK	FIELD CHIEF	DRWN. BY
REVISED: OCTOBER 17, 2016		T. E. H.	S. H. D.
SCALE 1" = 80'		CKD. BY	T. E. H.
HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS 2930 CHESNEE HWY. - SPARTANBURG, SC 29307 PH. (864)578-5871, FAX (864)578-1771, E-MAIL huskeyplainsc@belleouth.net		Job No.	629728
		REG. NO.	1619006

6.17 AC. TOTAL



PLT-2018-4830

PLT BK 173 PG 674-674

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Recording Fee: \$10.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds



1226 Pickens Street
Columbia, South Carolina 29201
info@garberreporting.com
Telephone: (803) 256-4500 | Fax (803) 256-1999

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF SPARTANBURG) CASE NO.: 2016-CP-42-01854
3
4 Chandelle Property Owners)
5 Association,) DEPOSITION OF
6 Plaintiff,) RHONDA JOHNSON
7 vs.)
8 James Douglas Armstrong,) AUGUST 11, 2022
9 Jane Armstrong, Kenneth L.)
10 Galloway, Molly C. Galloway)
11 Warren Johnson, Rhonda)
12 Johnson, John K. Payne,)
13 Ruth G. Payne, and Jane Van)
14 Wieren as Trustee of the)
15 Greer R.G. Irrevocable)
16 Property Trust, dated October)
17 25, 2006, and also all other)
18 persons unknown, claiming any)
19 right, title, estate,)
20 interest in or lien upon the)
21 real estate described in the)
22 complaint herein,)
23 Defendants.)
24 _____)
25

1 Deposition on oral examination of RHONDA JOHNSON,
2 reported by Susanna M. Amstutz, Court Reporter and Notary
3 Public in and for the State of South Carolina; pursuant to
4 Rule 30 of the South Carolina Rules of Civil Procedure;
5 said deposition was taken at the offices of Wendell L.
6 Hawkins, P.A., 310 The Parkway, Greer, South Carolina on
7 Thursday, the 11th day of August, 2022; commencing at the
8 hour of 9:13 a.m.

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APPEARANCES:

REPRESENTING THE PLAINTIFF:

D. RYAN MCCABE, ESQ.
McCabe Trotter & Beverly, P.C.
4500 Fort Jackson Boulevard, Suite 250
Columbia, South Carolina 29209
(ryan.mccabe@mccabetrotter.com)

REPRESENTING THE DEFENDANT:

WENDELL L. HAWKINS, ESQ.
Wendell L. Hawkins, P.A.
310 The Parkway
Greer, South Carolina 29650
(wlh@wlhawkinslawfirm.com)

JOHN D. SOLAR, ESQ.
and
JOHN HARJEHAUSEN, ESQ.
Clarkson Walsh Coulter
Post Office Box 6728 (29606)
1164A Woodruff Road
Greenville, South Carolina 29607
(jsolar@clarksonwalsh.com)
(jharjehausen@clarksonwalsh.com)

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RICHARD L. PATTON
Patton Law Firm
819 E. North Street, Suite 234
Greenville, South Carolina 29601
(pattonlawfirmllc@gmail.com)

ALSO PRESENT:

- Diane Fanti
- Billy J. Israel
- George Lynn Fleming

VIA ZOOM:

- Greg Stett

1 Q. Have you been provided a legal opinion that your
2 property is not subject to the covenants for
3 Chandelle Association?

4 A. That's what this proceeding is about, it's my
5 understanding, to achieve a legal opinion.

6 Q. Have you ever attended a meeting of the Chandelle
7 Property Owners Association?

8 A. Yes.

9 Q. And why did you attend that meeting?

10 A. For different reasons at different times.

11 Q. Well, would you attend a meeting of an
12 organization that you're not a member?

13 A. An invitation was extended to me.

14 MR. HAWKINS: Object to the form.

15 BY MR. MCCABE:

16 Q. An invitation or a notice?

17 A. They're one in the same.

18 Q. Have you ever paid assessments to Chandelle
19 Property Owners Association?

20 A. Yes.

21 Q. Okay. Do you still own an airplane?

22 A. Yes.

23 Q. Okay. When is the last time you flew the
24 airplane?

25 A. I do not fly. I do not have a pilot's license.

1 **Exhibit Number 4. Do you mind taking a look at**
2 **that and tell me if you recognize it?**

3 (Document tendered to witness)

4 A. Yes.

5 **Q. Okay. Do you recognize it?**

6 A. Yes.

7 **Q. Okay. And what is it?**

8 A. It's a closing document.

9 **Q. Is it a deed?**

10 A. Yes.

11 **Q. Okay. And -- and what is it a deed for, do you**
12 **know?**

13 A. Land that I purchased.

14 **Q. Okay. If you'll look. This is a deed from CSC**
15 **Developers, LLC, correct?**

16 A. Yes.

17 **Q. To you and your husband as joint tenants with**
18 **right of survivorship?**

19 A. Is that a question?

20 **Q. Yes.**

21 A. Yes.

22 **Q. And if you will look under the property**
23 **description, does it say lots 28 and 29 of**
24 **Chandelle subdivision, section 7?**

25 A. It does.

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Q. Okay.

MR. MCCABE: Can I have those other exhibits?
The prior exhibits, 1 through 4?

(PLAINTIFF'S EXHIBIT NUMBER 5 MARKED FOR IDENTIFICATION
PURPOSES (1 page) - Summary Plat)

BY MR. MCCABE:

**Q. Okay. I'm showing a document marked as Exhibit
Number 5.**

(Witness complies)

Are you familiar with this document?

A. Yes.

Q. And what is it?

A. It is a survey of lots that I purchased.

**Q. Okay. Did you have your lawyer record this
document for you?**

A. I do not know.

**Q. Do you recall why you would have had this survey
prepared?**

A. I was -- I was purchasing property that was being
combined.

**Q. And tell me what you mean that "property that was
being combined."**

A. I purchased a -- two parcels of land that had
previously been surveyed separately being they
were going to be combined into one parcel of

1 A. I mean, I don't --

2 **Q. Well, take your time. Review it. Let me know if**
3 **you have any objections to the validity.**

4 A. I mean, I would -- due diligence would be that I
5 go locate this document myself at the -- you
6 know, at the courthouse to confirm that. I mean,
7 I -- I don't -- I don't have any reason to
8 challenge it at this point in time.

9 **Q. Okay.**

10 MR. MCCABE: Let's see. Is this 6?

11 MADAM COURT REPORTER: Yes.

12 (PLAINTIFF'S EXHIBIT NUMBER 6 MARKED FOR IDENTIFICATION
13 PURPOSES (1 page) - Summary Plat)
14 (Document tendered to witness)

15 BY MR. MCCABE:

16 **Q. Do you recognize Exhibit Number 6?**

17 A. It appears to be the survey of the -- the second
18 set of lots purchased. I purchased.

19 **Q. And do you recall when you purchased these?**

20 A. I do not, but this document is dated 2016, so
21 that would be about right.

22 **Q. Okay. And who did you purchase these lots from?**

23 A. CSC Developers.

24 **Q. Okay. If you go back to the note section.**

25 A. Uh-huh.

1 THE WITNESS: Okay.

2 (PLAINTIFF'S EXHIBIT NUMBER 7 MARKED FOR IDENTIFICATION
3 PURPOSES (4 pages) - Deed for Lots 30 and 34 of Chandelle
4 Subdivision

5 (Document tendered to witness)

6 BY MR. MCCABE:

7 Q. I'm showing you what's marked as Exhibit Number
8 7.

9 A. Okay.

10 Q. May I have these over -- you can have these back
11 again to refer to them, but I been trying to keep
12 them --

13 A. Okay.

14 Q. -- stacked so they don't get mixed up in other
15 papers and disappear. Do you recognize Exhibit
16 7?

17 A. Yes.

18 Q. And what is that?

19 A. It is a closing document for the lots 30 and 34.

20 Q. Okay. And do you recall where -- what lawyer
21 closed lots 30 and 34?

22 A. Mr. Hawkins.

23 Q. Okay. Who closed the prior lots 27 and 28?

24 A. Based on the documents that you provided, those
25 are not my lot numbers.

1 Q. Okay.

2 MR. MCCABE: Let's mark this as -- what are we
3 up to?

4 MADAM COURT REPORTER: Exhibit Number 8.

5 (PLAINTIFF'S EXHIBIT NUMBER 8 MARKED FOR IDENTIFICATION
6 PURPOSES (1 page) - Summary Plat)

7 MR. MCCABE: If you don't mind, will you pass me
8 those exhibits back?

9 (Documents returned to counsel)

10 BY MR. MCCABE:

11 Q. All right. I'm showing you what's marked as
12 Exhibit Number 8, if you'd take a look at it.

13 (Documents tendered to witness)

14 A. Yes.

15 Q. Do you recognize it?

16 A. Yes.

17 Q. What is it?

18 A. It is a combined survey.

19 Q. Okay. Did you or someone on your behalf have
20 this survey prepared?

21 A. Yes.

22 Q. And do you remember the purpose of having a
23 surveyor prepare this document?

24 A. It was to reference all of my property as one
25 lot.

1 A. Okay.

2 Q. If you would look over the matrix number 18 it
3 says lot 28, plus 29, Johnson. Is that your
4 signature under the "Please sign in column"?

5 A. Yes.

6 Q. Is that Warren's signature?

7 A. It appears.

8 Q. Okay. And do you recall what happened at that
9 meeting?

10 A. Nope.

11 Q. Okay.

12 A. I sure do not.

13 Q. Do you recall attending a meeting in May, 2013?

14 A. Not specifically.

15 Q. Is there any reason you wouldn't have attended
16 the May, 2014?

17 A. Other than a scheduling conflict.

18 Q. And -- and did you attend the 2010 first annual
19 meeting because you believed that you were a
20 member of the Chandelle Property Owners
21 Association?

22 A. Yes.

23 Q. And you received a legal notice of the annual
24 meeting. Is that why you attended?

25 A. Yes.

1 Q. Okay. And would that have been the reason you
2 would have attended subsequent annual meetings?

3 A. Not all.

4 Q. Not all.

5 Well, in 2013, I'll represent that you attended
6 the annual meeting. Would -- would you have
7 attended that meeting in 2013 because you
8 believed that you were a member?

9 A. I would have to check my time line, but I would
10 presume so.

11 Q. Did you pay the annual assessments in -- levied
12 in 2010?

13 A. Yes.

14 Q. What about 2011?

15 A. Yes.

16 Q. What about 2012?

17 A. Yes.

18 Q. Did you pay the assessments in 2013?

19 A. Yes.

20 Q. Did you pay the assessments in 2014?

21 A. Yes.

22 Q. Did you pay the assessments in 2015?

23 A. I do not know.

24 Q. What about 2016?

25 A. I don't know from that point.

1 Q. Why did you pay for at least five consecutive
2 years, by your testimony?

3 A. Because I believed I was a member of the POA up
4 until the point that information was presented to
5 change my mind to then cause me to believe I was
6 not.

7 Q. Did you ever have any doubts prior to that
8 meeting that you referred to that you were not a
9 member of the Association?

10 A. Yes.

11 Q. You did have reason --

12 A. Yes.

13 Q. -- to doubt before? And what was the reason
14 before?

15 A. In the construction of our home, we went to
16 obtain a water tap, and the water department told
17 us that we were not a member of the Chandelle
18 Homeowners Association. And -- I mean, not the
19 Association. That we were not a member of the
20 Chandelle subdivision and, because of that, we
21 had to pay, I think it was a \$2,500 surcharge to
22 obtain our water tap.

23 Q. All right. Did you understand that for platting
24 purposes and for -- it's not necessarily the same
25 thing as having restrictive covenants applicable

1 Q. I'll show you what's marked as Exhibit 15.

2 (Document tendered to witness)

3 Under -- do you recognize this document?

4 A. Not particularly, but my husband appeared to sign
5 it at the bottom.

6 Q. Okay. And this document says Chandelle Private
7 Aviation Estates. And it says "I/we certify that
8 the above information constitutes a description
9 of the proposed building and accessory
10 construction and that the location and the site
11 of all items of construction of the same will be
12 in accordance with the Chandelle covenants and
13 restrictions." Did I read that correctly?

14 A. Yes.

15 MR. MCCABE: Mark this as 16.

16 (PLAINTIFF'S EXHIBIT NUMBER 16 MARKED FOR IDENTIFICATION
17 PURPOSES (1 page) - Letter from Chandelle Architectural
18 Control Committee to Warren Johnson Dated July 16, 2010)

19 BY MR. MCCABE:

20 Q. I'm showing you what's marked as Exhibit 16.

21 (Document tendered to witness)

22 A. Uh-huh.

23 Q. Do you recognize that document?

24 A. No.

25 Q. Could this be a document that's included in your

1 (Document tendered to witness)

2 BY MR. MCCABE:

3 Q. I'm showing you what's marked as Exhibit 17, and
4 it's actually an e-mail, an e-mail that transmits
5 the -- the letter that's attached. You want to
6 take a moment to look at that?

7 (Witness complies)

8 You ready?

9 A. Yeah. Sure.

10 Q. I didn't want to interrupt you. So, the first
11 page of this is an email from Mr. Lynn Fleming
12 who is here, correct?

13 A. Yes.

14 Q. And he says, "Warren and Rhonda, On behalf of the
15 Chandelle Architectural Control Committee and the
16 Board of Directors, please see the attached
17 letter. Wishing you and yours a productive and
18 prosperous New Year in your new home at
19 Chandelle." Did I read that correctly?

20 A. Yes.

21 Q. Is Warren's email warren.johnson@palmettopro.com?

22 A. Yes.

23 Q. Did you or Warren respond to this objecting to
24 the authority of the Architectural Control
25 Committee or the board of directors?

1 A. I did not receive this letter.

2 Q. Okay. Well, did your husband object?

3 A. That's a question for him.

4 Q. And when you say "That's a question for him," is
5 that you don't recall and he might know the
6 answer, or does that mean you're not answering?
7 That I need to ask him?

8 A. I'm stating this letter was sent to him, and if
9 you want to ask a question about the letter, it's
10 best addressed to him.

11 Q. Well, yeah. But my question was do you know how
12 he -- how he responded to this?

13 A. I think this ended up resulting in inviting Mr.
14 Israel, Mr. Goldberg, and maybe Mr. Galloway to
15 our property to discuss issues being addressed in
16 this letter.

17 Q. Well, why would you invite them to your property
18 if you're not a part of the Chandelle Property
19 Owners Association?

20 A. I invite lots of people to my property that's not
21 part of an association.

22 Q. To answer questions about how you're going to
23 build your house?

24 A. Yeah. At the time, I did. Yes.

25 Q. Okay. So, look at the memo that was sent to you

1 on the next page.

2 A. This is the memo?

3 Q. Uh-huh.

4 A. Okay.

5 Q. Yes. That was attached to this.

6 A. Okay.

7 Q. Do you recall there being a situation where you
8 were politely being asked to provide a time line
9 for when --

10 A. Yeah. And that was the result and meeting that I
11 just referred to.

12 Q. Okay. And at that time, you didn't tell anybody
13 on the ACC, or on the board, or even tell the
14 developer that you're not subject to the
15 restrictions and no one can tell you what to do
16 with your property, did you?

17 A. I -- I don't recall that we said that we're not
18 subject to the restrictions.

19 Q. You don't recall it because you didn't take that
20 position, did you?

21 A. I didn't express that position.

22 Q. Okay. You didn't dispute it in any way. In
23 writing or verbally.

24 A. Not at that time.

25 Q. Okay.

1 Q. Okay. So, this, the date on this one is 27
2 February of 2012, and it says "Warren and Rhonda,
3 This letter constitutes approval for your latest
4 request for fencing in the rear (runway side) of
5 your home at Chandelle. It is understood that
6 the fence will be located in the rear yard only
7 and will not require the variance that was given
8 in the previous letter of approval dated 2
9 February of 2012." Do you recall submitting
10 another request to modify the fence after it was
11 approved on February 2, 2012?

12 A. No.

13 Q. Okay. Do you recall, at some point, there was a
14 -- a complaint by some of the owners about
15 barking dogs at your house? And I --

16 A. Mr. -- Mr. Finucane informed me that Bruce
17 Goldberg was complaining that our dogs were
18 barking in the fence.

19 Q. Okay. And the purpose of this isn't to embarrass
20 you. It's to go through this history of
21 participation in the Association. So, do you
22 recall receiving a memo and some written
23 communications?

24 A. I do.

25 Q. Okay. And those communications were -- were

1 polite communicating concerns of neighbors
2 related to barking dogs. Is that fair to say?

3 A. Polite's probably a stretch, but I received
4 communication about barking dogs.

5 Q. Okay. Did you object and say you've got this all
6 wrong, board, and ACC, and Mr. Goldberg, and who
7 -- Mr. Finucane? We're not subject to these
8 restrictive covenants.

9 A. Not in those words.

10 Q. Well, what words did you use?

11 A. I live in the middle of the country. I own a
12 weenie dog. Mr. Goldberg is probably a thousand
13 feet away from me, and the only time my dog barks
14 is when he rides his golf cart at my fence.
15 That's the conversation I had with Mr. Finucane.

16 Q. Anything else?

17 A. Not that I recall.

18 Q. Do you recall, at some point, receiving a
19 communication that even though you had received
20 an extension past the 12 months to build your
21 house, that you had -- that the time period that
22 you had been given a variance for an extension
23 for that, that time had passed?

24 A. I believe that was an exhibit you presented to me
25 several exhibits prior to these. It's going to

1 be in your stack you took back.

2 Q. Well, actually, it's a different one. I'll --
3 I'll give it to you.

4 (PLAINTIFF'S EXHIBIT NUMBER 23 MARKED FOR IDENTIFICATION
5 PURPOSES (2 pages) - Letter from Architectural Control
6 Committee to Warren and Rhonda Johnson Dated August 15,
7 2012)

8 (Document tendered to witness)

9 BY MR. MCCABE:

10 Q. I'm showing you what's marked as Exhibit Number
11 --

12 MADAM COURT REPORTER: 23.

13 BY MR. MCCABE:

14 Q. -- 23. Can I see that for a second? Let me make
15 sure I got -- it's -- one is a trans- -- what
16 I'll refer to as a transmittal email and then --
17 then an attached memo.

18 A. Uh-huh.

19 Q. Do you recall receiving this?

20 A. Not specifically this letter, but I remember the
21 existence of this letter -

22 Q. Okay.

23 A. -- because this was the -- I was mistaken on my
24 previous answer, I guess. This is the letter
25 that drove the meeting that I had with the

1 individuals I named.

2 Q. About the time period to --

3 A. Yes.

4 Q. Okay.

5 A. Yeah. The first letter was an extension, and I
6 knew we had had a meeting regarding the
7 extension, but I believe it was at this point in
8 time instead of the previous.

9 Q. I see. I see. Thank you --

10 A. Welcome.

11 Q. -- for the clarification.

12 Did -- did you object at this time that you
13 weren't subject to the restrictive covenants?

14 A. No, not in those words.

15 Q. Okay. And you -- you know, as we were talking
16 about earlier between subdivision requirements of
17 the county and the requirements under the
18 covenants, you submitted and applied for a
19 building permit to build your house, correct?

20 A. No, I did not.

21 Q. Did -- did someone do that on your behalf?

22 A. Yes.

23 Q. And then, in addition to applying for a building
24 permit to construct your personal residence, you
25 also submitted to the Association, separate and

1 independently, for architectural approval to
2 build your house?

3 A. I did not.

4 Q. Or someone did on your behalf.

5 A. Yes.

6 Q. Okay. And the same thing for your fence.

7 A. Yes.

8 Q. Correct?

9 So, this, there's a conversation here about
10 property maintenance completing. Did you object
11 in August, 2012 or after, that the restrictive
12 covenants were not applicable to the construction
13 of your home?

14 A. Yes.

15 Q. You did?

16 A. Well, you just put the word "after" in there. At
17 this point in time on August 15, 2012, we did not
18 object and express that, but we have
19 subsequently, to encompass the "after" that you
20 included in your question.

21 Q. Okay. So, not on -- not in August -- not into
22 August 15, 2012, time frame, but you're saying
23 some time after?

24 A. Yes.

25 Q. So, who did you communicate your concern about

REC 94A PG 978

15954
16

DO NOT PUBLISH

State of South Carolina,
County of Spartanburg

DEE-2009-26162
Recorded 2 Pages on 6/24/2009 10:17:52 AM
Recording Fee: \$10.00 Documentary Stamps: \$758.50
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



GRANTEE'S ADDRESS:

18 AVENS HILL DRIVE
GREER, SC 29651

KNOW ALL MEN BY THESE PRESENTS, THAT

CSC DEVELOPERS, LLC, a South Carolina Limited Liability Company

In the State aforesaid for/and in consideration of the sum of

Two Hundred Five Thousand dollars & no cents \$205,000.00

To it in hand paid at and before the sealing of these presents by

WARREN G. JOHNSON AND RHONDA B. JOHNSON AS JOINT TENANTS WITH RIGHTS OF
SURVIVORSHIP AND NOT AS TENANTS IN COMMON

in the State aforesaid, County aforesaid the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by
these Presents does grant, bargain, sell and release unto the said WARREN G. JOHNSON AND RHONDA B. JOHNSON AS
JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

the following described property to wit:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, LYING SITUATE AND BEING
IN THE STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG, BEING SHOWN
AND DESIGNATED AS LOT NO. 28 AND LOT NO. 29 OF CHANDELLE SUBDIVISION,
SECTION 7 ON PLAT ENTITLED "CLOSING SURVEY FOR WARREN G. JOHNSON AND
RHONDA B. JOHNSON", DATED APRIL 22, 2009, PREPARED BY HUSKEY & HUSKEY,
INC, PLS, RECORDED ON June, 2009 IN THE OFFICE OF THE REGISTER OF
DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA IN PLAT BOOK 164
AT PAGE 324, REFERENCE TO SAID PLAT BEING HEREBY MADE FOR A MORE
COMPLETE METES AND BOUNDS DESCRIPTION THEREOF.

DERIVATION:
THIS BEING THE SAME PROPERTY CONVEYED TO CSC DEVELOPERS, LLC BY DEED
OF JB & CR INC. DATED FEBRUARY 19, 1997 AND RECORDED ON FEBRUARY 20, 1997
IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY, SOUTH
CAROLINA IN BOOK 65-L AT PAGE 286. SEE ALSO THAT QUIT CLAIM DEED FROM
101 INDUSTRIAL PARK, LLC TO CSC DEVELOPERS, LLC RECORDED ON AUGUST 22,
1997 IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY, SOUTH
CAROLINA IN BOOK 66-K AT PAGE 539.

TMS# 4-05-00-038 .47 & 4-05-00-038.54 (TO BE COMBINED)

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging,
or in anywise incident or appertaining.



PLAINTIFF 3669

0944 PG 979

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said WARREN G. JOHNSON AND RHONDA B. JOHNSON AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON their Heirs and Assigns forever.

AND CSC DEVELOPERS, LLC does hereby bind its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said WARREN G. JOHNSON AND RHONDA B. JOHNSON AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON their Heirs and Assigns, against itself and its Successors and Assigns, and all persons whomsoever as may be lawfully claiming, or to claim the same or any part thereof.

WITNESS the hand and seal of an authorized officer, this June 19, 2009

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CSC DEVELOPERS, LLC

Jana C. Hollis
[Signature]

By: D. J. Ellett member (L.S.)
It's John R. Stewart member (L.S.)

The State of South Carolina,
GREENVILLE County.

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named, in his/her capacity as of CSC DEVELOPERS, LLC, sign, seal, and as his /her act and deed, deliver the within written Deed, and that he/she with the notary public witnessed the execution thereof.

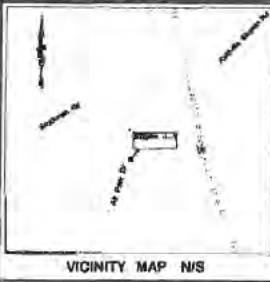
SWORN to before me, this June 19, 2009

[Signature] (SEAL)
Notary Public of South Carolina
My Commission Expires 2/15/12

Jana C. Hollis



PLAT-164 PG 328



VICINITY MAP N/S

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
 PROPERTY SHOWN SUBJECT TO EASEMENTS OF/NOT OF RECORD.
 UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
 NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
 BEING LOT 28 OF CHANDELLE SEC. 7 AS SHOWN ON OUR PLAT DATED NOV. 28, 2006 AND LOT 29 OF CHANDELLE SEC. 8 AS SHOWN ON OUR PLAT DATED AUG. 1, 2008.
 OLD 1/2" REBAR ON ALL CORNERS.

PLT-2009-26161
 Recorded 1 Pages on 6/24/2009 10 17:35 AM
 Recording Fee: \$10.00 Documentary Stamp: \$0.00
 Office of Register of Deeds, Spartanburg, S C
 Stephen Ford, Register

(27)
CORNELIUS L. & JUDITH ALDERS
 D.B. 858, PP. 45

(30)
CSC DEVELOPERS, LLC
 D.B. 65L, PP. 288



Jan E. Huskey
 JUN 12 2009

To Whom It May Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sediment Reduction Regulations (#497) of date must be met.



3.17 AC. TOTAL
 BLOCK MAP NUMBERS TO BE COMBINED AND MADE AS ONE SINGLE BLOCK MAP NUMBER AND ADDRESS

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCRDACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

REF. PLAT BOOK 159, PP. 9; 160, PP. 852. REF. DEED BOOK 65 L, PP. 288.

CLOSING SURVEY FOR
WARREN G. JOHNSON and RHONDA B. JOHNSON
 LOCATED 4 MILES SOUTHWEST OF REIDVILLE

MEMBER OF THE S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS

COUNTY: **SPARTANBURG** COUNTY BLOCK MAP: **4-05-00-38.47, 38.54** STATE: **SOUTH CAROLINA**

DATE: **APRIL 22, 2009** FIELD BOOK: [] FIELD CHIEF: **T. E. H.** DRWN. BY: **S. H. D.**

REVISED: [] OKD. BY: **T. E. H.**

SCALE 1" = 100'

HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS
 2939 CHEBNEE HWY. - SPARTANBURG, SC 29307
 PH. (864)578-6671, FAX (864)578-1771, E-MAIL huskeypleinc@bellsouth.net

Job No. **629728** REG. NO. 19008



E-3782



VICINITY MAP N/S

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
 PROPERTY SHOWN SUBJECT TO EASEMENTS OF/NOT OF RECORD.
 UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
 NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
 BEING LOT 30 AND 34 OF CHANDELLE SEC. 6 AS SHOWN ON OUR PLAT DATED AUG. 1, 2008.
 OLD 1/2" REBAR ON ALL CORNERS.



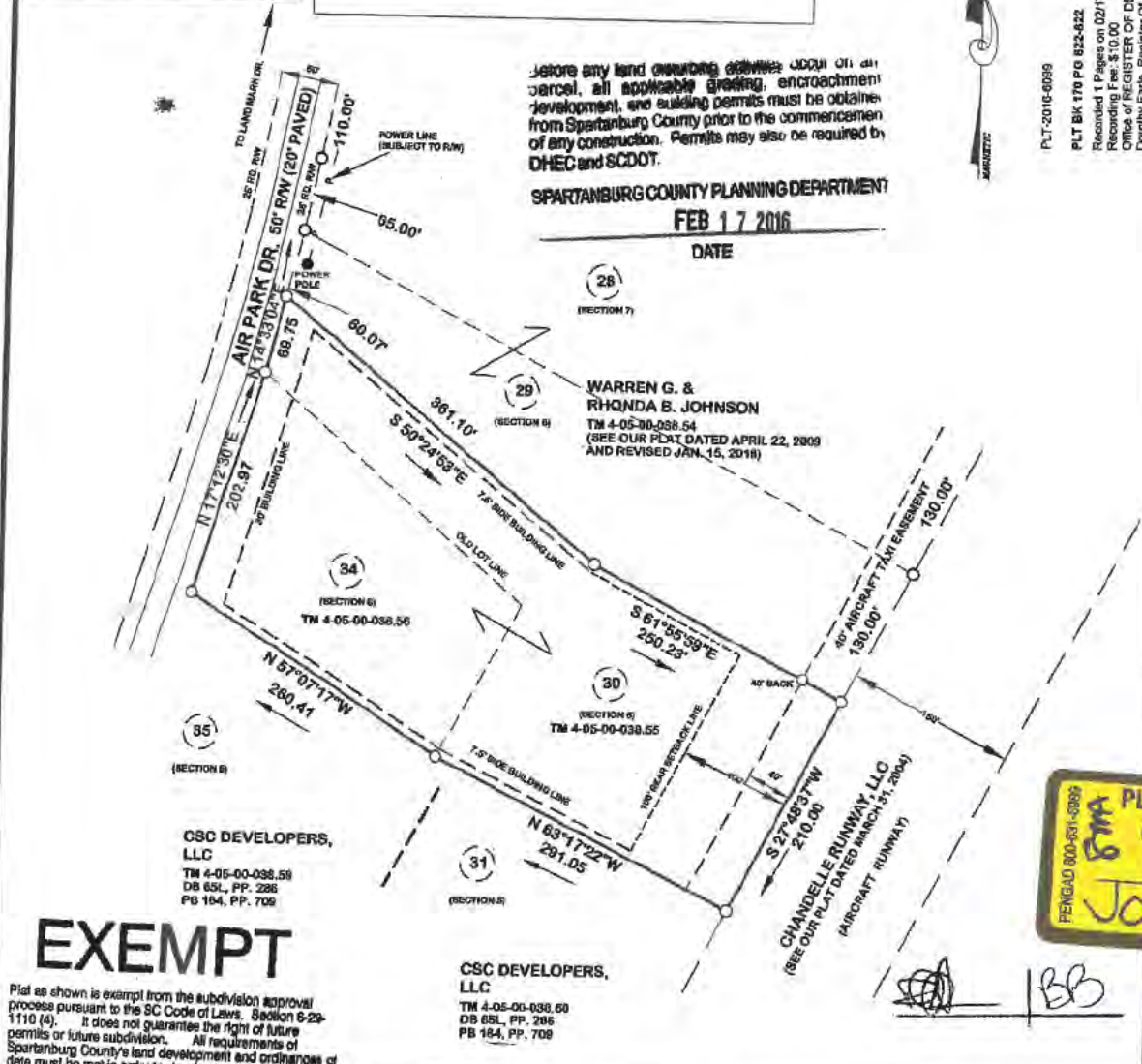
PLT 2016-0089
 PLT BK 170 PG 822-822
 Recorded 1 Pages on 02/17/2016 03:17:23 PM
 Recording Fee: \$10.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S. C.
 Dorothy Earle, Register of Deeds

Before any land ownership changes occur on all parcels, all applicable grading, encroachment, development, and building permits must be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by DHEC and SCDOT.

SPARTANBURG COUNTY PLANNING DEPARTMENT

FEB 17 2016

DATE



EXEMPT

Plat as shown is exempt from the subdivision approval process pursuant to the SC Code of Laws, Section 6-29-1110 (4). It does not guarantee the right of future permits or future subdivision. All requirements of Spartanburg County's land development and ordinances of date must be met in order to develop the property.

3.00 AC. TOTAL

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCR OACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

REF. PLAT BOOK 160, PP. 652 REF. DEED BOOK 65 L, PP. 286

CLOSING SURVEY FOR
WARREN G. JOHNSON
and RHONDA B. JOHNSON
 LOCATED 4 MILES SOUTHWEST OF REIDVILLE - 510, 514 AIR PARK DR.

COUNTY: SPARTANBURG	COUNTY BLOCK MAP: 4-05-00-038.55, 038.56	STATE: SOUTH CAROLINA
DATE: JANUARY 15, 2016	FIELD BOOK	FIELD CHIEF T. E. H.
REVISED:		DRWN. BY S. H. D.
SCALE 1" = 100'	CKD. BY T. E. H.	
HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS 2939 CHESNEE HWY. - SPARTANBURG, SC 29307 PH. (864)578-5674, FAX (864)578-1774, E-MAIL huskeyplains@bellsouth.net		Job No. 629728

MEMBER OF THE S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS



E-4113

State of South Carolina,
County of Spartanburg

DEE-2016-16325



DEE BK 111-X PG 668-671

Recorded 4 Pages on 04/18/2016 02:24:09 PM
Recording Fee: \$10.00 County Taxes: \$110.00 State Taxes: \$250.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

GRANTEE'S ADDRESS:

518 Air Park Dr.
Greer SC 29651

KNOW ALL MEN BY THESE PRESENTS, THAT

CSC Developers, LLC, a South Carolina Limited Liability Company

In the State aforesaid for/and in consideration of the sum of

One Hundred Thousand dollars & no cents (\$100,000.00)

To it in hand paid at and before the sealing of these presents by

Warren G. Johnson and Rhonda B. Johnson

in the State aforesaid, County aforesaid the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said Warren G. Johnson and Rhonda B. Johnson the following described property to wit:

All that certain piece, parcel or lot of land, lying situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 30 and Lot No. 34 of Chandelle Subdivision, Section 6 on Plat entitled "Closing Survey for Warren G. Johnson and Rhonda B. Johnson", prepared by Huskey & Huskey, Inc. dated January 15, 2016 and recorded on February 17, 2016 in the Office of the Register of Deeds for Spartanburg County, South Carolina in Plat Book 170 at Page 822.

This being a portion of the property conveyed to CSC Developers, LLC by deed of JB & CR, Inc. dated February 19, 1997 and recorded February 20, 1997 in the Office of the Register of Deeds for Spartanburg County, South Carolina in Book 65-L at Page 286.

TMS# 4-05-00-038.55 (Lot 30) and 4-05-00-038.56 (Lot 34) (to be combined)

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 Warren G. Johnson and Rhonda B. Johnson their Heirs and Assigns forever.

AND CSC Developers, LLC does hereby bind its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Warren G. Johnson and Rhonda B. Johnson their Heirs and Assigns, against itself and its Successors and Assigns, and all persons whomsoever as may be lawfully claiming, or to claim the same or any part thereof.

WITNESS the hand and seal of an authorized officer, this March 17, 2016



PLAINTIFF 3673

Exhibit 26 __ Page 29 of 38

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CSC Developers, LLC

Jama C. Hollis
[Signature]

By: [Signature] (L.S.)
It's Member

By: [Signature] (L.S.)
It's Member

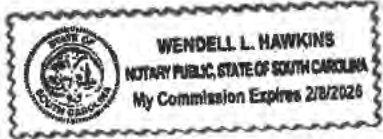
The State of South Carolina,

Greenville County.

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named, John Stewart and Doug Cobb as the Authorized Member of CSC Developers, LLC, sign, seal, and as its act and deed, deliver the within written Deed, and that he/she with the notary public witnessed the execution thereof and that the subscribing witness certified to the notary public that he/she is not a party to or beneficiary of the transaction.

[Signature]
SWORN to before me, this March 17, 2016
Notary Public of South Carolina (SEAL)
My Commission Expires 2-8-2026

Jama C. Hollis



ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

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 510 & 514 Airpark Drive, Greer, South Carolina 29651, bearing County Tax Map Number 4-05-00-38.55 and 4-05-00-38.56, was transferred by CSC Developers, LLC to Warren G. Johnson and Rhonda B. Johnson on 03/17/2016.

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) 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 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 \$100,000.00
- (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. 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 A 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: \$100,000.00
- (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$100,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$370.00.

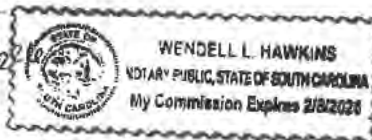
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I 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 17
day March of 2016

Douglas Cobb
Responsible Person Connected with the Transaction
Douglas Cobb
Print or type Name Here

Notary Public for South Carolina
My Commission Expires: 2-9-2018

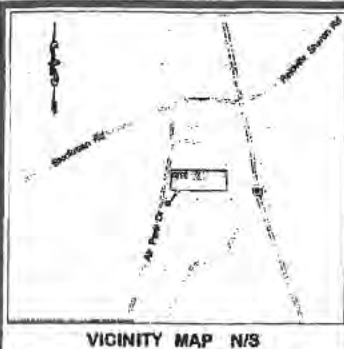


INFORMATION

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. A 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 quit claim 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 quit claim 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.



NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.

PROPERTY SHOWN SUBJECT TO EASEMENTS OF NOT OF RECORD.

UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NO FEATURES LOCATED OTHER THAN THOSE SHOWN.

BEING LOT 28 OF CHANDELLEY SEC. 7 AS SHOWN ON OUR PLAT DATED NOV. 28, 2005 AND LOTS 29, 30, 34 OF CHANDELLEY SEC. 8 AS SHOWN ON OUR PLAT DATED AUG. 1, 2006.

SEE OUR PLAT FOR WARREN G. & RHONDA B. JOHNSON DATED APRIL 22, 2016.

OLD 1/2" REBAR ON ALL CORNERS.

PARCELS TO BE COMBINED AS SHOWN.

Before any land disturbing activities occur on any parcels, all applicable grading, encroachment, development, and building permits shall be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by OREC and SCDOT.

SPARTANBURG COUNTY PLANNING DEPARTMENT
FEB 02 2018
DATE

EXEMPT

Plat as shown is exempt from the subdivision approval process pursuant to the SC Code of Laws, Section 6-6-1110 (c). It does not guarantee the right of future resale or future subdivision. All requirements of Spartanburg County's land development and ordinances of OREC must be met in order to develop the property.

(Handwritten signatures and initials)

VICINITY MAP N/S

DAVID F. & DARLENE J. SPERR
DB 1006, PP. 779
TM 4-05-00-038.46



CSC DEVELOPERS, LLC
TM 4-05-00-038.59
DB 85L, PP. 288
PB 164, PP. 709

CSC DEVELOPERS, LLC
TM 4-05-00-038.58
DB 85L, PP. 288
PB 164, PP. 709

PLAINTIFF'S EXHIBIT
SMA
Johnson
8/11/22

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP.

REF. PLAT BOOK 186, PP. 9, 160, PP. 832, 164, PP. 828 REF. OEDD BOOK 86 L, PP. 286; 84A, PP. 678

CLOSING SURVEY FOR

WARREN G. JOHNSON and RHONDA B. JOHNSON
LOCATED 4 MILES SOUTHWEST OF REIDVILLE - 618 AIR PARK DR.

COUNTY: SPARTANBURG	COUNTY BLOCK MAP: 4-05-00-038.24, 038.25, 038.26	STATE: SOUTH CAROLINA
DATE: JANUARY 18, 2016	FIELD BOOK	FIELD CHIEF: T. E. H.
REVISED: OCTOBER 17, 2016		DRWN. BY: S. H. D.
		CRD. BY: T. E. H.

SCALE 1" = 80'

HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS
2380 CHISELWOOD HWY., SPARTANBURG, SC 29307
PH: (803) 576-5074, FAX: (803) 576-1774, E-MAIL: huskey@hinc.com

MEMBER OF THE S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS

REGISTERED PROFESSIONAL SURVEYOR
19006
T. E. HUSKEY

6.17 AC. TOTAL



Chandelle

Private Aviation Estates

BUILDING CONSTRUCTION FORM

- 1. **LOCATION**
Lot # 28/29 Street Address: 518 Airpark Dr
- 2. **CONTRACTOR'S:** Name: Not Available at this time Phone _____ License # _____

- 3. **HOME DESCRIPTION**
 Style: Traditional
 Exterior Wall Composition: 90% Brick, 10% Stone, A Slight amount of Hardy Board
 Exterior Roof Composition: 30 Yr Arch Shingles Roof Pitches 12/12, 6/12, 4/12
 # of Bedrooms : 4, # of Baths: 3 Full, 2 Half
 Heated Area- First Floor: 3246 sq.ft. Garage Area: 600 sq.ft.
 Second Floor: 1570 sq.ft. Raised Patio: 252 sq.ft.
 Other Floor: 960 sq.ft. Total SQ. Feet 5776 Heated
 Screen Porch 324 sq.ft. Front porch 180 sq.ft.
 HVAC: 3 Units Air Cond 3 Gas Furnaces

- 4. **HANGAR DESCRIPTION**
 Hangar: 2500 sq.ft. Type Door: BI-Fold
 Exterior Surface Composition: Brick, Hardie Plank or Equiv above Hanger Door
 Exterior Roof Composition: 30 Year Arch
 Roof Pitch: 4/12 Type Door _____

5. **CERTIFICATION**
 I (we) certify that the above information constitutes a description of the proposed building and accessory construction and of the location and the site of all items of construction and the same will be in accordance with the **Chandelle Covenants and Restrictions**. I (we) further certify that there is no intent of using this residence for any business or professional purposes and that the building site and adjacent areas will be free of litter during construction.

OWNER: *W. Johnson* Date: 7-14-10
 OWNER: _____ Date: _____

CSC Developers * 400 Air Park Drive * Greer, SC 29651 * 864-877-2126



Subject: Fw: Continuity of Construction
From: lynn fleming <topduck2k@yahoo.com>
Date: 1/8/2012 10:37 PM
To: Pat Finucane <kb3cwn@att.net>

Pat, this is the letter we sent to Warren on New Years Eve.

G. Lynn Fleming
topduck2k@yahoo.com

----- Forwarded Message -----

From: lynn fleming <topduck2k@yahoo.com>
To: Warren Johnson <warren.johnson@palmettopro.com>
Cc: Stu Swanson <icacplane@yahoo.com>; Pat Finucane <kb3cwn@att.net>; Marilyn Berry <mnberry101@bellsouth.net>; Billy Israel <bjisrael1@bellsouth.net>; Bruce Goldberg <deputyfour@aol.com>; Cindy Goldberg <HAZMAT1212@aol.com>; Ken Galloway <kgallowa@ix.netcom.com>; John Stewart <johnrstewart@bellsouth.net>
Sent: Saturday, December 31, 2011 6:29 PM
Subject: Continuity of Construction

Warren and Rhonda,

On behalf of the Chandelle Architectural Control Committee and the Board of Directors, please see the attached letter. Wishing you and yours a productive and prosperous New Year in your new home at Chandelle!!!

G. Lynn Fleming
topduck2k@yahoo.com

— Attachments: —

Warren Johnson Letter.doc

104 KB



PLAINTIFF02235



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle Architectural Control Committee (ACC)
Subject: Continuity of Construction
Date: December 31, 2011

All of us at Chandelle are pleased to welcome you to our community. Your home is a welcome and attractive addition to the development. We hope you and your family will enjoy this great aviation community as much we all have.

At a recent meeting of the ACC with the Board of Directors and the developer, the issue of the length of your construction was discussed. Section 4.12 of the Covenants, Conditions and Restrictions (CCRs) provides for a completion period of 12 months from the time of issuance of the building permit, as follows:

Section 4.12. Continuity of Construction. All structures approved by the ACC must be completed insofar as the exterior finish is concerned within 12 months from the date of issuance of a building permit for said structure. The ACC may waive this requirement if construction delays have been caused by strikes, war, fire, or acts of God which render the completion of construction within such time impossible. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, unless an exception is granted in writing by the ACC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days or if construction is not completed within required 12 month period, then after notice and hearing as provided in the By-Laws, the ACC may impose a fine of not less than One Hundred (\$100.00) Dollars per day on the Owner of the Lot. Furthermore, prior to occupancy of the dwelling or within one year after the issuance of a Building permit, the lot owner shall have his property sown in grass and have planted foundation landscaping around the dwelling and other accessory buildings.

Notice in particular the italicized and underlined sentences above. It is understood that there have been circumstances beyond your control that have contributed to the delay. It is also understood that the time of year is not optimum for sowing grass. However, since you are about 90 days past the 12 month period, the ACC would like to request that you submit an estimated completion date that is within a reasonable period of time so that you may be granted an extension. Please submit a rough landscape plan along with your request for an exception to Section 4.12 of the CCRs and the estimated completion date.

You may submit a request in writing and your rough landscape plan to Stu Swanson for review by the Chandelle ACC in order to be granted an exception to the provisions of Section 4.12 of the CCRs.

Good Luck with your home and Best Wishes for the New Year from the ACC. We are glad you are here!

Subject: Letter from Chandelle ACC
From: lynn fleming <topduck2k@yahoo.com>
Date: 8/15/2012 4:22 PM
To: Warren Johnson <warren.johnson@palmettopro.com>
CC: Stu Swanson <icacplane@yahoo.com>, Pat Finucane <kb3cwn@att.net>, Billy Israel <bjisrael1@bellsouth.net>, Bruce Goldberg <deputyfour@aol.com>, Ken Galloway <kgallowa@ix.netcom.com>

Warren and Rhonda:

Please find attached a letter from the Chandelle ACC concerning issues with your property. The letter will also be delivered by mail as required by the Chandelle Documents.

Do not hesitate to contact any Association officer or committee member in reference to this letter. If any part of this notice is unclear, or if you would like to discuss it, some or all of us will be happy to meet with you personally.

Regards,
 G. Lynn Fleming
 topduck2k@yahoo.com
 lynn.fleming@bellsouth.net

— Attachments:

Warren Johnson Notice.doc

104 KB



PLAINTIFF02158



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle ACC
Subject: Property Maintenance and Continuity of Construction
Date: 15 August 2012

Warren and Rhonda,

At the beginning of this year, the ACC contacted you concerning the continuity of construction section of the Chandelle documents. You were issued a letter of variance to the section since you had encountered some delays and difficulties in completing your home construction within the 12 month period provided by the CCRs.

The extension to the 12 month period has expired and the length of your home construction is now approaching two years. The ACC and the Association BOD require that you complete the remainder of your construction in a timelier manner. Specific items that must be addressed are the following:

1. The driveway must be completed to connect to Air Park Dr.
2. Final grading and sowing of grass must be completed.
3. Surplus construction materials must be removed from sight. Examples are: saw horses, sand piles, cubes of bricks, etc.
4. Rear fence brick columns must be finished.
5. Sheets of plywood at the breeze way used to keep dogs inside the rear fence must be replaced with a permanent solution.

In general, the exterior must present a finished and maintained appearance in keeping with community standards. These issues must be addressed within 30 days or the Association will have to pursue other remedies as provided by the Chandelle documents. If clarification of this notice is required, or if there are extenuating circumstances of which the Association is unaware that might prevent compliance with this notice, please contact a member of the ACC or BOD.

Regards,
Chandelle ACC



1226 Pickens Street
Columbia, South Carolina 29201
info@garberreporting.com
Telephone: (803) 256-4500 | Fax (803) 256-1999

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF SPARTANBURG) CASE NO.: 2016-CP-42-01854
3
4 Chandelle Property Owners)
5 Association,) DEPOSITION OF
6 Plaintiff,) WARREN JOHNSON
7 vs.) AUGUST 11, 2022
8 James Douglas Armstrong,)
9 Jane Armstrong, Kenneth L.)
10 Galloway, Molly C. Galloway)
11 Warren Johnson, Rhonda)
12 Johnson, John K. Payne,)
13 Ruth G. Payne, and Jane Van)
14 Wieren as Trustee of the)
15 Greer R.G. Irrevocable)
16 Property Trust, dated October)
17 25, 2006, and also all other)
18 persons unknown, claiming any)
19 right, title, estate,)
20 interest in or lien upon the)
21 real estate described in the)
22 complaint herein,)
23 Defendants.)
24 _____)
25

1 Deposition on oral examination of WARREN JOHNSON,
2 reported by Susanna M. Amstutz, Court Reporter and Notary
3 Public in and for the State of South Carolina; pursuant to
4 Rule 30 of the South Carolina Rules of Civil Procedure;
5 said deposition was taken at the offices of Wendell L.
6 Hawkins, P.A., 310 The Parkway, Greer, South Carolina on
7 Wednesday, the 11th day of August, 2022; commencing at the
8 hour of 12:48 p.m.

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APPEARANCES:

REPRESENTING THE PLAINTIFF:

D. RYAN MCCABE, ESQ.
McCabe Trotter & Beverly, P.C.
4500 Fort Jackson Boulevard, Suite 250
Columbia, South Carolina 29209
(ryan.mccabe@mccabetrotter.com)

REPRESENTING THE DEFENDANT:

WENDELL L. HAWKINS, ESQ.
Wendell L. Hawkins, P.A.
310 The Parkway
Greer, South Carolina 29650
(wlh@wlhawkinslawfirm.com)

JOHN D. SOLAR, ESQ.
and
JOHN HARJEHAUSEN, ESQ.
Clarkson Walsh Coulter
Post Office Box 6728 (29606)
1164A Woodruff Road
Greenville, South Carolina 29607
(jsolar@clarksonwalsh.com)
(jharjehausen@clarksonwalsh.com)

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RICHARD L. PATTON
Patton Law Firm
819 E. North Street, Suite 234
Greenville, South Carolina 29601
(pattonlawfirmllc@gmail.com)

ALSO PRESENT:

- Diane Fanti
- Billy J. Israel
- George Lynn Fleming

VIA ZOOM:

- Greg Stett

1 **Chandelle Property Owners Association?**

2 A. Well, as my wife stated earlier, we got stuck
3 with a \$2,500 bill, and I don't know if that
4 number's exact, but we did have to pay extra for
5 a water tap because, I'm going to say that any
6 lot down Air Park Drive that's above lot number
7 26, the water department considered those not
8 part of the Association, and -- or part of the
9 subdivision, so we had to pay extra.

10 **Q. Okay. And you understand, when you went to build**
11 **your house, you went to the county and you got a**
12 **building permit, correct?**

13 A. Well, as my wife said, we hired a builder that
14 took care of all the permitting.

15 **Q. Okay.**

16 A. But, yes --

17 **Q. So you -- you --**

18 A. -- a permit was taken out.

19 **Q. You asked the county for permission to build in**
20 **Chandelle subdivision or on your property?**

21 A. Correct. I asked.

22 **Q. Okay.**

23 A. Yeah.

24 **Q. And then you went to the Association and you said**
25 **this is what we'd like to build. This is our**

1 architectural plan. Will you approve it,
2 correct?

3 A. Correct.

4 Q. Okay. And you understand that the Association
5 and the county have two separate and distinctly
6 different roles with respect to your property.
7 Do you agree with that?

8 A. I'm not sure I can -- rephrase that or ask it
9 again. Let me think it through.

10 Q. Well, you didn't go to the board and ask them for
11 permission to give you a sewer tap, did you?

12 A. No.

13 Q. 'Cause that's not their responsibility.

14 A. Correct.

15 Q. Right. And so, for whatever reason the county
16 would have told you, you would be entitled to one
17 or not entitled to one. That doesn't have
18 anything to do with the restrictive covenants,
19 does it? In your legal opinion?

20 A. Well, I can't make legal opinions, but I -- I
21 would say no.

22 Q. Okay. So you were told that there wasn't -- that
23 there wasn't any available taps. That you were
24 going to have to pay an additional 2,500 fee --
25 \$2,500 fee, correct?

1 think it's 2002 he lost his ability to add lots
2 to the neighborhood, but I don't know that for a
3 fact. You'll have to tell me. That's for the
4 attorneys to decide.

5 **Q. Do you challenge the authenticity of this**
6 **document?**

7 A. No.

8 **Q. Okay. Do you acknowledge that every recorded**
9 **instrument pertaining to your lots, let's see if**
10 **I can get it right, 29, 30, 34, and 28, all**
11 **reference lot numbers to plats that contain the**
12 **term "Chandelle"?**

13 A. I do agree with that. That's just text on --
14 text on a -- on a survey.

15 **Q. Well, did you have some surveyors provide surveys**
16 **on your behalf?**

17 A. You bet.

18 **Q. Yes. Exhibit 6.**

19 A. Did you have, or ask, someone to prepare this
20 plat at your request?

21 A. Sure. I hired Huskey & Huskey to -- to do this
22 for me.

23 **Q. Okay. And did you have it recorded with the**
24 **Register of Deeds office at your request? Or on**
25 **your behalf?**

1 A. Yes.

2 Q. Okay. You acknowledge that this references lot
3 numbers located within Chandelle?

4 A. I'm just looking to see where I see the, actually
5 the words "lots in Chandelle," anywhere on this
6 plat.

7 Q. Go to the notes. I'll help you. Number -- the
8 fifth note under the notes section.

9 MS. JOHNSON: Top block. Center of the page.

10 THE WITNESS: Old 12-inch -- oh. I see it. I
11 see the text that says Chandelle Section 6, as
12 shown on our plat.

13 BY MR. MCCABE:

14 Q. Did you ask a surveyor to prepare this?

15 A. I don't know if I personally asked a surveyor, or
16 if it was handled through our attorney, but we
17 definitely were instrumental in making sure that
18 a survey was done.

19 Q. Okay. Turn to Exhibit 8, please, sir.

20 A. Yeah.

21 Q. Were you finished on the last one?

22 A. Well, other than the fact that, as my wife
23 pointed out, I mean, these things definitely have
24 a stamp on them that say "Exempt." If they're
25 not really in --

1 Q. Okay. Well, I'm going to let you give your legal
2 opinion on that.

3 A. I will not give a legal opinion on anything.

4 Q. Well --

5 A. Number 7, you said?

6 Q. 8. I'm sorry.

7 A. Okay.

8 Q. Do you recognize this plat?

9 A. I do.

10 Q. Was it prepared at your request?

11 A. Yes.

12 Q. And does it reference lots located in Chandelle?

13 A. It re- -- it references lots on Air Park Drive --

14 Q. Look at the next section.

15 A. -- that have a note. It says a note that it's in
16 Chandelle Section 7.

17 Q. Okay. Do you recall the purpose of this?

18 A. Sure. It was to combine the lots for -- for tax
19 reasons. You bet.

20 Q. With the county?

21 A. Correct.

22 Q. Right. But you also asked for permission from
23 Chandelle to combine these lots, as well, didn't
24 you?

25 A. John gave us permission to combine these lots,

1 correct.

2 Q. Correct.

3 You understood that you had to go to two
4 different places to get permission to bind -- to
5 -- to combine those lots, one's at the county,
6 one's with the developer -

7 A. Correct.

8 Q. -- and you had to do that because the restrictive
9 covenants required you to get permission from the
10 developer to combine lots, correct?

11 A. Correct.

12 Q. Okay. Do you mind flipping to Exhibit Number 9?
13 I'm going to -- do you recognize Exhibit Number
14 9?

15 A. I do.

16 Q. What is it?

17 A. It is an easement that gives lots -- well, let me
18 read it and make sure. It gives the properties
19 listed in this tax map an easement to the runway.

20 Q. Okay. Who prepared this document?

21 A. I prepared the document.

22 Q. You prepared the -- the easement?

23 A. Correct.

24 Q. Did you have a lawyer review it?

25 A. No. But I got a lot of the -- a lot of the

1 needed to have happened to make it happen. You
2 took us down a path that was crazy.

3 **Q. And all of these things require something called**
4 **cooperation. You agree with me?**

5 A. I do. But, I mean, there, again, we weren't
6 allowed to cooperate in anything. We never -- to
7 this day, we have never voted on anything at all.
8 We're kept in the dark on what happens. So we
9 have -- even the meeting minutes are a joke for
10 what goes on in our Homeowners Association. They
11 are one page. We're in there for two hours, and
12 the meeting minutes are that long
13 (demonstrating).

14 **Q. And -- and you've received notices for the annual**
15 **meetings.**

16 A. Correct.

17 **Q. And you've attended a bunch of them.**

18 A. I did. I have.

19 **Q. And -- and you've paid your assessments up**
20 **through, what, 2016?**

21 A. I paid my assessments until you sued us and told
22 us we weren't in the neighborhood.

23 **Q. And that's your interpretation of what the**
24 **lawsuit alleges. That you are being told that**
25 **you're not in the neighborhood.**

1 A. Well, I have multiple places where you or Billy
2 Isreal have said we are not in the neighborhood.
3 In fact, I have Billy Isreal saying that not only
4 am I not a member of the Homeowners Association,
5 I'm not in Chandelle subdivision, and if I want
6 to, I can put a trailer in my front yard. He
7 said that point-blank in a meeting when everybody
8 was present.

9 **Q. And you relied on his opinion?**

10 A. He's the president of the Homeowners Association,
11 and he speaks with you. Surely, he's a smart
12 man. He wouldn't have made that statement
13 without having your approval.

14 **Q. Do you recall --**

15 A. I think that was 2015. I don't know for a fact,
16 but it's easy to track down.

17 **Q. Okay.**

18 A. And if you had good meeting minutes that the
19 Homeowners Association kept, you'd know that.

20 **Q. Okay. So, did you apply to the -- to the**
21 **Association, or the Architectural Control**
22 **Committee, or the board, any of the above, for**
23 **permission to construct your residence?**

24 A. We did.

25 **Q. Okay. And did you ask for permission from the**

1 Association to extend the paving for your -- your
2 runway hangar --

3 A. We did.

4 Q. -- that your hangar has? And did you ask for
5 permission to modify your fence or to --

6 A. I don't think we ever modified our fence.

7 Q. Or constructed.

8 A. We did.

9 Q. And did you ask for permission for a variance
10 from Section 4.12?

11 A. If you have records that say I did, I did.

12 Q. Well, you want to see them? Look at the
13 exhibits. Well, I mean, you don't have to, but
14 if --

15 A. No. We don't need to waste time on that.

16 Q. Okay.

17 A. That's fine. I know what you're trying to get
18 at.

19 Q. And did any of these times that you were
20 requesting permission to do things, did you ever
21 say, or your wife, or anyone on your behalf, say
22 we're not subject to the restrictions for this
23 neighborhood?

24 A. No. I never said that. In fact, you're the one
25 that told everyone that we weren't in the



VICINITY MAP N/S

NOTES

NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
 PROPERTY SHOWN SUBJECT TO EASEMENTS OF/NOT OF RECORD.
 UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
 NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
 BEING LOT 30 AND 34 OF CHANDELLE SEC. 6 AS SHOWN ON OUR PLAT DATED AUG. 1, 2008.
 OLD 1/2" REBAR ON ALL CORNERS.



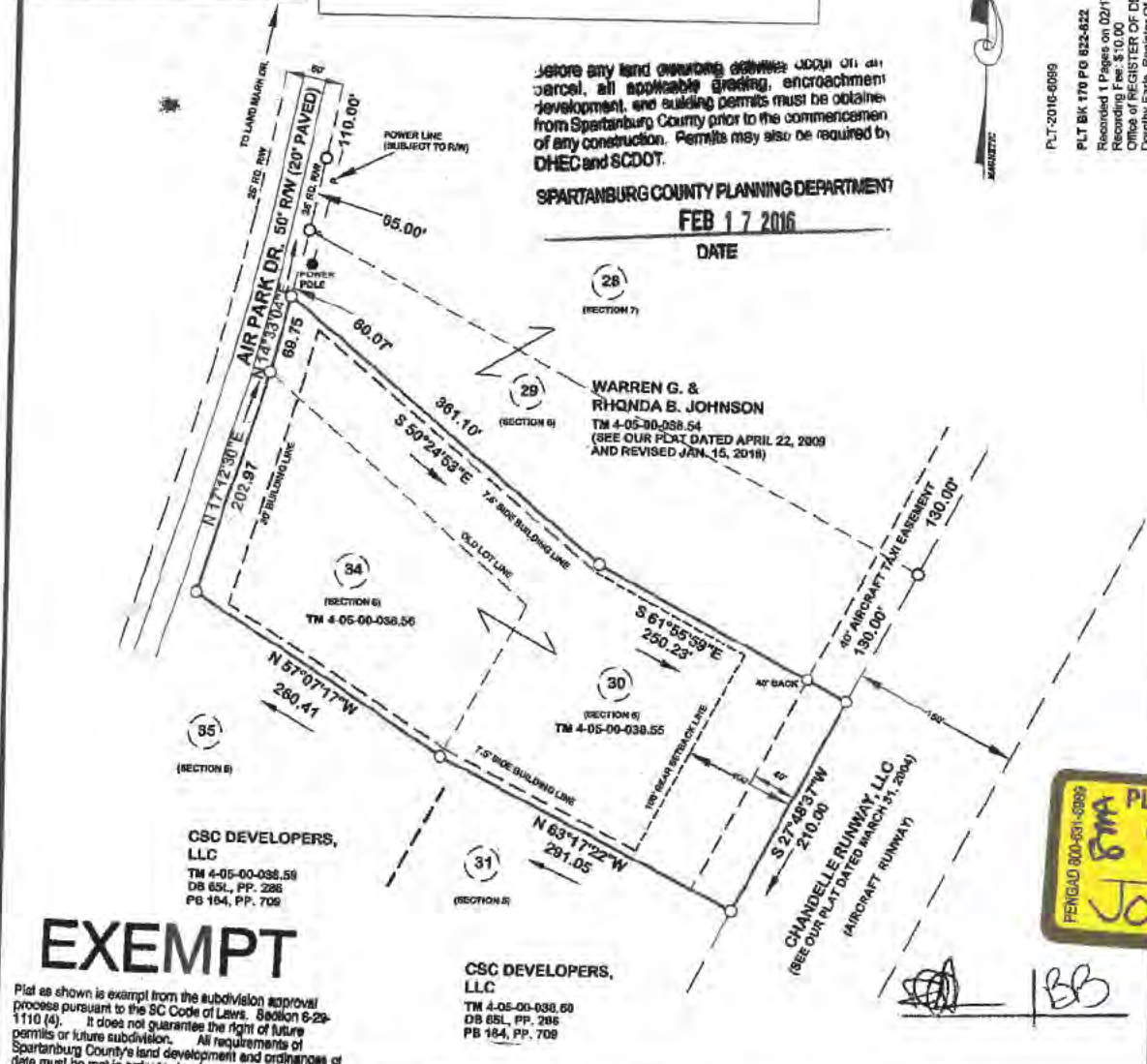
PLT 2016-0089
 PLT BK 170 PG 822-822
 Recorded 1 Pages on 02/17/2016 03:17:23 PM
 Recording Fee: \$10.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S. C.
 Dorothy Earle, Register of Deeds

Before any land ownership changes occur on all parcels, all applicable grading, encroachment, development, and building permits must be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by DHEC and SCDOT.

SPARTANBURG COUNTY PLANNING DEPARTMENT

FEB 17 2016

DATE



WARREN G. & RHONDA B. JOHNSON
 TM 4-05-00-038.54
 (SEE OUR PLAT DATED APRIL 22, 2009 AND REVISED JAN. 15, 2018)

CSC DEVELOPERS, LLC
 TM 4-05-00-038.58
 DB 65L, PP. 286
 PB 164, PP. 709

CSC DEVELOPERS, LLC
 TM 4-05-00-038.60
 DB 65L, PP. 286
 PB 164, PP. 709

EXEMPT

Plat as shown is exempt from the subdivision approval process pursuant to the SC Code of Laws, Section 6-29-1110 (4). It does not guarantee the right of future permits or future subdivision. All requirements of Spartanburg County's land development and ordinances of date must be met in order to develop the property.

3.00 AC. TOTAL

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCR OACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500 AS SHOWN HEREON AND THE AREAS WERE DETERMINED BY THE D.M.D. METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.

REF. PLAT BOOK 160, PP. 652 REF. DEED BOOK 65 L, PP. 286

CLOSING SURVEY FOR
WARREN G. JOHNSON and RHONDA B. JOHNSON
 LOCATED 4 MILES SOUTHWEST OF REIDVILLE - 510, 514 AIR PARK DR.

COUNTY: SPARTANBURG	COUNTY BLOCK MAP: 4-05-00-038.55, 038.56	STATE: SOUTH CAROLINA
DATE: JANUARY 15, 2016	FIELD BOOK	FIELD CHIEF T. E. H.
REVISED:		DRWN. BY S. H. D.
SCALE 1" = 100'		
HUSKEY & HUSKEY, INC. - PROFESSIONAL LAND SURVEYORS 2939 CHESNEE HWY. - SPARTANBURG, SC 29307 PH. (864)578-5674, FAX (864)578-1774, E-MAIL huskeypleno@bellsouth.net		MEMBER OF THE S.C. SOCIETY OF PROFESSIONAL LAND SURVEYORS



E-4113

EXHIBIT 28

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
FOR THE SEVENTH JUDICIAL CIRCUIT
C/A No: 2016-CP-42-01854

Chandelle Property Owners Association,

Plaintiff,

vs.

**AFFIDAVIT
OF GEORGE LYNN FLEMING**

James Douglas Armstrong, Jane Armstrong, Sr., Kenneth L. Galloway, Molly C. Galloway, Warren Johnson, Rhonda Johnson, John K. Payne, Ruth G. Payne, and Jane Van Wieren as trustee of the Greer R.G. Irrevocable Property Trust, dated October 25, 2006, and also all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,

Defendants.

James Douglas Armstrong and Jane Armstrong, Warren Johnson, Rhonda Johnson, John K. Payne and Ruth G. Payne,

Third-Party Plaintiffs,

v.

Billy J. Israel, Bruce R. Goldberg, Cindy R. Goldberg and George Lynn Fleming in their personal and official capacities,

Third-Party Defendants.

018771.00006

PERSONALLY APPEARED before me, George Lynn Fleming, who after being sworn, deposes and says that:

1. The facts stated herein are true and are based on my own personal knowledge. Further, I am of the age of majority and am competent to testify as to the matters stated herein.

**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

2. I have been a property owner in Chandelle Subdivision since 2008.
3. From approximately late 2010 until December 2016, I continuously served on the Chandelle Architectural Control Committee (hereinafter, the “ACC”) established under the Declaration of Covenants, Conditions and Restrictions for Chandelle Subdivision which was recorded on December on 16, 1997, in the Office of the Register of Deeds for Spartanburg County in Deed Book 67-A at Page 0583, as amended and supplemented (as amended and supplemented, the “**Declaration**”).
4. I am knowledgeable about and familiar with architectural control and architectural approval matters within Chandelle Subdivision during my tenure on the ACC.
5. In 2011-2012, the ACC engaged in a series of communications with Warren Johnson and Rhonda Johnson (hereinafter, the “**Johnsons**”) regarding adherence to the continuity of construction requirements found in the Declaration. A copy of various communications related to the same are attached as **Exhibit A** hereto. At no point in these communications did the Johnsons ever assert that they and/or their property were not subject to the Declaration.
6. Further, in 2012, the Johnsons sought and received approval from the ACC under the Declaration for the erection of fencing on their lots, and a copy of various communications relating to the same are attached as **Exhibit B** hereto.
7. Additionally, in 2013, the Johnsons sought and received approval from the ACC to add a concrete extension to their existing hangar ramp pad on their property. A copy of correspondence relating to the same is attached as **Exhibit C** hereto.
8. In 2012 and 2013, the ACC sent correspondence to the Johnsons pertaining to violations of the Declaration for barking dogs, and a copy of such correspondence related to the same

is attached as **Exhibit D** hereto. The Johnsons never raised as a defense or otherwise asserted that they and/or their property were not subject to the Declaration in response to such correspondence.

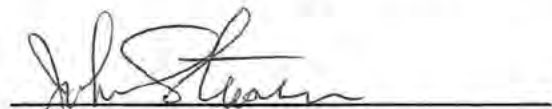
- 9. Joseph and Dale Kohn did seek and obtain architectural approval from the ACC in 2013 with respect to the construction of a house and hangar on Lots 55 and 56

FURTHER AFFIANT SAYETH NOT.



 George Lynn Fleming

SWORN TO and subscribed before me
 this 8th day of September, 2022.



 Notary Public for South Carolina
 My Commission Expires: 2/21/2024



**THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT.
 ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

EXHIBIT A

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854

Subject: Fw: Continuity of Construction
From: lynn fleming <topduck2k@yahoo.com>
Date: 1/8/2012 10:37 PM
To: Pat Finucane <kb3cwn@att.net>

Pat, this is the letter we sent to Warren on New Years Eve.

G. Lynn Fleming
topduck2k@yahoo.com

----- Forwarded Message -----

From: lynn fleming <topduck2k@yahoo.com>
To: Warren Johnson <warren.johnson@palmettopro.com>
Cc: Stu Swanson <icacplane@yahoo.com>; Pat Finucane <kb3cwn@att.net>; Marilyn Berry <mnberry101@bellsouth.net>; Billy Israel <bjisrael1@bellsouth.net>; Bruce Goldberg <deputyfour@aol.com>; Cindy Goldberg <HAZMAT1212@aol.com>; Ken Galloway <kgallowa@ix.netcom.com>; John Stewart <johnrstewart@bellsouth.net>
Sent: Saturday, December 31, 2011 6:29 PM
Subject: Continuity of Construction

Warren and Rhonda,

On behalf of the Chandelle Architectural Control Committee and the Board of Directors, please see the attached letter. Wishing you and yours a productive and prosperous New Year in your new home at Chandelle!!!

G. Lynn Fleming
topduck2k@yahoo.com

Attachments:

Warren Johnson Letter.doc

104 KB



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle Architectural Control Committee (ACC)
Subject: Continuity of Construction
Date: December 31, 2011

All of us at Chandelle are pleased to welcome you to our community. Your home is a welcome and attractive addition to the development. We hope you and your family will enjoy this great aviation community as much we all have.

At a recent meeting of the ACC with the Board of Directors and the developer, the issue of the length of your construction was discussed. Section 4.12 of the Covenants, Conditions and Restrictions (CCRs) provides for a completion period of 12 months from the time of issuance of the building permit, as follows:

Section 4.12. Continuity of Construction. All structures approved by the ACC must be completed insofar as the exterior finish is concerned within 12 months from the date of issuance of a building permit for said structure. The ACC may waive this requirement if construction delays have been caused by strikes, war, fire, or acts of God which render the completion of construction within such time impossible. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, unless an exception is granted in writing by the ACC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days or if construction is not completed within required 12 month period, then after notice and hearing as provided in the By-Laws, the ACC may impose a fine of not less than One Hundred (\$100.00) Dollars per day on the Owner of the Lot. Furthermore, prior to occupancy of the dwelling or within one year after the issuance of a Building permit, the lot owner shall have his property sown in grass and have planted foundation landscaping around the dwelling and other accessory buildings.

Notice in particular the italicized and underlined sentences above. It is understood that there have been circumstances beyond your control that have contributed to the delay. It is also understood that the time of year is not optimum for sowing grass. However, since you are about 90 days past the 12 month period, the ACC would like to request that you submit an estimated completion date that is within a reasonable period of time so that you may be granted an extension. Please submit a rough landscape plan along with your request for an exception to Section 4.12 of the CCRs and the estimated completion date.

You may submit a request in writing and your rough landscape plan to Stu Swanson for review by the Chandelle ACC in order to be granted an exception to the provisions of Section 4.12 of the CCRs.

Good Luck with your home and Best Wishes for the New Year from the ACC. We are glad you are here!

Section 4-12 Variance

Subject: Section 4-12 Variance

From: lynn fleming <topduck2k@yahoo.com>

Date: 1/10/2012 11:31 AM

To: Warren Johnson <warren.johnson@palmettopro.com>

CC: Billy Israel <bjisrael1@bellsouth.net>, Bruce Goldberg <deputyfour@aol.com>, Cindy Goldberg <HAZMAT1212@aol.com>, Ken Galloway <kgallowa@ix.netcom.com>, Stu Swanson <icacplane@yahoo.com>, Pat Finucane <kb3cwn@att.net>, Marilyn Berry <mnberry101@bellsouth.net>, John Stewart <johnrstewart@bellsouth.net>

Warren and Rhonda,

Attached is your variance letter.

G. Lynn Fleming
topduck2k@yahoo.com

— Attachments: —

Warren Johnson Letter Response Final.doc

104 KB



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle Architectural Control Committee (ACC)
Subject: Continuity of Construction

Warren and Rhonda:

Thanks for your response to our previous letter concerning your completion of construction schedule. After reporting to the BOD, here are our requests.

1. Please complete drainage and rough grading of front and back yards by February 15, 2012.
2. Foundation plantings should be placed as soon as the danger of frost damage has past. Only foundation plantings are required by Section 4-12. We all understand that landscaping is an ongoing process. Plants placed early will have a better chance of survival and will require less irrigation. Planting foundation plants before sowing grass eliminates damage to a new lawn.
3. We understand that some grasses such as Bermuda will not germinate until the soil temp rises around May, and that is beyond your control.

We are sympathetic with your problems with completion times, we have all been there. The intent of the ACC by way of enforcing Section 4-12 of the CCRs is to preserve the appearance of the community by cleaning up construction sites as soon as possible. We would ask your cooperation in complying with the CCR as soon as weather permits.

Regards,
Chandelle ACC

Subject: Letter from Chandelle ACC

From: lynn fleming <topduck2k@yahoo.com>

Date: 8/15/2012 4:22 PM

To: Warren Johnson <warren.johnson@palmettopro.com>

CC: Stu Swanson <icacplane@yahoo.com>, Pat Finucane <kb3cwn@att.net>, Billy Israel <bjisrael1@bellsouth.net>, Bruce Goldberg <deputyfour@aol.com>, Ken Galloway <kgallowa@ix.netcom.com>

Warren and Rhonda:

Please find attached a letter from the Chandelle ACC concerning issues with your property. The letter will also be delivered by mail as required by the Chandelle Documents.

Do not hesitate to contact any Association officer or committee member in reference to this letter. If any part of this notice is unclear, or if you would like to discuss it, some or all of us will be happy to meet with you personally.

Regards,
G. Lynn Fleming
topduck2k@yahoo.com
lynn.fleming@bellsouth.net

— Attachments: _____

Warren Johnson Notice.doc

104 KB



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle ACC
Subject: Property Maintenance and Continuity of Construction
Date: 15 August 2012

Warren and Rhonda,

At the beginning of this year, the ACC contacted you concerning the continuity of construction section of the Chandelle documents. You were issued a letter of variance to the section since you had encountered some delays and difficulties in completing your home construction within the 12 month period provided by the CCRs.

The extension to the 12 month period has expired and the length of your home construction is now approaching two years. The ACC and the Association BOD require that you complete the remainder of your construction in a timelier manner. Specific items that must be addressed are the following:

1. The driveway must be completed to connect to Air Park Dr.
2. Final grading and sowing of grass must be completed.
3. Surplus construction materials must be removed from sight. Examples are: saw horses, sand piles, cubes of bricks, etc.
4. Rear fence brick columns must be finished.
5. Sheets of plywood at the breeze way used to keep dogs inside the rear fence must be replaced with a permanent solution.

In general, the exterior must present a finished and maintained appearance in keeping with community standards. These issues must be addressed within 30 days or the Association will have to pursue other remedies as provided by the Chandelle documents. If clarification of this notice is required, or if there are extenuating circumstances of which the Association is unaware that might prevent compliance with this notice, please contact a member of the ACC or BOD.

Regards,
Chandelle ACC

Date: October 18, 2012
To: Chandelle Aviation Estates Property Owners Association BOD
140 Chandelle Ridge Drive
Woodruff, SC 28388-9800
Subject: Demand to correct violation of Section 4.12

BOD,

On October 11, 2012 Rhonda and I received a letter from the BOD demanding correction of violations of section 4.12 – Continuity of Construction.

We requested a meeting with the architectural control board members to discuss the specifics on what is out of compliance. A meeting was held with three board members to discuss the issues stated in the letter.

Items specifically listed in your document for non-compliance are:

Final grading. Final grading is complete. We have complied with the grading around the driveway entrance as agreed upon.

Sewing of Grass: Grass has been sown twice on the problem area. Bermuda was also sprigged in our problem area. We agree that this is a trouble area. We will continue to work on this problem area. It will not be a full lawn in this area this year. This is not a continuance of construction issue. I have seeded winter rye in this area. Part of this area will be used as a garden. The landscaping plan will be sent to the ACC showing the location of the garden.

Construction of the fence columns: There have been issues sourcing the specialty brick that go on the top of our columns. I am attaching an e-mail from the brick supplier to back up my claims. The brick fence is not an original home construction item. It is a secondary project. It will be several months before it is complete. You may contact General Shale directly to verify or possibly expedite the delivery of the specialty shapes. These have been on order for months. A mistake was made and the wrong shapes were manufactured.

Excess construction debris: Two pallets of pavers were removed from our property.

Driveway construction: At the time you addressed this letter our driveway was and is complete.

Debris across the street: It has been removed.

I am notifying you that section 4.12 has been met. Rhonda and I are requesting a letter from the BOD stating that it agreed that section 4.12 has been met.

Regards,
Warren Johnson

Mr Johnson- I am very sorry about the confusion on the shapes. We must have looked at an old order when we ordered. The correct shapes have now been order and we have 6-8 week lead time. I have expressed our need for urgency on this order and I will keep you updated as the process. Please let me know if you have any more questions and I want to again apologize for this whole ordeal.

Bo Armfield
Inside Sales Representative

General Shale Brick, Inc. www.generalshale.com

320 Tandem Dr
Greer, SC 29650
P 864-801-1775 C 864-361-4538 F 864-801-1776

robert.armfield@generalshale.com

EXHIBIT B

From: lynn fleming <topduck2k@yahoo.com>

Date: 2/2/2012 12:08 PM

To: Warren Johnson <warren.johnson@palmettopro.com>

CC: Stu Swanson <icacplane@yahoo.com>, Pat Finucane <kb3cwn@att.net>, Ken Galloway <kgallowa@ix.netcom.com>, Billy Israel <bjisrael1@bellsouth.net>, Bruce Goldberg <deputyfour@aol.com>, Cindy Goldberg <HAZMAT1212@aol.com>, Marilyn Berry <mnberry101@bellsouth.net>

Warren and Rhonda:

Attached is your approval letter from the ACC for your proposed fence.

Regards,

G. Lynn Fleming

topduck2k@yahoo.com

lynn.fleming@bellsouth.net

— Attachments: —

Warren Johnson Fence Approval.doc

102 KB

ELECTRONICALLY FILED - 2022 Sep 09 4:16 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201854



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle Architectural Control Committee (ACC)
Subject: Permission for Fence
Date: 2 Feb 2012

Warren and Rhonda:

This letter constitutes the written approval for erection of fencing required by Section 5.17 of the Chandelle CCR's. Your fencing is approved for design, construction, and location as submitted by your plans.

This letter also serves to grant a variance to Section 5.17 in that the proposed fence will extend at the full height into your side yard on the south side of the dwelling. A matching section of fencing, the same height, is approved on the north side of the attached hangar, in the side yard, to match the south side fencing.

Regards,
Chandelle ACC



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle ACC
Subject: Revised Approval for Fence
Date: 27 Feb 2012

Warren and Rhonda,

This letter constitutes approval for your latest request for fencing in the rear (runway side) of your home at Chandelle. It is understood that the fence will be located in the rear yard only and will not require the variance that was given in the previous letter of approval dated 2 February 2012. It is also understood that the fencing will be aluminum instead of wood with brick columns and less than five (5) feet in height. The ACC has reviewed the planned placement of the fence and found it in compliance with the CCRs.

The previous letter of approval dated 2 February is cancelled and superseded by this letter of approval.

Regards,
Chandelle ACC

EXHIBIT C



PROPERTY OWNERS ASSOCIATION

To: Warren and Rhonda Johnson
From: Chandelle ACC
Subject: Aircraft Ramp Extension Approval Request
Date: 17 April 2013

Warren and Rhonda:

The Chandelle ACC members have reviewed your request to add a concrete extension to the existing hangar ramp pad of your home.

The sketch submitted indicates an extension toward the runway approximately 18 feet wide and 65 feet long, ending about even with the east end of the existing fence line. It is understood that the extension will terminate before reaching the 100 foot setback line from the grass runway edge, a total of 150 feet from the paved runway edge.

Your request is approved as submitted. You may print a copy of this letter for your files, and a copy will be filed in the ACC records.

Regards,

The Chandelle ACC

EXHIBIT D

Subject: Fw: Section 5.11 Pets

From: lynn fleming <topduck2k@yahoo.com>

Date: 4/24/2012 11:26 AM

To: Stu Swanson <icacplane@yahoo.com>, Pat Finucane <kb3cwn@att.net>

CC: Billy Israel <bjisrael1@bellsouth.net>, Bruce Goldberg <deputyfour@aol.com>, Cindy Goldberg <HAZMAT1212@aol.com>, Ken Galloway <kgallowa@ix.netcom.com>

BOD and ACC:

This email and attachment has been sent to Warren and Rhonda Johnson.

If any of you feel that it should also be sent by mail, please feel free to print the letter attachment and drop it in the mail.

Regards,

G. Lynn Fleming

topduck2k@yahoo.com

lynn.fleming@bellsouth.net

----- Forwarded Message -----

From: lynn fleming <topduck2k@yahoo.com>

To: Warren Johnson <warren.johnson@palmettopro.com>

Sent: Tuesday, April 24, 2012 11:23 AM

Subject: Section 5.11 Pets

Warren and Rhonda:

Please see the included attachment regarding your dogs.

Regards,

G. Lynn Fleming

topduck2k@yahoo.com

lynn.fleming@bellsouth.net

Attachments:

Warren Johnson Dog Barking.doc

102 KB



PRIVATE AVIATION ESTATES

To: Warren and Rhonda Johnson
From: Chandelle Property Owners Association
Subject: Barking Dogs
Date: April 24, 2012

Warren and Rhonda:

Complaints have been received by members of the board of directors that your dogs have been barking excessively. One property owner complained of having been awakened very early in the morning by barking. Section 5.13 of the CCR's specifically addresses pets at Chandelle and the control of those pets.

Realizing that barking is a natural activity of dogs, the Association must insist that incessant noise and disruption of sleep by pets be controlled by the pet owners.

Please take whatever actions are necessary as soon as possible to eliminate this problem.

Your cooperation in this matter is appreciated.

Subject: Pets at Chandelle

From: Architectural Committee <chandelleacc@gmail.com>

Date: 6/14/2013 3:10 PM

To: Warren Johnson <warren.johnson@palmettopro.com>

CC: lynn.fleming@bellsouth.net, Stu Swanson <icacplane@yahoo.com>, Pat Finucane <kb3cwn@att.net>

Warren and Rhonda:

Please see the letter attachments from the ACC on behalf of the POA.

An official letter will also be mailed as provided for in the Chandelle documents

Attachments:

Warren Johnson Barking Dogs II.doc	104 KB
Warren Johnson Dog Barking.doc	102 KB



PROPERTY ASSOCIATION LETTERS

To: Warren and Rhonda Johnson
From: Chandelle Property Owners Association
Subject: Barking Dogs
Date: 14 June 2013

Warren and Rhonda:

Complaints have been received by the Board of Directors and members of the ACC that your dogs are creating a nuisance in the neighborhood by excessive barking. Section 5.11 of the Chandelle Documents addresses pets at Chandelle and the control of those pets. The reference to barking is in italics and underlined below.

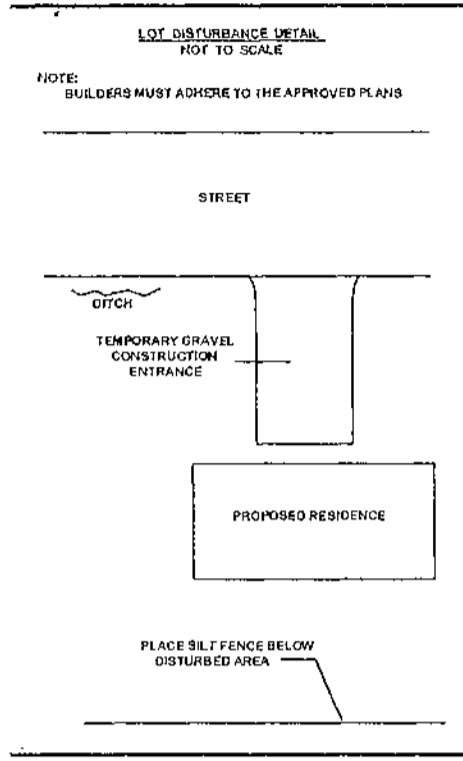
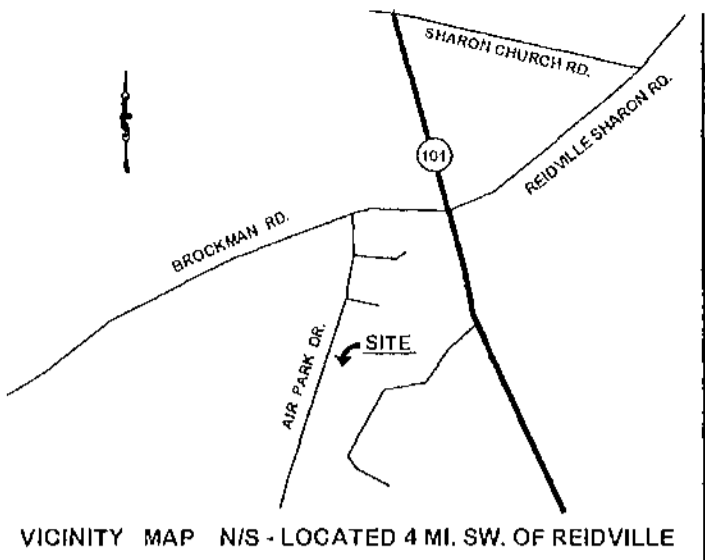
Section 5.11 Pets Pets and other animals shall neither be kept nor maintained in or about the properties except in accordance with the following. Commercial breeding or feeding of horses, cattle, goats, hogs, sheep or poultry; the operation of a commercial dairy; dog boarding kennel or veterinary hospital; and the operation of a commercial livery or boarding stable for horse; or a riding academy; and the keeping of any hog or milk cow or horse, are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a limit of three (3) domestic animals (canine or feline) for family pleasure, provided that domestic animals must be restrained by fence or other appropriate protective restraint. This restraint should be from the farthest possible point from the adjoining property, and all appropriate measures must be taken by the lot owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Noisy animals, such as incessantly barking dogs, must be controlled by their owners. No pet shall be permitted outside of its owners Lot unless attended by an adult or child of more than ten (10) years of age and said pet must be on a lease *leash* of reasonable length. At no time are any unattended domestic animals or pets allowed on the runway or taxiway easements.

A notice that complaints were received previously was sent to you on 24 April 2012 concerning this same issue.

The Chandelle Property Owners Association must insist that you take whatever actions are necessary to eliminate the nuisance of excessively barking dogs on your property.

Please acknowledge receipt of this letter within 10 days.

END



COMMUNITY
GREER

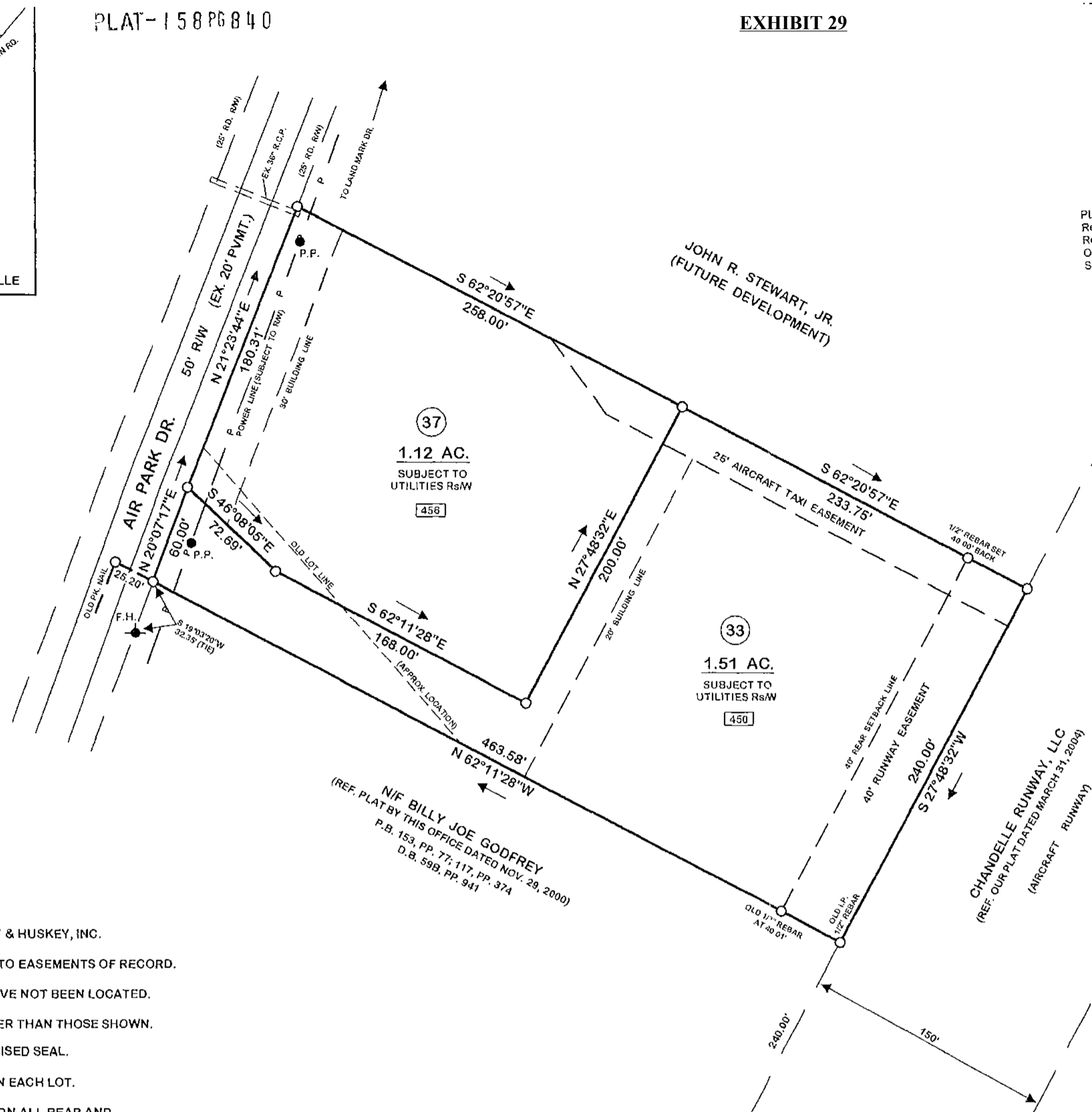
ZIP CODE
29651

NOTES

- NO TITLE SEARCH BY HUSKEY & HUSKEY, INC.
- PROPERTY SHOWN SUBJECT TO EASEMENTS OF RECORD.
- UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
- NO FEATURES LOCATED OTHER THAN THOSE SHOWN.
- PLAT NOT VALID WITHOUT RAISED SEAL.
- ADDRESS LOCATED IN BOX ON EACH LOT.
- A 5' EASEMENT IS RESERVED ON ALL REAR AND SIDE LOT LINES FOR DRAINAGE AND UTILITIES.
- 1/2" REBAR SET ON CORNERS, UNLESS NOTED.
- BUILDING LINES (from property lines), IF APPLICABLE
FRONT - 30.00' (lot 37) 20.00' (lot 33)
REAR - 20.00' (lot 37) 40.00' (lot 33)
SIDE - 7.50' (except where affected by 25' aircraft taxi esmt.)
- LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC TANKS AND WELLS.

LEGEND

- C.B. - CATCH BASIN
- EX. - EXISTING
- F.H. - FIRE HYDRANT
- I.P. - IRON PIN
- PVMT. - PAVEMENT
- P.P. - POWER POLE
- R/W - RIGHT-OF-WAY
- R.C.P. - REINFORCED CONCRETE PIPE



PLT-2005-57086
Recorded 1 Pages on 11/1/2005 1:16:47 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

SUMMARY PLAT

**CERTIFICATE OF SUBDIVISION/
LAND DEVELOPMENT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THE PLAT INDICATED HEREON CONFORMS TO THE DESIGN STANDARDS AND REQUIREMENTS IN SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE, WITH THE EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS RECORDED IN THE MINUTES OF THE SPARTANBURG COUNTY PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

NOV 01 2005
DATE

Erin J. Price LUMA
CHAIRMAN, SECRETARY OR
PLANNING DIRECTOR FOR SPARTANBURG
COUNTY PLANNING COMMISSION

JOB NO.: 501552 FIELD BK.: 5-015-52 FIELD CHIEF: T. E. H. DRWN. BY: S. H. D. CKD. BY: T. E. H.

SPARTANBURG COUNTY RECEIVED OCT 20 2005 PLANNING DEPARTMENT

NAME OF SUBDIVISION
CHANDELLE
SECTION 4

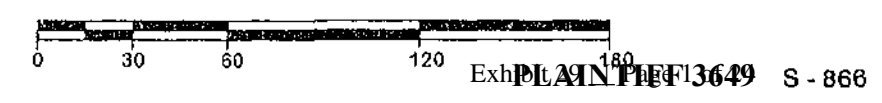
A MINOR RESIDENTIAL SUBDIVISION
SPARTANBURG COUNTY - SOUTH CAROLINA

OWNER/DEVELOPER
Mal
CSC DEVELOPERS
400 AIRPARK DR.
GREER, SC 29651
PHONE 864-877-2126

SURVEYOR
HUSKEY & HUSKEY, INC.
2939 CHESNEE HWY.
SPARTANBURG, SC 29307
PHONE 864-578-5671

NUMBER OF ACRES 2.63 MILES OF NEW ROAD 0
NUMBER OF LOTS 2 DATE OCTOBER 13, 2005 REVISED

SCALE 1" = 60'



REVISIONS BOX	
DATE	REVISIONS

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/7500+ AS SHOWN HEREON AND THAT THE AREA WAS DETERMINED BY THE D.M.D METHOD OF AREA CALCULATION.

REFERENCE: DEED BOOK 51 T PP. 332 ; 65 L PP. 286 ; 74 M PP. 144
PLAT BOOK 95 PP. 280 ; 134 PP. 342
BLOCK MAP 4-05-00-39.05 & P/O 38.00

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE SPARTANBURG COUNTY UNIFIED LAND MANAGEMENT ORDINANCE.

OCTOBER 13, 2005
DATE

19006

S.C. REG. NO. 0994

PROFESSIONAL REGISTERED LAND SURVEYOR



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA; AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED. THE BUILDING(S) OR WALL(S) SHOWN HEREON DO NOT ENCROACH ON THE ADJACENT PROPERTY, EXCEPT AS SHOWN. I HEREBY STATE THAT THE AREAS WERE DETERMINED BY THE D.M.D METHOD OF CALCULATION OR BY COMPUTER. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA, AS DEFINED BY THE FLOOD INSURANCE MAP, AUGUST 1984.



87--VP6168

WITNESS the Grantors' hands this 25th day of October 2006.

SIGNED, Sealed and Delivered
In the presence of:

Paula L. Haney
Witness

Ruth Graham
RUTH GRAHAM

D. R. B.
Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that he saw the within named Grantors, did sign, seal and as the Grantors' act and deed, delivered the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN before me this 25th
day of October 2006.

Paula L. Haney
Witness

D. R. B.
Notary Public for South Carolina
My Commission expires: 6-9-2017

