

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM COLLETON COUNTY
COURT OF COMMON PLEAS

R. Thayer Rivers, Jr., Special Referee

Case No. 2009-CP-15-01148

Roger Wendell Walker, as the Personal Representative of the Estate
of Kenneth Ray Walker and individually as a surviving child and
Devisee of the Decedent, Kenneth Ray Walker (d/o/d 9/20/2008),
Jimmy Ray Walker, and Wilson Whitney Walker as surviving
children and Devisees of the Decedent, Kenneth Ray Walker, who
died testate on 9/20/2008, ... Respondents,

v.

Catherine W. Brooks, ... Appellant.

RECORD ON APPEAL
VOLUME 2

Everett Hope Garner &
Benjamin A. Dunn, II
HOLLER, DENNIS, CORBETT, ORMOND,
PLANTE & GARNER
1777 Bull Street
Columbia, SC 29201
(803) 765-2968
Attorneys for Appellant

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171 Church Street, Suite 160
Charleston, SC 29401
(843) 720-3749
SC Bar Nos. 2332 & 12036
Attorney for Respondents

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PAY
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6370

Nov 15, 2007

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

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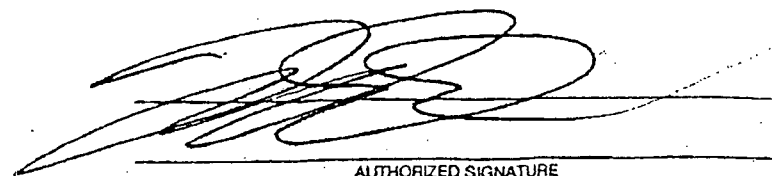
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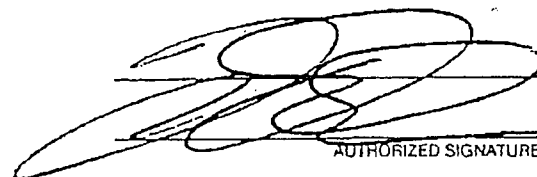
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183 COOKS HILL ROAD
WALTERBORO, SC 29488



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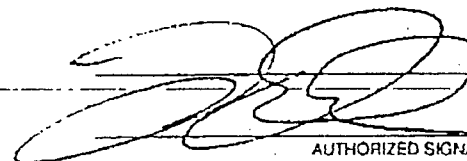
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183 COOKS HILL ROAD

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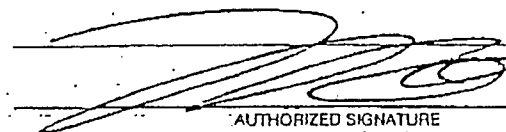
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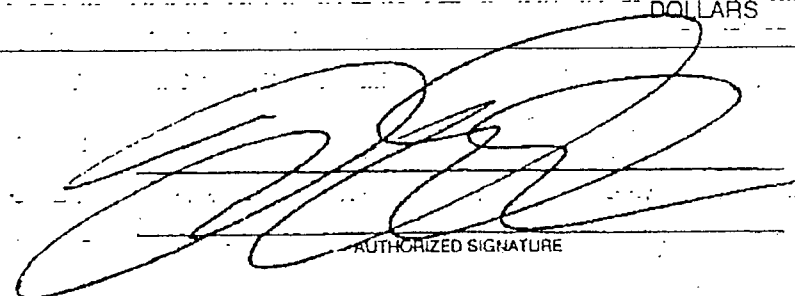
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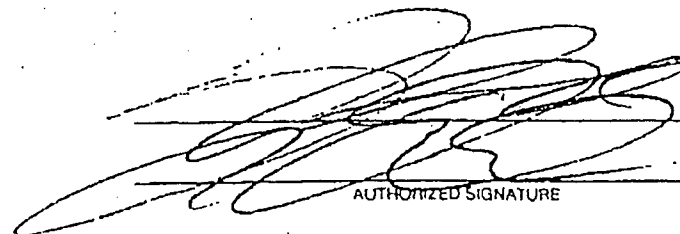
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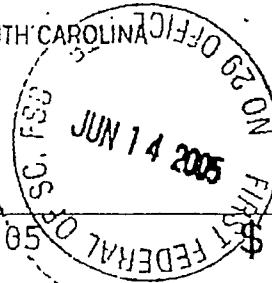
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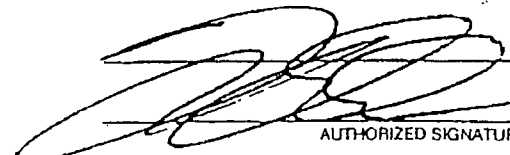
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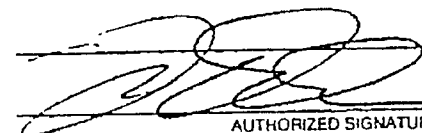
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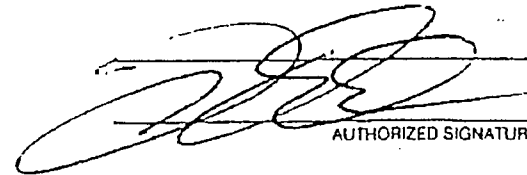
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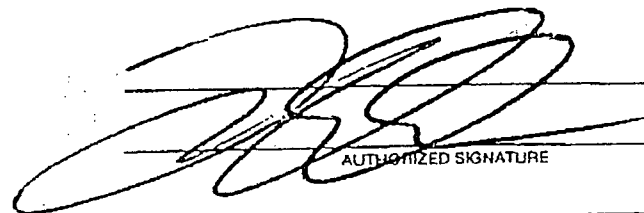
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Seven Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
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Nov 15, 2005

\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

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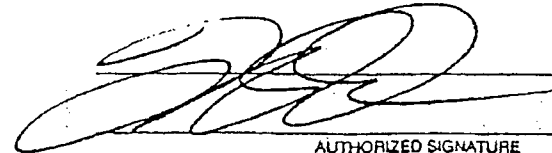
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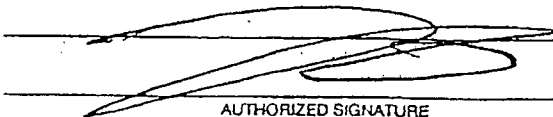
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6017 Dec 15, 2006
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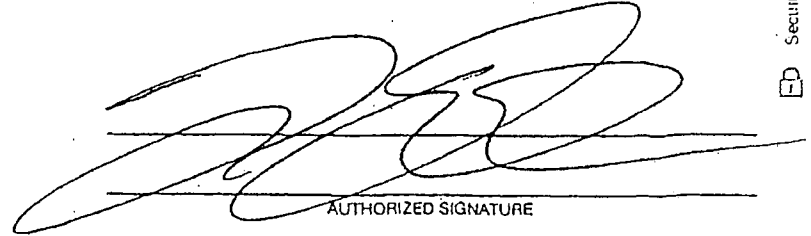
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\$*****\$550.00

ROGER WALKER
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Jul 13, 2006

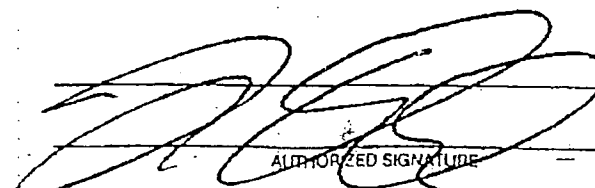
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Five Hundred Fifty and 00/100 Dollars

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5808 May 15, 2006
Five Hundred Fifty and 00/100 Dollars

\$ *****\$550.00

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
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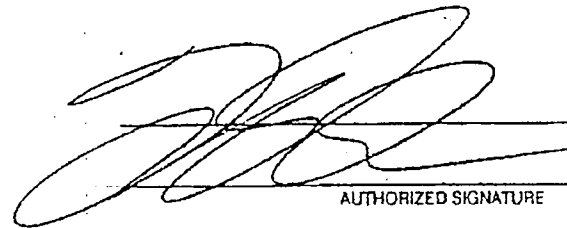
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\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
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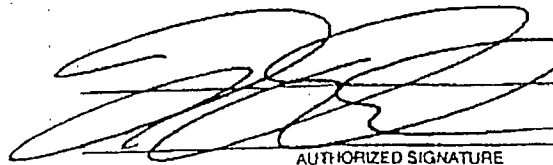
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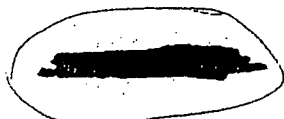
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Seven Hundred Fifty and 00/100 Dollars

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Jan 14, 2008

\$ *****\$550.00

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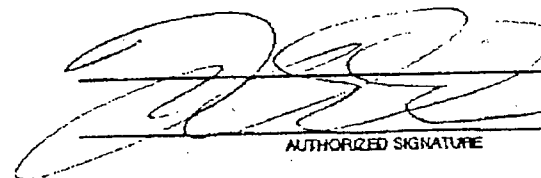
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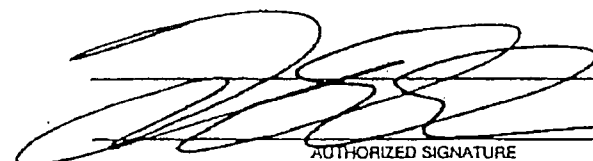
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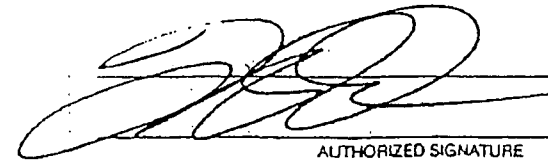
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Bubba,

The September 2006 rent payment was paid by Tim Odum personally due to the fact that I was taking chemotherapy. I reimbursed Tim when I returned to work.

Donald Effler

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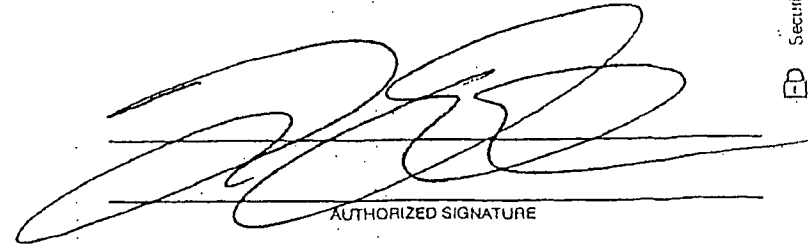
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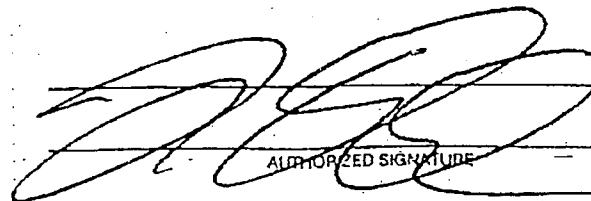
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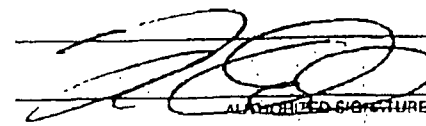
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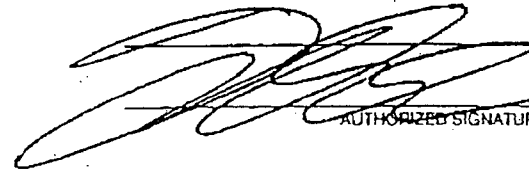
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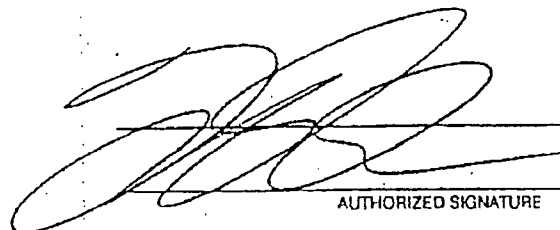
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\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488


AUTHORIZED SIGNATURE

MEMO

⑈0000055000⑈

Security features Details on back.

29

5720

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE
ORDER OF

5720

Feb 10, 2006

\$ *****\$750.00

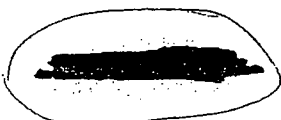
Seven Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

183 COOKS HILL ROAD
WALTERBORO, SC 29488

MEMO



★

A stylized, handwritten signature in black ink.
AUTHORIZED SIGNATURE

⑈0000075000⑈

Security features Details on back.



★ Memo Blacked out

30

5695

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY

TO THE
ORDER OF

5695

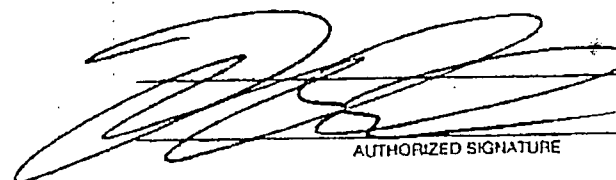
Jan 13, 2006

\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488


AUTHORIZED SIGNATURE

MEMO

61 000000750000

Security features. Details on back.

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

5612

PAY
TO THE
ORDER OF

5612

Nov 15, 2005

\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488



AUTHORIZED SIGNATURE

MEMO

⑈0000075000⑈

5604

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

5604

Oct 12, 2005

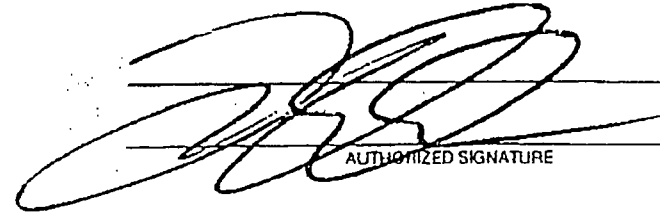
\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488

MEMO


AUTHORIZED SIGNATURE

⑈0000075000⑈

10

AMERICAN BIO-MASS, LLC

Post Office Box 704
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843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

5579

PAY
TO THE
ORDER OF

5579

Sep 15, 2005

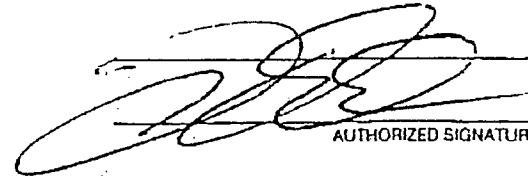
\$ *****\$667.08

Six Hundred Sixty-Seven and 08/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488

MEMO


AUTHORIZED SIGNATURE

5548

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

5548

Aug 15, 2005

\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488



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MEMO

||

12

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

5519

PAY
TO THE
ORDER OF

5519

Jul 15, 2005

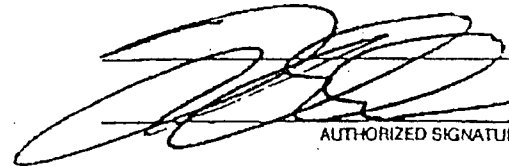
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Five Hundred Fifty and 00/100 Dollars

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488

DOLLARS

MEMO



AUTHORIZED SIGNATURE

⑈0000055000⑈

13

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

5451

PAY

TO THE
ORDER OF

5451

May 13, 2005

\$ *****\$550.00

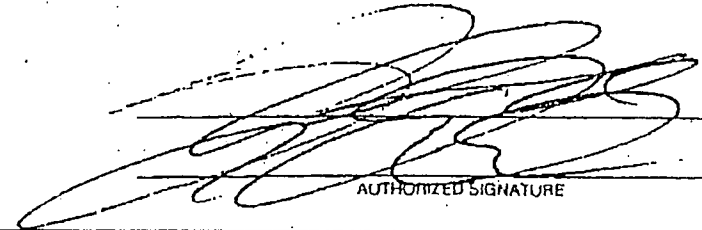
Five Hundred Fifty and 00/100 Dollars

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488

DOLLARS

MEMO

MAY 2005 RENT


AUTHORIZED SIGNATURE

0000055000

15

5409

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE

ORDER OF

5409

Apr 15, 2005

\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

MEMO

AUTHORIZED SIGNATURE

⑈0000055000⑈

5371

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE

ORDER OF

5371

Mar 15, 2005

\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

ROGER WALKER

DOLLARS

183 COOKS HILL ROAD

WALTERBORO, SC 29488

MEMO

AUTHORIZED SIGNATURE

0000055000

5340

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE

ORDER OF

5340

Feb 15, 2005

\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

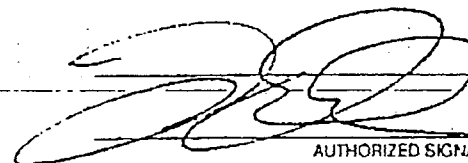
DOLLARS

ROGER WALKER

183 COOKS HILL ROAD

WALTERBORO, SC 29488

MEMO



AUTHORIZED SIGNATURE

⑈0000075000⑈

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-558-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

5303

PAY

TO THE

ORDER OF

5303

Jan 17, 2005

\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

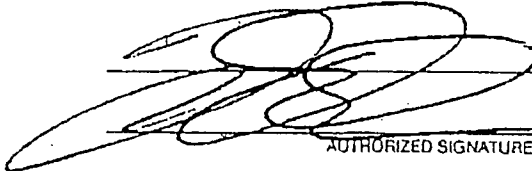
ROGER WALKER

183 COOKS HILL ROAD

WALTERBORO, SC 29488

DOLLARS

MEMO



AUTHORIZED SIGNATURE

000000750000

19

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843.538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

5034

PAY

TO THE

ORDER OF

5034

Jun-15, 2004

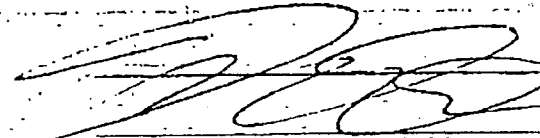
\$ *****\$521.82

Five Hundred Twenty-One and 82/100 Dollars

DOLLARS

ROGER WALKER

MEMO


AUTHORIZED SIGNATURE

Security features. Details on back.

5091

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE
ORDER OF

5091

Jul 15, 2004

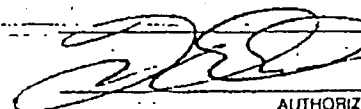
\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

MEMO



AUTHORIZED SIGNATURE

⑈0000055000⑈

Security features. Details on back.

2

5124

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE
ORDER OF

5124

Aug 16, 2004

\$ *****\$550.00

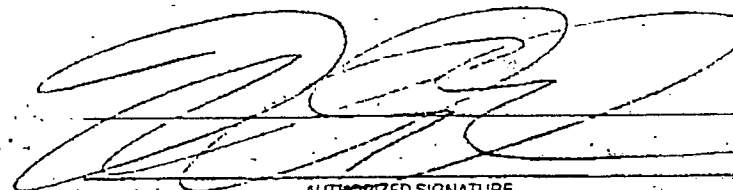
Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

MEMO

AUGUST RENT



AUTHORIZED SIGNATURE

⑈0000055000⑈

Security features. Details on back.

3

5141

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE

5141

Sep 14, 2004

\$ *****\$550.00

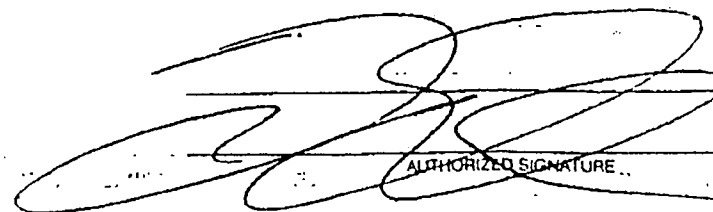
ORDER OF

Five Hundred Fifty and 00/100 Dollars

ROGER WALKER

DOLLARS

MEMO



AUTHORIZED SIGNATURE

⑈0000055000⑈

Security features. Details on back



AMERICAN BIO-MASS, LLC

Post Office Box 704
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843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

5194

67-287/532

PAY

TO THE
ORDER OF

5194

Oct 15, 2004

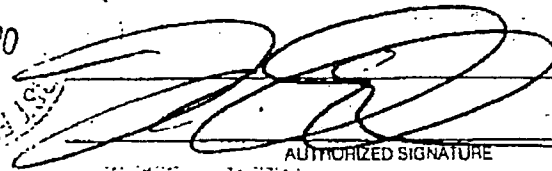
\$ *****\$650.00

Six Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

MEMO


AUTHORIZED SIGNATURE

000000&50007

Cashed at
First Federal of LC

5

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

5235

PAY

TO THE
ORDER OF

5235

Nov 15, 2004

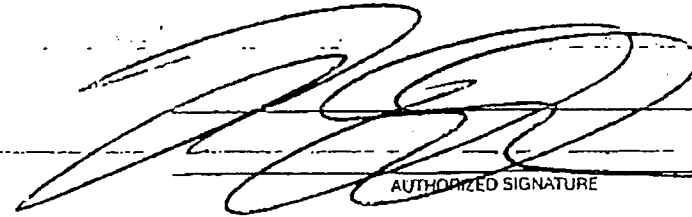
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Seven Hundred Fifty and 00/100 Dollars

ROGER WALKER

DOLLARS

MEMO



AUTHORIZED SIGNATURE

0000075000

Security features. Details on back



5273

AMERICAN BIO-MASS, LLC

ENTERPRISE BANK OF SOUTH CAROLINA

Post Office Box 704
Walterboro, SC 29488
843-538-2601

67-287/532

PAY

TO THE

ORDER OF

5273

Dec 17, 2004

\$*****\$750.00

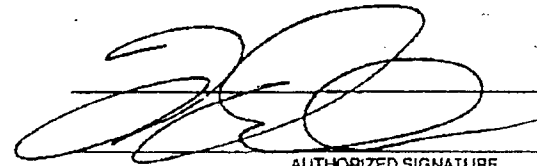
Seven Hundred Fifty and 00/100 Dollars

ROGER WALKER

183 COOKS HILL ROAD

WALTERBORO, SC 29488

DOLLARS



AUTHORIZED SIGNATURE

MEMO

000000750000

1

6069

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6069

Jan 11, 2007

\$ *****\$550.00

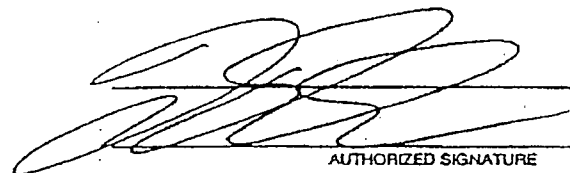
Five Hundred Fifty and 00/100 Dollars

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488

DOLLARS

MEMO

JANUARY 07


AUTHORIZED SIGNATURE

Security features. Details on back.



Signature

454

011507 02 06 010100400 8000040000116

BELLS HWY. OFFICE

4 76 01/15/07

Cashed Check With Fee

Amount

14:11

\$550.00

6098

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6098 Feb 14, 2007
Five Hundred Fifty and 00/100 Dollars

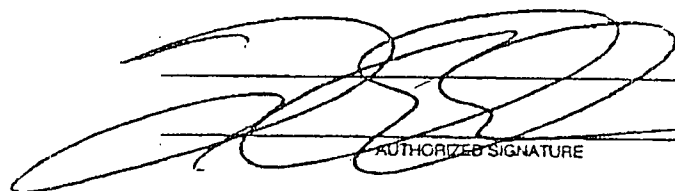
\$ *****\$550.00

ROGER WALKER
PO BOX 1102
WALTERBORO, SC 29488

DOLLARS

MEMO

FEBRUARY RENT


AUTHORIZED SIGNATURE

Security features. Details on back.

6120

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6120
Five Hundred Fifty and 00/100 Dollars

Mar 14, 2007

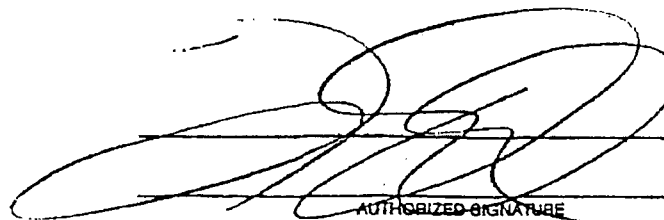
\$ *****\$550.00

ROGER WALKER
PO BOX 1102
WALTERBORO, SC 29488

DOLLARS

MEMO

March


AUTHORIZED SIGNATURE

Security features. Details on back.

8435495275 P.02

ENTERPRISE BANK

157
OCT-21-2008 16:51

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

6151^{MP}

PAY
TO THE
ORDER OF

6151
Five Hundred Fifty and 00/100 Dollars

Apr 13, 2007

\$*****\$550.00

ROGER WALKER
PO BOX 1102
WALTERBORO, SC 29488

DOLLARS

MEMO
APRIL 2007



AUTHORIZED SIGNATURE

FD Security features. Details on back.

35

6166

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6166

May 14, 2007

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

ROGER WALKER

DOLLARS

PO BOX 1102

WALTERBORO, SC 29488



AUTHORIZED SIGNATURE

MEMO

May 2007

Security features. Details on back.



6213

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY

TO THE

ORDER OF

6213
Five Hundred Fifty and 00/100 Dollars

Jun 14, 2007

\$ *****\$550.00

ROGER WALKER

PO BOX 1102

WALTERBORO, SC 29488

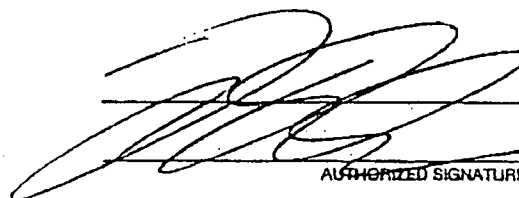
DOLLARS

Security features. Details on back.



MEMO

JUNE 2007


AUTHORIZED SIGNATURE

6246

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6246

Jul 10, 2007

\$ *****\$567.45

Five Hundred Sixty-Seven and 45/100 Dollars

ROGER WALKER

DOLLARS

PO-BOX-1102

WALTERBORO, SC 29488

EP Security features. Details on back.

MEMO

JULY RENT

AUTHORIZED SIGNATURE

6279

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6279

Aug 14, 2007

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

ROGER WALKER

DOLLARS

PO BOX 1102

WALTERBORO, SC 29488

MEMO

AUGUST RENT



AUTHORIZED SIGNATURE

Security features. Details on back.

39

6292

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

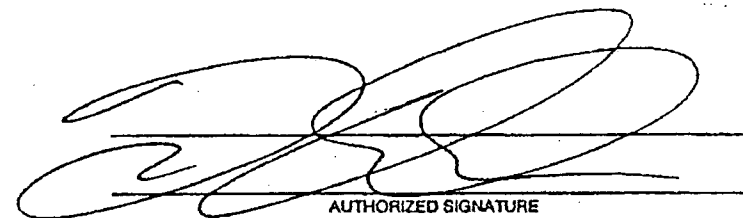
PAY
TO THE
ORDER OF

6292 Sep 14, 2007
Seven Hundred Fifty and 00/100 Dollars

\$ *****\$750.00

ROGER WALKER
PO BOX 1102
WALTERBORO, SC 29488

DOLLARS


AUTHORIZED SIGNATURE

MEMO SEPTEMBER 2007

Security features. Details on back.

40

6341

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

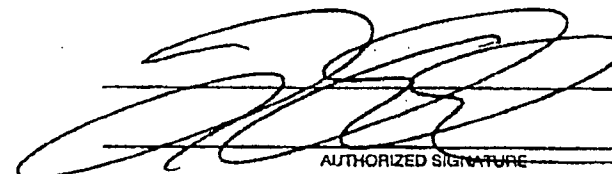
PAY
TO THE
ORDER OF

6341 Oct 17, 2007
Seven Hundred Fifty and 00/100 Dollars

\$*****\$750.00

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

DOLLARS


AUTHORIZED SIGNATURE

MEMO

OCTOBER 2007

Security features. Details on back.



6370

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6370
Five Hundred Fifty and 00/100 Dollars

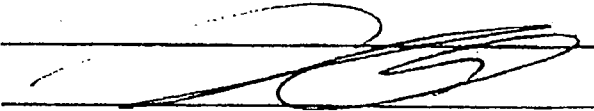
Nov 15, 2007

\$*****\$550.00

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

DOLLARS

MEMO
Duplicate
Rent


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Security features. Details on back.



6398

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6398
Five Hundred Fifty and 00/100 Dollars

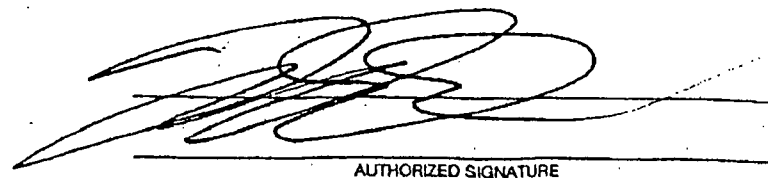
Dec 13, 2007

\$ *****\$550.00

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

DOLLARS

MEMO


AUTHORIZED SIGNATURE

FD Security features. Details on back.

6432

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

12/31/07

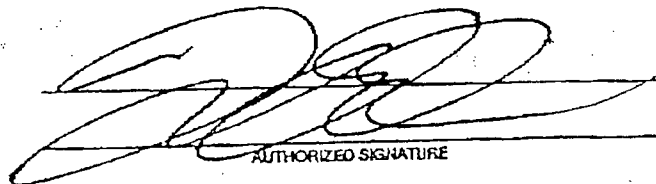
Jan 14, 2008

\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488


AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.

44

6466

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6466

Feb 13, 2008

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

ROGER WALKER

DOLLARS

183 COOKS HILL RD.

WALTERBORO, SC 29488

MEMO

RENT

AUTHORIZED SIGNATURE

Security features. Details on back.

45

6489

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6489

Mar 14, 2008

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

DOLLARS

MEMO


AUTHORIZED SIGNATURE

ED Security features. Details on back.

6519

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1488 WALTERBORO, S.C. 29488

67-287-532

PAY
TO THE
ORDER OF

6519

Apr 15, 2008

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.



47

Rajesh Kumar

EBSC >053202071< 04/16/2000 000001000084

654

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1465 WALTERBORO, S.C. 29488

67-287-532

PAY
TO THE
ORDER OF

6545

May 15, 2008

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.



Handwritten signature

EBSC >053202071< 05/16/2008. 000801000597

BELLS HWY. OFFICE
10505/16/08
Cashed Check
Acct #

7013432

\$550.00

6565

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

PAY
TO THE
ORDER OF

6565

Jun 16, 2008

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.

Ryan Miller

00:0554
T012:15
Cashed Check
Acct # 80/11/20 52
[83314015405773] 08/17/2008 000001000403

6565

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

**Enterprise Bank**

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

PAY
TO THE
ORDER OF

6565

Jun 16, 2008

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

MEMO


AUTHORIZED SIGNATURE

Security features. Details on back



50

Ryan Miller

364888188888 8887/17/2008 888881888493
3 14034765061683
Cashed Check 25 06/17/08
Acct 1
7012.15
4530.00

6596

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

PAY

TO THE

ORDER OF

6596

Jul 14, 2008

\$*****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

183 COOKS HILL RD.

WALTERBORO, SC 29488

MEMO


AUTHORIZED SIGNATURE

Security features. Details on back.



Pay to the Order of
E.W. Bennett Jr. Atty at Law
Hugli Walker
E.W. Bennett Jr., Atty at Law

FOR DEPOSIT ONLY

E.W. Bennett, Jr.
Attorney at Law

ACCT: 2011058

E85C >053202871< 07/31/2008 000201001431

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

6619

PAY

TO THE

ORDER OF

6619

Aug 12, 2008

\$*****\$250.00

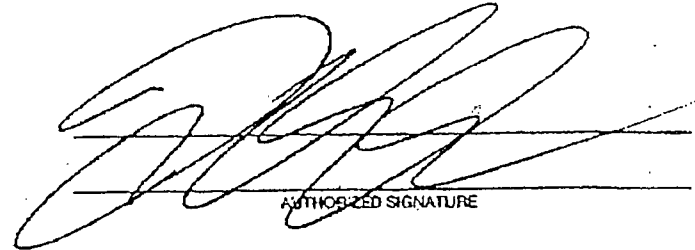
Two Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

183 COOKS HILL RD.

WALTERBORO, SC 29488


AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.

52

Ryan Walker

EECC 9532929710 09/12/2000 000001000500

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1488 WALTERBORO, S.C. 29488

67-287-532

6620

PAY
TO THE
ORDER OF

6620

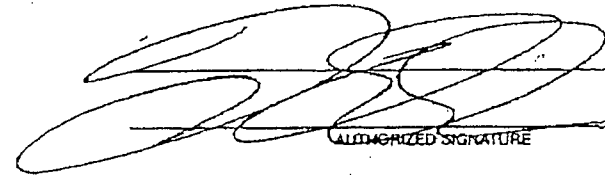
Aug 13, 2008

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488


AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.

53

Roy Walker

*****80000 0000711/00 01282826500 0581

BELLS HWY. OFFICE
54 08/15/03
Cashed Check
Acct #

1011.06
\$750.00

6665

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1403 WALTERBORO, SC 29488

67-287-532

PAY
TO THE
ORDER OF

6665

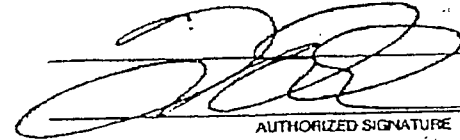
Sep 22, 2008

\$*****\$250.00

Two Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488


AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.

54

EBSC >653202871< 09/22/2008 0002010000 WATERBORD
44 09/22/08
Cashed Check
Acct #

22:0101

42511

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

)
)
)

REAL ESTATE LEASE



THIS LEASE is made and executed on the 7th day of March, 2011, by and between Catherine W. Brooks, of Columbia, South Carolina, her assigns and heirs hereinafter referred to as "Landlord", and American Bio-Mass, LLC, of Walterboro, South Carolina, hereinafter referred to as "Tenant".

SECTION ONE

DEMISE

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial building and lot (the "Premises") located at 36 Clearwater Drive, Walterboro, South Carolina 29488. A sketch of the Premises subject to this Lease is attached as an exhibit. The premises are located on the portion of TM# 195-69.

SECTION TWO

TERM AND HOLDOVER PERIOD

The term of this Lease shall commence as of the 19th day of March 2011, and shall continue through the 19th day of March 2013. Tenant has the right to renew this Lease for an additional three (3) consecutive two (2) year terms. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Rent paragraph. Such Holdover shall constitute a month-to-month extension of this Lease.

SECTION THREE

RENT

Tenant shall pay to Landlord for the demised premises a rent in the amount of Eight Hundred (\$800.00) DOLLARS per month, which rent shall be due and payable on the 15th day of each month.

SECTION FOUR

TAXES

Taxes attributable to the Premises or use of the Premises shall be allocated as follows: Landlord shall pay all real estate taxes and assessments for the Premises, as well as all personal taxes and any other charges which may be attributable to the Tenant's use of the Premise

SECTION FIVE

UTILITIES

Tenant shall pay all cost of utilities, to include electricity, gas, cable and telephone, for the demised premises during the period of the lease.

SECTION SIX

DEFAULT

If Tenant shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on his part to be observed, kept, or performed, and such default shall continue for a period of sixty (60) days after written notice from Landlord setting forth the nature of Tenant's default, then and in any such event, Landlord shall have the right at its option without forthwith to terminate this Lease and all rights of the Tenant there under shall cease, and the Landlord shall have the right immediately to enter the demised premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefore and in all respects to take the actual, full and exclusive possession of the premises and every part thereof as of Landlord's original estate, without incurring any liability to Tenant or to any person occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property therefrom.

SECTION SEVEN

EMINENT DOMAIN

After the entry of any final Order condemning by right of eminent domain or any other authority of law of twenty (20%) percent or more of the leased premises, the Tenant may, at any time within sixty (60) days after the Tenant have actual notice of such Order or taking, cancel this Lease by written notice mailed to the Landlord not less than five (5) nor more than one hundred twenty (120) days before the effective date of such cancellation.

SECTION EIGHT

QUIET ENJOYMENT

Landlord covenants that Tenant, on paying such rents and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said leased premises for the terms aforesaid subject to revisions thereof.

SECTION NINE

MAINTENANCE AND UPKEEP

Tenant hereby accepts the building on the demised property as it exists and agrees that the Tenant shall be responsible for all interior walls, stains, burns, losses, broken glass and any other damage other than normal wear and tear. All such improvements will belong to the Landlord at the conclusion of the lease. Tenant is also responsible for the upkeep of the grounds. The Landlord shall be responsible for all exterior repairs to include the roof, exterior walls, electrical, plumbing, all heating and air conditioning and property taxes.

SECTION TEN

GENERAL PROVISIONS

(a) Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

(b) This lease and all the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of both parties hereto in like manner as if each had been enumerated in every instance in which said parties are mentioned herein.

(c) In the event that the Landlord should decide to sell the Premises, the Tenant shall have right of first refusal at an independently appraised fair market value.

(d) If the said premises shall be destroyed by fire, elements of unavoidable casualty, totally or partially, either party may terminate this lease by notice in writing to the other. The Landlord shall return to the Tenant on demand any rental paid by the Tenant in advance for a period following any such damage to the extent that such premises were untenable. Any cancellation of this lease by the Tenant as above provided shall be without prejudice to any other rights by the Tenant.

(e) Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall indemnify Tenant for any site remediation, to include soil and groundwater contamination for conditions existing prior to April 1, 2004. The Landlord, by way of signature to this Lease, gives consent to the Tenant to conduct any construction or remodeling that may be required to use the Premises for the Tenant's own purpose. Walls, doors, berms inside or outside the facility, ramps, roofs, fences, steel bins and structures constructed, modified or removed by the Tenant will not be required to be restored to original condition at the termination of the Lease or any renewal period.

(f) This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the amendment is executed by both Landlord and Tenant.

(g) If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would be come valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

(h) The failure of either party to enforce any provision of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Lease.

(i) Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Catherine W. Brooks
505 Johnson Avenue
Columbia, SC 29203

TENANT:

American Bio-Mass, LLC.
36 Clearwater Drive
Walterboro, SC 29488

Such addresses may be changed from time to time by either party by providing notice as set forth above.

(j) This Lease shall be construed in accordance with the laws of the state of South Carolina.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7th day of March 2011.

Signed, sealed and delivered
in the Presence of:

Donald E. Goldum
Sherry Lee Fisk
As to Tenant

AMERICAN BIO-MASS, LLC

Tim Odum, Chief Executive Officer

Signed, sealed and delivered
In the presence of:

As to Landlord

Catherine W. Brooks - Landlord

American Bio-Mass, LLC
General Ledger
For the Period From Oct 1, 2008 to May 31, 2011

Filter Criteria includes: 1) IDs from 6390 to 6390. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Descript	Date	Reference	Jrnl	Trans-Description	Debit Amt	Credit Amt	Balance
6390	10/1/08			Beginning Balance			8,200.00
Rent	10/15/08	6686	CDJ	CATHERINE W. BROOKS - RENT FOR OCTOBER 2008	750.00		
				Current Period Change	750.00		750.00
	11/1/08			Beginning Balance			8,950.00
	11/15/08	NOV 2008	PJ	CATHERINE W. BROOKS - NOVEMBER 2008	750.00		
				Current Period Change	750.00		750.00
	12/1/08			Beginning Balance			9,700.00
	12/10/08	6738	CDJ	CATHERINE W. BROOKS - RENT CHECK FOR DECEMBER 2008	750.00		
				Current Period Change	750.00		750.00
	12/31/08			Fiscal Year End Balance			10,450.00
	1/1/09			Beginning Balance			
	1/14/09	6772	CDJ	CATHERINE W. BROOKS - RENT CHECK FOR JANUARY 2009	750.00		
				Current Period Change	750.00		750.00
	2/1/09			Beginning Balance			750.00
	2/12/09	6800	CDJ	CATHERINE W. BROOKS - FEBRUARY 2009 PAYMENT	750.00		
				Current Period Change	750.00		750.00
	3/1/09			Beginning Balance			1,500.00
	3/11/09	6822	CDJ	CATHERINE W. BROOKS - RENT CHECK MARCH 2009	750.00		
				Current Period Change	750.00		750.00
	4/1/09			Beginning Balance			2,250.00
	4/13/09	6859	CDJ	CATHERINE W. BROOKS - RENTAL FOR MAY 2009	750.00		
				Current Period Change	750.00		750.00
	5/1/09			Beginning Balance			3,000.00
	5/13/09	5-13-09	PJ	CATHERINE W. BROOKS - RENT FOR JUNE 2009	750.00		
				Current Period Change	750.00		750.00
	6/1/09			Beginning Balance			3,750.00
	6/10/09	6915	CDJ	CATHERINE W. BROOKS - RENT FOR JULY 2009	750.00		
				Current Period Change	750.00		750.00
	7/1/09			Beginning Balance			4,500.00
	7/8/09	6950	CDJ	CATHERINE W. BROOKS - RENT FOR JULY 2009	750.00		
				Current Period Change	750.00		750.00
	8/1/09			Beginning Balance			5,250.00
	8/12/09	6983	CDJ	CATHERINE W. BROOKS - RENT- AUGUST	750.00		
				Current Period Change	750.00		750.00
	9/1/09			Beginning Balance			6,000.00
	9/2/09	7006	CDJ	CATHERINE W. BROOKS - RENT- SEPTEMBER	750.00		
				Current Period Change	750.00		750.00
	10/1/09			Beginning Balance			6,750.00
	10/8/09	7065	CDJ	CATHERINE W. BROOKS - RENT- OCTOBER	750.00		
				Current Period Change	750.00		750.00
	11/1/09			Beginning Balance			7,500.00
	11/10/09	7083	CDJ	CATHERINE W. BROOKS - RENT	750.00		
				Current Period Change	750.00		750.00

6884 →



American Bio-Mass, LLC
General Ledger
For the Period From Oct 1, 2008 to May 31, 2011

Filter Criteria includes: 1) IDs from 6390 to 6390. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Descript	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	12/1/09			Beginning Balance			8,250.00
	12/11/09	7132	CDJ	CATHERINE W. BROOKS - DECEMBER 2009 RENT	750.00		
				Current Period Change	750.00		750.00
	12/31/09			Fiscal Year End Balance			9,000.00
	1/1/10			Beginning Balance			
	1/14/10	7171	CDJ	CATHERINE W. BROOKS - MONTHLY RENT	750.00		
				Current Period Change	750.00		750.00
	2/1/10			Beginning Balance			750.00
	2/15/10	7198	CDJ	CATHERINE W. BROOKS - RENT	750.00		
				Current Period Change	750.00		750.00
	3/1/10			Beginning Balance			1,500.00
	3/10/10	7230	CDJ	CATHERINE W. BROOKS - RENTAL	750.00		
				Current Period Change	750.00		750.00
	4/1/10			Beginning Balance			2,250.00
	4/9/10	7265	CDJ	CATHERINE W. BROOKS - RENT FOR APRIL 2010	750.00		
				Current Period Change	750.00		750.00
	5/1/10			Beginning Balance			3,000.00
	5/12/10	7313	CDJ	CATHERINE W. BROOKS - RENT FOR MAY 2010	750.00		
				Current Period Change	750.00		750.00
	6/1/10			Beginning Balance			3,750.00
	6/14/10	7340	CDJ	CATHERINE W. BROOKS - RENT FOR June	750.00		
				Current Period Change	750.00		750.00
	7/1/10			Beginning Balance			4,500.00
	7/19/10	7376	CDJ	CATHERINE W. BROOKS - RENT FOR July 2010	750.00		
				Current Period Change	750.00		750.00
	8/1/10			Beginning Balance			5,250.00
	8/1/10	7387	CDJ	CATHERINE W. BROOKS - RENT FOR AUGUST 2010	750.00		
	8/1/10	7387V	CDJ	CATHERINE W. BROOKS - RENT FOR AUGUST 2010		750.00	
	8/1/10	7388	CDJ	CATHERINE W. BROOKS - RENT FOR AUGUST 2010	750.00		
				Current Period Change	1,500.00	750.00	750.00
	9/1/10			Beginning Balance			6,000.00
	9/1/10	7424	CDJ	CATHERINE W. BROOKS - September RENT 2010	750.00		
				Current Period Change	750.00		750.00
	10/1/10			Beginning Balance			6,750.00
	10/1/10	7459	CDJ	CATHERINE W. BROOKS - RENT FOR October 2010	750.00		
				Current Period Change	750.00		750.00
	11/1/10			Beginning Balance			7,500.00
	11/1/10	7489	CDJ	CATHERINE W. BROOKS - RENT FOR November 2010	750.00		
				Current Period Change	750.00		750.00
	12/1/10			Beginning Balance			8,250.00
	12/1/10	7519	CDJ	CATHERINE W. BROOKS - DECEMBER RENT	750.00		
				Current Period Change	750.00		750.00
	12/31/10			Fiscal Year End Balance			9,000.00

American Bio-Mass, LLC
General Ledger

For the Period From Oct 1, 2008 to May 31, 2011

Filter Criteria includes: 1) IDs from 6390 to 6390. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Descript	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	1/1/11			Beginning Balance			
	1/14/11	7571	CDJ	CATHERINE W. BROOKS - RENT FOR JANUARY 2011	750.00		
				Current Period Change	750.00		750.00
	2/1/11			Beginning Balance			750.00
	2/1/11	7580	CDJ	CATHERINE W. BROOKS - RENT FOR FEBRUARY	750.00		
				Current Period Change	750.00		750.00
	3/1/11			Beginning Balance			1,500.00
	3/1/11	7606	CDJ	CATHERINE W. BROOKS - RENT FOR MARCH 2011	750.00		
	3/1/11	7606V	CDJ	CATHERINE W. BROOKS - RENT FOR MARCH 2011		750.00	
	3/1/11	7613	CDJ	CATHERINE W. BROOKS - RENT FOR MARCH 2011	800.00		
				Current Period Change	1,550.00	750.00	800.00
	4/1/11			Beginning Balance			2,300.00
	4/7/11	7641	CDJ	CATHERINE W. BROOKS - RENT FOR APRIL 2011	800.00		
				Current Period Change	800.00		800.00
	5/1/11			Beginning Balance			3,100.00
	5/10/11	7684	CDJ	CATHERINE W. BROOKS - RENT FOR MAY 2011	850.00		
				Current Period Change	850.00		850.00
	5/31/11			Ending Balance			3,950.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488
67-287-532

Check Fraud
Protection for Business

HE
ORDER OF

7684

May 10, 2011

\$*****\$850.00

Eight Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

AUTHORIZED SIGNATURE

MEMO

AMERICAN BIO-MASS, LLC

RENT FOR MAY 2011

7684
850.00

RA7104 MAY 12, 2011 ALL CURR USD 1 OF 1
SVC 1DA LTR OCT 11
TRACKING#
REF 1:
REF 2:

HANDLING CHARGE 0.00
SINGLE-PIECE PUB RATE CHRG:
DV 0.00 COD 0.00 SVC 22.48 USD
DC 0.00 DGD 0.00 RS 0.00
AH 0.00 PR 0.00 SD 0.00
TOT PUB CHG 22.48 PUB+HANDLING 22.48

AMERICAN BIO-MASS, LLC

7684

5/10/11

7684

CATHERINE W. BROOKS

\$8492.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



AMERICAN BANK
OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488
67-287-532

Check Fraud
Protection for Business

PAY TO THE ORDER OF 7641 Apr 7, 2011

\$ *****\$800.00

Eight Hundred and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO RENT FOR APRIL 2011

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR APRIL 2011

7641
800.00

AMERICAN BIO-MASS, LLC

7641

4/7/11

7641

CATHERINE W. BROOKS

\$800.00
493

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA

P.O. BOX 1485 WALTERBORO, S.C. 29488
67-287-532

Check Fraud
Protection for business

PAY
TO THE
ORDER OF

7613

Mar 1, 2011

\$ *****\$800.00

Eight Hundred and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR MARCH 2011

7613
800.00

AMERICAN BIO-MASS, LLC

7613

3/1/11

7613

CATHERINE W. BROOKS

\$800.00
494

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



RECEIVED
OF SOUTH CAROLINA
P.O. BOX 1455 WALTERBORO, S.C. 29488
67-287-532

Check Front
Protection for Business

PAY TO THE ORDER OF 7580 Feb 1, 2011 \$*****\$750.00
Seven Hundred Fifty and 00/100 Dollars DOLLARS
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

AUTHORIZED SIGNATURE

MEMO

AMERICAN BIO-MASS, LLC

RENT FOR FEBRUARY

7580
750.00

AMERICAN BIO-MASS, LLC

7580

[Handwritten signature]

2/1/11

7580

CATHERINE W. BROOKS

\$750.00
495

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488
67-287-532

Check Fraud
Protection for Business

PAY
TO

7571

Jan 14, 2011

\$ *****\$750.00

ORDER OF

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

AMERICAN BIO-MASS, LLC

RENT FOR JANUARY 2011

7571
750.00

AMERICAN BIO-MASS, LLC

7571

1/14/11

7571

CATHERINE W. BROOKS

\$754.96

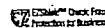
AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488
67-287-532



7519

HE 7519 Nov 22, 2010 \$ *****\$750.00
ORDER OF Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203 DOLLARS

Security features. Details on back.

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

DECEMBER RENT

7519
750.00

AMERICAN BIO-MASS, LLC

7519

11/22/10

7519

CATHERINE W. BROOKS

\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank
OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

TO THE
ORDER OF

7489 Oct 22, 2010
Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

\$*****\$750.00

DOLLARS.

AUTHORIZED SIGNATURE

MEMO

AMERICAN BIO-MASS, LLC

RENT FOR November 2010

7489
750.00

AMERICAN BIO-MASS, LLC

748

10/22/10

7489

CATHERINE W. BROOKS

Deluxe For Business 1-800-225-6380 or www.nebs.com

PRINTED IN U.S.A.

\$750.00
498

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

TO THE ORDER OF 7459 Sep 28, 2010 \$*****\$750.00
Seven Hundred Fifty and 00/100 Dollars DOLLARS
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

AUTHORIZED SIGNATURE

MEMO

AMERICAN BIO-MASS, LLC

RENT FOR October 2010

7459
750.00

AMERICAN BIO-MASS, LLC

7459

9/28/10

7459

CATHERINE W. BROOKS

PRINTED IN U.S.A.

\$750.00
~~499~~

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

7424 Aug 30, 2010 \$*****\$750.00
ORDER OF Seven Hundred Fifty and 00/100 Dollars DOLLARS
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

September RENT 2010

7424
750.00

AMERICAN BIO-MASS, LLC

7424

8/30/10

7424

CATHERINE W. BROOKS

\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29406

67/287-532

PAY TO THE ORDER OF 7388 Aug 1, 2010 \$ *****\$750.00
SEVEN HUNDRED FIFTY and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203 DOLLARS

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR AUGUST 2010

738:

750.00

AMERICAN BIO-MASS, LLC

738E

8/1/10

7388

CATHERINE W. BROOKS

\$ ~~501~~ 00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank
OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29408

67-287-532

PAY
TO THE
ORDER OF

7376

Jul 19, 2010

\$*****\$750.00

Seven hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR July 2010

7376

750.00

RA7104 JUL 19, 2010 ALL CURR USD i OF 1
SVC 1DA LTR OCT 11T
TRACKING#
REF 1:
REF 2:

HANDLING CHARGE 0.00		SVC 20.13 USD
SINGLE-PIECE PUB RATE	CHRG:	
DV 0.00	COD 0.00	RS 0.00
DC 0.00	DGD 0.00	SD 0.00
AH 0.00	PR 0.00	SP 0.00
TOT PUB CHG 20.13	PUB+HANDLING	20.13

AMERICAN BIO-MASS, LLC

7376

7/19/10

7376

CATHERINE W. BROOKS

\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1480 WALTERBORO, SC 29488

67-287-532

PAY TO THE ORDER OF 7340 Jun 3, 2010 \$ 750.00
Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203
MEMO AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR June

7340
750.00

AMERICAN BIO-MASS, LLC

7340

6/3/10 7340

CATHERINE W. BROOKS

\$ 503.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

PAY

TO THE

ORDER OF

7313

May 12, 2010

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS

505 JOHNSON AVENUE

COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR MAY 2010

7313

750.00

AMERICAN BIO-MASS, LLC

[Handwritten signature]
6390

7313

5/12/10

7313

CATHERINE W. BROOKS

\$504.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Waterford, SC 29488
(843) 538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1465 WATKINSVILLE, SC 29406

67-287-532

PAY

THE
ORDER OF

7265

Apr 9, 2010

\$ 750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS

505 JOHNSON AVENUE

COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR APRIL 2010

7265
750.00

AMERICAN BIO-MASS, LLC

7265

4/9/10

7265

CATHERINE W. BROOKS

\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1480 WALTERBORO, SC 29488

67-287-532

PAY

THE
ORDER OF

7230

Mar 10, 2010

\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENTAL

7230
750.00

ENTERED MAR 11 2010

AMERICAN BIO-MASS, LLC

7230

3/10/10

7230

CATHERINE W. BROOKS

\$750.00
506

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29408

67-287-532

PAY

7198

Feb 15, 2010

\$ *****\$750.00

FOR Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT

7198

750.00

AMERICAN BIO-MASS, LLC

1 OF 1

ALL CURR USD

FEB 15, 2010
ACT UT

RA7104
SVC IDA
TRACKING#
REF 1:
REF 2:

HANDLING CHARGE 0.00	SVC 19.49 USD
SINGLE-PIECE PUB RATE CHRG:	RS 0.00
DV 0.00	SD 0.00
DC 0.00	SP 0.00
AH 0.00	PUB+HANDLING 19.49
TOT PUB CHG 19.49	

7198

2/15/10

7198

CATHERINE W. BROOKS

\$750.00

507

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

PAY

TO THE

ORDER OF

7171

JAN 14, 2010

\$ *****\$750.00

Seven Hundred Fifty and 00/100 Dollars

CATHERINE W. BROOKS

505 JOHNSON AVENUE

COLUMBIA, SC 29203

DOLLARS

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

MONTHLY RENT

7171
750.00

RA7104 JAN 14, 2010 ALL CURR USD 1 OF 1
SERVICE 1DA ACT WT LTR
TRACKINGH
REF 1:
REF 2:
HANDLING CHARGE 0.00 SVC 18.29 USD
SINGLE-PIECE PUB RATE CHRG: RS 0.00
DV 0.00 COD 0.00 SD 0.00
DC 0.00 DGD 0.00 SP 0.00
AH 0.00 PR 0.00
TOT PUB CHG 18.29 PUB+HANDLING 18.29

AMERICAN BIO-MASS, LLC

7171

1/14/10

7171

CATHERINE W. BROOKS

\$750.00
508

ODJCT DLT104

USE WITH 91563 ENVELOPE

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713

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843-538-2601



Enterprise Bank

OF SOUTH CAROLINA

P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

BY
THE
ORDER OF

7132

Dec 11, 2009

\$ ****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

DECEMBER 2009 RENT

7132
7132

AMERICAN BIO-MASS, LLC

7132

12/11/09

7132

CATHERINE W. BROOKS

509
\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
(843) 538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

HE
ORDER OF

7084

Nov 10, 2009

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT

7083

750.00

AMERICAN BIO-MASS, LLC

7083

11/10/09

7084

CATHERINE W. BROOKS

\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67/287-532

DATE: 10/8/2009
7065
ORDER OF: Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
595 JOHNSON AVENUE
COLUMBIA, SC 29203
\$ *****\$750.00
DOLLARS

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT- OCTOBER

706:
750.00

AMERICAN BIO-MASS, LLC

[Handwritten signature]
6390

706!

10/8/09

7065

CATHERINE W. BROOKS

511
\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1465 WALTERBORO, SC 29488

67-287-532

THE
ORDER OF

7006

Sep 27 2009

\$ 750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT- SEPTEMBER

7006

750.00

AMERICAN BIO-MASS, LLC

7006

[Handwritten signature]
6390

9/2/09

7006

CATHERINE W. BROOKS

\$750.200

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

030

THE
ORDER OF

6983
Seven Hundred Fifty and 00/100 Dollars

Jul 1, 2009

\$ 750.00

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

DOLLARS

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT- AUGUST

6983

750.00

AMERICAN BIO-MASS, LLC

6983

ENTERED AUG 13 2009

7/1/09

6983

CATHERINE W. BROOKS

513
\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

PAY

TO THE

ORDER OF

6950

Jul 8, 2009

\$ ***** \$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR JULY 2009

6950

750.00

AMERICAN BIO-MASS, LLC

6950

7/8/09

6950

CATHERINE W. BROOKS

514
\$750.00

PRODUCT DL104

USE WITH 9379 ENVELOPE

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Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

031

6915 Jun 10, 2009 \$750.00
ORDER OF Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203
DOLLARS

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR JULY 2009

6915
750.00

AMERICAN BIO-MASS, LLC

6915

6/10/09

6915

CATHERINE W. BROOKS

515
\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1465 WALTERBORO, S.C. 29488

67-287-532

000

THE ORDER OF 6884 May 13, 2009 \$750.00
Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203
DOLLARS

MEMO Duplicate
RENT FOR JUNE

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

5-13-09

5/13/09

750.00

6884

750.00

AMERICAN BIO-MASS, LLC

6884

5/13/09

6884

CATHERINE W. BROOKS

516

\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank
OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

PAY

THE
ORDER OF

6859

APR 13, 2009

\$ 750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENTAL FOR MAY 2009

6859
750.00

AMERICAN BIO-MASS, LLC

6859

4/13/09

6859

CATHERINE W. BROOKS

\$751.70

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank
OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

PAY TO THE ORDER OF 6822 Mar 11, 2009 \$ 750.00
Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO RENT CHECK MARCH 2009

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT CHECK MARCH 2009

6822
750.00

AMERICAN BIO-MASS, LLC

6822

3/11/09.
mailed

3/11/09

6822

CATHERINE W. BROOKS

\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843.538.2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67.287.532

PAY TO THE ORDER OF 6800 Feb 11, 2009 \$ 750.00
Seven Hundred Fifty and 00/100 Dollars
CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

FEBRUARY 2009 PAYMENT

6800
750.00

AMERICAN BIO-MASS, LLC

6800

2/11/09

6800

CATHERINE W. BROOKS

519
\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Interprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29488

67-287-532

THE
ORDER OF

6772

Jan 14, 2009

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT CHECK FOR JANUARY 2009

6772

750.00

RAT104
SERVICE GNDRES JAN 14, 2009 ALL CURR USD
TRACKING# OCT WT 0.5 LBS
REF 1:
REF 2:
HANDLING CHARGE 0.00
SINGLE-PIECE PUB RATE CHRG:
DV 0.00 COD 0.00
DC 0.00 DG 0.00
AH 0.00 PR 0.00
TOT PUB CHG 6.57
SVC 6.57 USD
RS 0.00
SD 0.00
SP 0.00
PUB+HANDLING 6.57

1 OF 1

AMERICAN BIO-MASS, LLC

6772

1/14/09

6772

CATHERINE W. BROOKS

\$520.00

PRODUCT DLT104

USE WITH 9379 ENVELOPE

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Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

PAY

THE
ORDER OF

6738

Dec 10, 2008

\$ ***** \$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT CHECK FOR DECEMBER 2008

6738
750.00

[Handwritten signature]
6390

AMERICAN BIO-MASS, LLC

6738

12/10/08

6738

CATHERINE W. BROOKS

521
\$750.00

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843 538 2601



Enterprise Bank
OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

PAY
TO THE
ORDER OF

6711

Oct 31, 2008

\$ ***** \$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENTAL FOR NOVEMBER 2008

6710
750.00

AMERICAN BIO-MASS, LLC

6710

RA7104 NOV 5, 2008 ALL CURR USD 1 OF 1
SERVICE GNDRES ACT WT 1.0 LBS
TRACKING#
REF 1:
REF 2:

HANDLING CHARGE 0.00
SINGLE-PIECE PUB RATE CHRG: SVC 6.65 USD
DV 0.00 COD 0.00 RS 0.00
DC 2.50 DG 0.00 SD 0.00
AM 0.00 PR 0.00 SP 0.00
TOT PUB CHG 9.16 PUB+HANDLING 9.16

10/31/08

6711

CATHERINE W. BROOKS

\$522.00

668

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, S.C. 29408

67-287-532

6686

Oct 15, 2008

\$*****\$750.00

Y
THE
ORDER OF

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

AUTHORIZED SIGNATURE

AMERICAN BIO-MASS, LLC

RENT FOR OCTOBER 2008

6686

750.00

AMERICAN BIO-MASS, LLC

6686

RA7104 OCT 15, 2008 ALL CURR USD 1 OF 1
SERVICE 1DP ACT WT LTR
TRACKING# 1
REF 1:
REF 2:

HANDLING CHARGE 0.00
SINGLE-PIECE PUB RATE CHRGS:
DV 0.00 COD 0.00 RS 0.00
DC 0.00 DG 0.00 SD 0.00
AH 0.00 PR 0.00 SP 0.00
TOT PUB CHG 17.91 PUB+HANDLING 17.91

10/15/08

6686

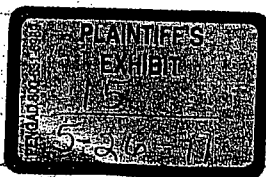
CATHERINE W. BROOKS

523
\$750.00

Kenneth Starting at \$60,000
 Kenneth gave me By CWB.

BAL

year	Amt.		
2003	4,200		55,800
2004	9,000		46,800
2005 ~~Feb~~	4,500	Thru April Richard Wood	42,300
2005 ~~Feb~~	3,000	thru april Sand	39,300
2005 ~~May~~	750	thru May	38,550
2005 June	750	thru June	37,800
2005 July	750		37,050
Aug	750		36,300
Sept 2006	656		35,644
Oct 2006	400	what	35,244
Nov 7 2006	600.00		34,644
3-09-07	444.00	KW Paid Cash 200 check 8244	34,200
4-6-07	CWB.	CWB.	CWB 3-9-07
4-13-07	1000.00 CWB		33,200
4-29-07	600.00 CWB.		32,600 4-13-07
4-27-07	400.00 CWB.		32,200
9-15-07	850.00 CWB.		31,350
3-28-08	600.00 CWB		30,750
5-22-08	600.00 CWB		30,150
6-26-08	500.00 CWB.		29,650
7-3-08	850.00 CWB	RW deposited	28,800
	1400.00 CWB		27,400





7-8-08

Ken-

This is a copy of my
Ledger Sheets (2) showing
what Catherine paid me.

She started paying me
7-4-2000

Beginning Balance \$ 9,270.10

Interest Paid \$ 2,330.

Total She Paid \$ 11,600.00

I got the last check from
her 2-20-04 I also have
some deeds, mortgages and
plats in my files. I'll bring
these next time I come to
see you.

Hope you're feeling better.

Love you,

Ken

505 Johnson Ave, Celina, SC 29206

Prepared by
Reviewed by

~~526~~

Prepared By	DATE
Approved By	

WILLIAM JONES

CPSCC (Account/Title)

		1	2	3	4	5	6
2003		Total	Other	Late	Pymt	Pymt	Balance
Begin 2003		Payments	Charges	Charges	ON	ON	
10%					Interest	Pr. nc. pay	
Brought Forward							4448.79
1 2	CK# 7900	32	200-		39-	161-	4287.79
2 5	# 7916	34	200-		39.94	160.06	4127.73
2 6	# 7925	15	200-		16.96	183.04	3944.69
3 18	# 7938	26	200-		28.10	171.90	3772.79
22	# 7941	4	200-		4.13	195.87	3576.92
4 9	# 7947	18	200-		17.64	182.36	3394.56
5 6	# 7962	27	200-		25.11	174.89	3219.67
6 4	# 7981	29	200-		25.58	174.42	3045.25
20	# 7989	16	200-		13.35	186.65	2858.60
7 22	# 8011	32	200-		25.06	174.94	2683.66
9 4	# 8042	44	200-		32.35	167.65	2516.01
10 7	# 8060	33	200-		22.75	177.25	2338.76
11 7	# 5000	31	200-		19.86	180.14	2158.62
12 3	# 5022 Return	24	200-	Merry Christmas	15.38	184.62	1974-
15	# 5026	12	400-		6.49	393.51	1580.49
			3200.00		331.70	2186.830	
2004			160.00		2310.39		
1 12	CK# 5036	28	400.00		12.12	387.88	1192.61
1 19	CK# 5041	7	400.00		2.29	397.71	794.90
2 13	# 5056	25	400-		5.44	394.56	400.34
2 20	CK# 5062		400.00			4.00	-0-
			160.00		19.85		
			160.00		2330.24		

Paul in full
2-20-04

2-24-04

Cat -

This is a copy of the mortgage and the Satisfaction. I'll take it to the Court House in Watubano and get it recorded for you. They will probably send it to Ken after it is recorded.

Thank you for paying this.

Louye-
Jane



STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

ASSIGNMENT OF MORTGAGE

Mortgage recorded Book 458 Page 277
on July 18, 1991

FOR VALUABLE CONSIDERATION duly paid, the receipt of which is hereby acknowledged, I, PATSY WALKER, hereby assign, transfer and set over unto JANE W. BALLAGH, her heirs and assigns, the attached mortgage from KENNETH WALKER to PATSY WALKER in the principal amount of TEN THOUSAND DOLLARS (\$10,000.00), dated July 17, 1991, on the following described property:

ALL that piece, parcel or tract of land, situate, lying and being approximately 3 miles South of the Town of Walterboro, County of Colleton, State of South Carolina, containing Nine and five-tenths (9.5) acres, more or less, and being designated as Parcel 107 on Tax Map 195, records of the Colleton County Assessor. Said 9.5 acre tract is bounded as follows: North by lands of Starr Bennett; East by lands of Kenneth Walker; South by S. C. Road 50150377; and West by S. C. Highway 303.

This being the same property conveyed to Kenneth Walker by the Deed of Colleton County, South Carolina, dated and recorded August 24, 1987, in Deed Book 389, at Page 243, in the RMC Office for Colleton County, South Carolina.

WITNESS my hand and seal this 27th day of JUNE, 1998.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF :

② V. M. Will
Witness

① Patsy Walker
Patsy Walker, Mortgagor

Jane W. Ballagh
Witness

My Commission Expires
December 29, 2004

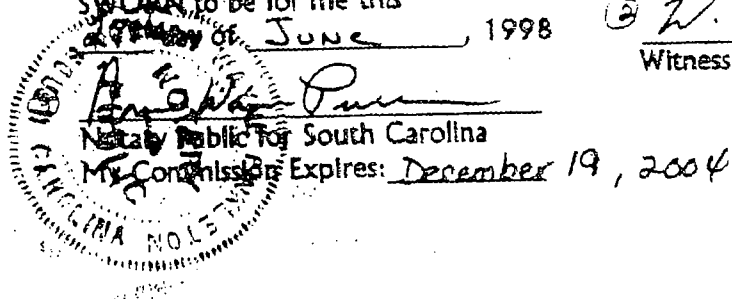
STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PROBATE

PERSONALLY appeared before me W. M. Williams and made oath that he/she saw the within-in named Patsy Walker sign, seal and as a act and deed, deliver the within-written Assignment of Mortgage for the uses and purposes therein mentioned and that he/she with (3) New Wayne Island witnessed the execution thereof.

SWORN to be for me this
day of June, 1998

W. M. Williams
Witness



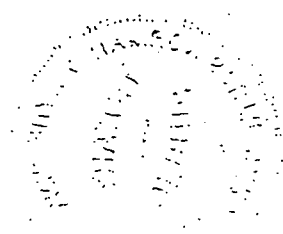
Assignee's Address: 8254 Longridge Rd.
N. Charleston, SC 29418

Assignor's Address: 1490 Walker-White Rd.
Johns Island, SC 29455

The debt secured by the within mortgage has been paid and satisfied in full, and the written mortgage is hereby cancelled and the lien discharged. This 23rd day of February 2004.

Sandra L. White
Witness

Sam W B



To Whom It May Concern, As of this date (July 16, 2004) I Kenneth Walker would like for all the money from Larry Herndon to be paid to Catherine W. Brooks until she is paid sixty thousand dollars. At that time she is to release to Kenneth Walker all the property off Cooks Hill Road at Walterboro, S.C. Any money Kenneth pays Catherine W. Brooks will be toward the sixty thousand dollars.



STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

IN THE NAME OF GOD, AMEN:

Last Will and Testament

I, KENNETH R. WALKER, a single man, of Route 1, Walterboro, Colleton County, South Carolina, being of sound and disposing mind and memory, and desiring to make such disposition of my worldly estate as I deem best, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking any and all former Wills and Codicils by me made.

ITEM I: I direct that all my just debts and funeral expenses be paid out of my estate as soon after my decease as conveniently may be and to that end charge my whole estate, real and personal, with the same;

ITEM II: I hereby give, devise and bequeath to my beloved children, JIMMY RAY WALKER, ROGER WENDELL WALKER and WILSON WHITNEY WALKER, also known as WILL WALKER, share and share alike, upon the condition of survival of me, all property of which I may die seized and possessed, both real and personal, of whatever kind and wherever situate, in fee simple, absolutely and forever;

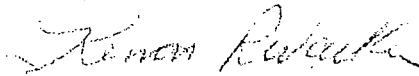
ITEM III: I hereby nominate, constitute and appoint my beloved sister, JANE WALKER BALLAGH, Personal Representative of this my LAST WILL AND TESTAMENT, and direct that she be allowed to serve without bond. In the event that my beloved sister, JANE WALKER BALLAGH, should predecease me, or otherwise be unable or unwilling to serve as Personal Representative, then in that event I hereby nominate, constitute and appoint my son, ROGER WENDELL WALKER as alternate Personal Representative, and direct that he be allowed to serve without bond;

ITEM IV: Should I die and any of my children be under the age of eighteen (18) years, I direct that JANE WALKER BALLAGH be appointed Guardian of the person and property of my child or children who are under the age of eighteen (18) years or are otherwise disabled and to serve during the minority or disability of each; and, I direct that no bond or other



undertaking be required of her for the performance of the duties of such office.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this 27th day of JANUARY, 1988.



(SEAL)

KENNETH R. WALKER

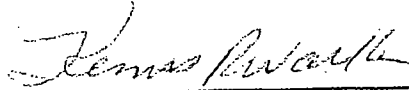
THE FOREGOING INSTRUMENT was, on this 27th day of JANUARY, 1988, subscribed to and by KENNETH R. WALKER, the foregoing named Testator, and by him signed, sealed, published and declared to be his LAST WILL AND TESTAMENT, in the presence of us who, in his presence, at his request, and in the presence of each other, all present together, have subscribed our names as witnesses hereto:

Kenneth J. Thompson ADDRESS Walterboro, S.C.

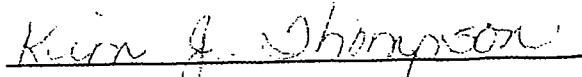
H. Alexander ADDRESS Walterboro, S.C.

Michael W. Smith ADDRESS Walterboro, S.C.

I, KENNETH R. WALKER, the testator, sign my name to this instrument this 27th day of JANUARY, 1988, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my LAST WILL and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


KENNETH R. WALKER

We, T. K. ALEXANDER and KIM J. THOMPSON, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is eighteen years of age or older, of sound mind and under no constraint or undue influence.




STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Subscribed, sworn to and acknowledged before me by KENNETH R. WALKER, the testator and subscribed and sworn to before me by T. K. ALEXANDER and KIM J. THOMPSON, witnesses, this 27th day of JANUARY, 1988.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 10-9-90

(S E A L)

PAGE THREE OF THREE PAGES

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

IN THE PROBATE COURT

IN THE MATTER OF KENNETH R. WALKER
CASE NUMBER 2008-ES-15-00226

RECEIPT BY THE COURT

Decedent's Date of Death: 09/20/2008
Decedent's last known address: 183 COOKS HILL ROAD, WALTERBORO, SC 29488

The undersigned hereby acknowledges receipt from the following-named person (s)

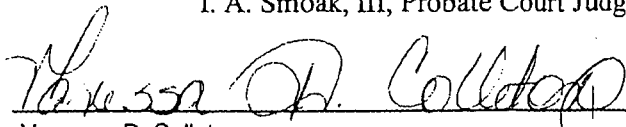
NAME(S)	ADDRESS(ES)
<u>I. A. SMOAK, III, PROBATE JUDGE PO BOX 1036</u>	<u>WALTERBORO, SC 29488</u>

of the following documents and/or articles of the above decedent:

A Will dated: 01/27/1988
A Codicil dated: NONE
A Codicil dated: _____
A Codicil dated: _____
A Codicil dated: _____
Other (specify): _____

Executed this 26th day of September, 2008

I. A. Smoak, III, Probate Court Judge

By: 
Name: Vanessa D. Colleton
Title: Judge/Clerk
Address: Post Office Box 1036
Walterboro, S. C. 29488-0031
Telephone: (843) 549-7216

1,024.00	+
1,456.00	+
1,056.00	+
608.00	+
1,184.00	+
576.00	+
436.00	+
752.00	+
912.00	+
752.00	+
2,048.00	+
2,336.00	+
1,520.00	+
656.00	+
952.00	+
496.00	+
544.00	+
208.00	+
832.00	+
496.00	+
192.00	+
1,760.00	+
496.00	+
304.00	+
384.00	+
720.00	+
720.00	+
256.00	+
264.00	+
368.00	+
272.00	+
912.00	+
480.00	+
384.00	+
160.00	+
192.00	+
208.00	+
192.00	+
832.00	+
432.00	+
96.00	+
256.00	+
564.00	+
672.00	+
1,216.00	+
620.00	+
240.00	+
224.00	+
72.00	+
1,958.00	+
358.00	+
304.00	+
256.00	+
288.00	+
80.00	+
37,296.00	*

3:41 PM
09/29/08

WOOD BROS. INC.
Vendor QuickReport

January 1, 2005 through September 29, 2008



Payee	Type	Date	Num	Amount	Date Cleared
Catherine Brooks	Check	09/27/2006	3551	\$ 1,256.00	9/26/2006
	Check	10/20/2006	3645	\$ 1,024.00	10/24/2006
	Check	11/07/2006	3693	\$ 1,456.00	11/8/2006
	Check	11/22/2006	3773	\$ 1,056.00	11/27/2006
	Check	12/08/2006	3851	\$ 608.00	12/8/2006
	Check	12/21/2006	3911	\$ 1,184.00	1/9/2007
	Check	01/17/2007	4043	\$ 576.00	1/22/2007
	Check	02/08/2007	4145	\$ 436.00	2/9/2007
	Check	02/15/2007	4174	\$ 752.00	2/23/2007
	Check	03/01/2007	4224	\$ 912.00	3/9/2007
	Check	03/15/2007	4298	\$ 752.00	3/28/2007
	Check	03/29/2007	4342	\$ 2,048.00	4/10/2007
	Check	04/13/2007	4425	\$ 2,336.00	4/18/2007
	Check	04/19/2007	4447	\$ 1,520.00	4/30/2007
	Check	04/26/2007	4464	\$ 656.00	4/30/2007
	Check	05/11/2007	4542	\$ 952.00	5/21/2007
	Check	06/04/2007	4633	\$ 496.00	6/8/2007
	Check	06/12/2007	4669	\$ 544.00	6/14/2007
	Check	06/21/2007	4711	\$ 208.00	6/26/2007
	Check	07/05/2007	4773	\$ 832.00	7/9/2007
	Check	08/23/2007	4984	\$ 496.00	8/28/2007
	Check	09/04/2007	5012	\$ 192.00	9/5/2007
	Check	09/13/2007	5086	\$ 1,760.00	9/17/2007
	Check	10/01/2007	5137	\$ 496.00	10/4/2007
	Check	10/18/2007	5243	\$ 848.00	10/22/2007
	Check	10/29/2007	5278	\$ 384.00	11/1/2007
	Check	11/01/2007	5305	\$ 720.00	11/7/2007
	Check	11/08/2007	5339	\$ 720.00	11/13/2007
	Check	11/15/2007	5371	\$ 256.00	11/27/2007
	Check	11/26/2007	5426	\$ 264.00	11/27/2007
	Check	12/20/2007	5566	\$ 368.00	12/21/2007
	Check	01/03/2008	5652	\$ 272.00	1/7/2008
	Check	01/31/2008	5772	\$ 912.00	2/4/2008
	Check	02/07/2008	5816	\$ 480.00	2/11/2008
	Check	02/13/2008	5842	\$ 384.00	2/21/2008
	Check	02/21/2008	5875	\$ 160.00	2/21/2008
	Check	02/28/2008	5911	\$ 192.00	2/29/2008
	Check	03/06/2008	5953	\$ 208.00	3/7/2008
	Check	03/13/2008	5990	\$ 192.00	3/14/2008
	Check	03/27/2008	6037	\$ 832.00	3/31/2008
	Check	04/10/2008	6106	\$ 432.00	4/11/2008
	Check	04/17/2008	6156	\$ 96.00	4/25/2008
	Check	04/24/2008	6185	\$ 256.00	4/25/2008

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09/29/08

WOOD BROS. INC.
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January 1, 2005 through September 29, 2008

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	Check	05/01/2008	6206	\$ 664.00	5/2/2008
	Check	05/08/2008	6261	\$ 672.00	5/9/2008
	Check	05/15/2008	6284	\$ 1,016.00	5/23/2008
	Check	05/22/2008	6318	\$ 620.00	5/23/2008
	Check	05/29/2008	6333	\$ 240.00	5/30/2008
	Check	06/05/2008	6392	\$ 224.00	6/6/2008
	Check	06/13/2008	6441	\$ 72.00	6/27/2008
	Check	06/19/2008	6462	\$ 1,968.00	6/20/2008
	Check	06/26/2008	6489	\$ 368.00	7/7/2008
	Check	07/10/2008	6581	\$ 304.00	7/25/2008
	Check	07/24/2008	6645	\$ 256.00	7/25/2008
	Check	07/31/2008	6675	\$ 288.00	7/31/2008
	Check	08/14/2008	6740	\$ 80.00	8/19/2008

\$37,268.00

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WOOD BROS. INC. Vendor QuickReport

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Catherine Brooks	Check	09/27/2006	3551	\$ 1,256.00	9/26/2006
	Check	10/20/2006	3645	\$ 1,024.00	10/24/2006
	Check	11/07/2006	3693	\$ 1,456.00	11/8/2006
	Check	11/22/2006	3773	\$ 1,056.00	11/27/2006
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	Check	01/17/2007	4043	\$ 576.00	1/22/2007
	Check	02/08/2007	4145	\$ 436.00	2/9/2007
	Check	02/15/2007	4174	\$ 752.00	2/23/2007
	Check	03/01/2007	4224	\$ 912.00	3/9/2007
	Check	03/15/2007	4298	\$ 752.00	3/28/2007
	Check	03/29/2007	4342	\$ 2,048.00	4/10/2007
	Check	04/13/2007	4425	\$ 2,336.00	4/18/2007
	Check	04/19/2007	4447	\$ 1,520.00	4/30/2007
	Check	04/26/2007	4464	\$ 656.00	4/30/2007
	Check	05/11/2007	4542	\$ 952.00	5/21/2007
	Check	06/04/2007	4633	\$ 496.00	6/8/2007
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	Check	09/04/2007	5012	\$ 192.00	9/5/2007
	Check	09/13/2007	5086	\$ 1,760.00	9/17/2007
	Check	10/01/2007	5137	\$ 496.00	10/4/2007
	Check	10/18/2007	5243	\$ 848.00	10/22/2007
	Check	10/29/2007	5278	\$ 384.00	11/1/2007
	Check	11/01/2007	5305	\$ 720.00	11/7/2007
	Check	11/08/2007	5339	\$ 720.00	11/13/2007
	Check	11/15/2007	5371	\$ 256.00	11/27/2007
	Check	11/26/2007	5426	\$ 264.00	11/27/2007
	Check	12/20/2007	5566	\$ 368.00	12/21/2007
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	Check	01/31/2008	5772	\$ 912.00	2/4/2008
	Check	02/07/2008	5816	\$ 480.00	2/11/2008
	Check	02/13/2008	5842	\$ 384.00	2/21/2008
	Check	02/21/2008	5875	\$ 160.00	2/21/2008
	Check	02/28/2008	5911	\$ 192.00	2/29/2008
	Check	03/06/2008	5953	\$ 208.00	3/7/2008
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	Check	05/22/2008	6318	\$ 620.00	5/23/2008
	Check	05/29/2008	6333	\$ 240.00	5/30/2008
	Check	06/05/2008	6392	\$ 224.00	6/6/2008
	Check	06/13/2008	6441	\$ 72.00	6/27/2008
	Check	06/19/2008	6462	\$ 1,968.00	6/20/2008
	Check	06/26/2008	6489	\$ 368.00	7/7/2008
	Check	07/10/2008	6581	\$ 304.00	7/25/2008
	Check	07/24/2008	6645	\$ 256.00	7/25/2008
	Check	07/31/2008	6675	\$ 288.00	7/31/2008
	Check	08/14/2008	6740	\$ 80.00	8/19/2008

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	Check	06/05/2008	6392	\$ 224.00	6/6/2008
	Check	06/13/2008	6441	\$ 72.00	6/27/2008
	Check	06/19/2008	6462	\$ 1,968.00	6/20/2008
	Check	06/26/2008	6489	\$ 368.00	7/7/2008
	Check	07/10/2008	6581	\$ 304.00	7/25/2008
	Check	07/24/2008	6645	\$ 256.00	7/25/2008
	Check	07/31/2008	6675	\$ 288.00	7/31/2008
	Check	08/14/2008	6740	\$ 80.00	8/19/2008

\$ 37,268.00

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		Bank of Walterboro Walterboro, SC 67-211/532	3551 9/27/2006
PAY TO THE ORDER OF	Catherine Brooks	\$ 1,256.00	DOLLARS Security Features. Check at Bank.
One Thousand Two Hundred Fifty-Six and 00/100			
Catherine Brooks			
MEMO		<i>Richard S. Wood</i> AUTHORIZED SIGNATURE	
			⑈0000125600⑈

DDA Debits - 09/29/2006

004661 03 092906 0/ 01 BANK OF WALTERBORO ⑆0532-02871⑆ 092806 04 28003000027 0731496345 09292006 0530-0020-6 EXT=3584 TRC=3705 PX=02	<i>Catherine Brooks</i> <i>Walterboro</i>

DDA Debits - 09/29/2006

Kathina Drew
 844-8270

Richard Wood
 893-8584

3645

Wood Bros. Inc
789 Wood Road
Green Pond, SC 29446
843-844-8270

Bank of Walterboro
Walterboro, SC

67-211/532

10/20/2006

PAY
TO THE
ORDER OF

Catherine Brooks

\$ 1,024.00

One Thousand Twenty-Four and 00/100

DOLLARS

Catherine Brooks

MEMO

Richard S. Wood
AUTHORIZED SIGNATURE

⑈0000102400⑈

DDA Debits - 10/24/2006

003099 03 102406 06 000010015001
BANK OF WALTERBORO

1036564033
10242006 ⑈0537-0257⑈ 102406 06 000010015001
0530-0020-6
ENT=3944 TRC=3963 PK=02

Catherine Brooks
Michael Brooks

DDA Debits - 10/24/2006

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		Bank of Walterboro Walterboro, SC 67-211/532	3773 11/22/2006
PAY TO THE ORDER OF	Catherine Brooks	\$ --1,056.00	DOLLARS
One Thousand Fifty-Six and 00/100			
Catherine Brooks			
MEMO		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	
		⑈0000105600⑈	

DDA Debits - 11/27/2006

005937-03 112706 04 06358BAE420F WALTERBORO 11272006 0530-0000-0 ENT=4174 TRC=4140 PK=02 0532-02871< 112406 04 80001000106	<i>Catherine Brooks</i> <i>Manager, Walterboro</i>

DDA Debits - 11/27/2006

3851

Wood Bros. Inc
789 Wood Road
Green Pond, SC 29446
843-844-8270

Bank of Walterboro
Walterboro, SC

67-211/532

12/8/2006

PAY
TO THE
ORDER OF

Catherine Brooks

\$ **608.00

Six Hundred Eight and 00/100

DOLLARS

Catherine Brooks

FOREST HILLS

01/05/07 12:39

Richard B. Wood
AUTHORIZED SIGNATURE

MEMO

⑈0000060800⑈

DDA Debits - 12/08/2006

006978 03 120806 06
BANK OF WALTERBORO

Catherine Brooks
Spilliker
050108592270
06
01/11/07

DDA Debits - 12/08/2006

'0000118400'

DDA Debits - 01/09/2007

DDA Debits - 01/22/2007

↓ Do not endorse or write below this line.

DDA Debits - 01/22/2007

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO 67-211/532	4145 2/6/2007
PAY TO THE ORDER OF	Catherine Brooks	\$ --436.00	2/6/2007
Four Hundred Thirty-Six and 00/100		DOLLARS	
Catherine Brooks		MAIN OFFICE 010004 10602/02/07 01:42 PM Cashier Acct # \$436.00	Security Features: Debit on back.
MEMO		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	
059 ⑈0000043600⑈			

DDA Debits - 02/09/2007

006597-03 020907 06 000010000401 BANK OF WALTERBORO	Catherine Brooks Will Williams SC Dr. 004295969 exp 10-8-08

DDA Debits - 02/09/2007

4174

Wood Bros. Inc
 789 Wood Road
 Green Pond, SC 29446
 843-844-8270

BANK OF WALTERBORO
 67-211/532

2/15/2007

PAY TO THE ORDER OF Catherine Brooks

Seven Hundred Fifty-Two and 00/100

Catherine Brooks

\$ **752.00

DOLLARS

MEMO

MAIN OFFICE
 010002 22 02/22/07
 Cashier R. Wood
 Acct

04:07 PM
 \$752.00

Richard S. Wood
 AUTHORIZED SIGNATURE

059 #0000075200#

DDA Debits - 02/23/2007

606465-63-622307-06
 BANK OF WALTERBORO

Catherine Brooks
 live with
 SC004095969
 02/10-08-75
 02/10-08-06

DDA Debits - 02/23/2007

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO 67-211/532		4224
PAY TO THE ORDER OF Catherine Brooks		3/1/2007		Security Features: Check on back D
Nine Hundred Twelve and 00/100		\$ 912.00		
Catherine Brooks		DOLLARS		
MEMO		Cashed 10:49 AM Acct #		059 00000091200

DDA Debits - 03/09/2007

002957-03-038907-06 BANK OF WALTERBORO		5044 064295969 309 10-8-08 Catherine Brooks W. J. W.

DDA Debits - 03/09/2007

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO 67-211/532		4298 3/15/2007
PAY TO THE ORDER OF Catherine Brooks		\$ **752.00		Security Features: Do not remove.
Seven Hundred Fifty-Two and 00/100		DOLLARS		
Catherine Brooks		MAIL OFFICE 010004 4 03/27/07 Cashed Check Root 1 02:31 PM \$752.00		
MEMO		<i>Rick S. Wood</i> AUTHORIZED SIGNATURE		
"0000075200"				

DDA Debits - 03/28/2007

000527-03-032007-06-000010000000 BANK OF WALTERBORO		EX-103 Catherine Brooks pay the order with W. Brooks W. Walter

DDA Debits - 03/28/2007

053000206
04/10/2007
6336071A72

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use the original check.

053202671 04/09/2007
000060004000184

Wood Bros. Inc
783 Wood Blvd
Greenville, SC 29616
843-844-6270

BANK OF WALTERBORO
67211/532

3/29/2007

4342

PAY TO THE ORDER OF Cathenne Brooks

\$ 2,048.00

Two Thousand Forty-Eight and 00/100

Cathenne Brooks

MEMO

Cathenne Brooks

0000204800

DDA Debits - 04/10/2007

053000206 04/10/2007
6336071A72

053202671 04/09/2007
000060004000184

0410200 BANK OF WALTERBORO
0530-0020-6
ENT=1371 TRC=3400 PK=05

SELLS INV. OFFICE
04/10/2007
Cashier Check With Fee
Amount

15.12
42,047.20

Cathenne Brooks

Do not endorse or write below this line.

DDA Debits - 04/10/2007

1'0000 233600,1'

DDA Debits - 04/18/2007

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DDA Debits - 04/18/2007

4447

Wood Bros. Inc
789 Wood Road
Green Pond, SC 29446
843-844-8270

BANK OF WALTERBORO

67-211/532

4/19/2007

PAY
TO THE
ORDER OF Catherine Brooks

\$ 1,520.00

One Thousand Five Hundred Twenty and 00/100..... DOLLARS

Catherine Brooks

Richard S. Wood
AUTHORIZED SIGNATURE

MEMO

⑈0000152000⑈

Security Features: Details on back

DDA Debits - 04/30/2007

BANK OF WALTERBORO

Catherine Brooks

0737717532
04302007
0530-0020-6
ENT-2490-TRC=2476 PK=05

3412245591

PHILA, PA 19104

DDA Debits - 04/30/2007

053000206
04/30/2007
6534519214

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04/27/2007
10532028713
000060003000073

Wood Bros. Inc 789 Wood Road Green Ridge, SC 29118 843-844-8370		BANK OF WALTERSBORO 67-211/532		4/26/2007	
PAY TO THE ORDER OF Catherine Brooks		\$ 556.00		DOLLARS	
Six Hundred Fifty-Six and 00/100					
Catherine Brooks					
LEAD					
				<i>Rudolph J. Wood</i> RUDOLPH J. WOOD	

"004464"

"0000065600"

DDA Debits - 04/30/2007

0330041427 043020853-62871 042 04 80803000073 0530-0020-6 ENT=2475 JRC=236 04/27/2007		BANK OF WALTERSBORO BILLS MAIN OFFICE 1 10204/27/07 Cashed Check With For Amount 556.00		053000206* 04/30/2007 6534519214	
Do not endorse or write below this line.					

DDA Debits - 04/30/2007

DDA Debits - 07/09/2007

DDA Debits - 07/09/2007

20000049600

DDA Debits - 08/28/2007

[illegible]

DDA Debits - 08/28/2007

DDA Debits - 09/05/2007

[illegible]

DDA Debits - 09/05/2007

DDA Debits - 10/04/2007

DDA Debits - 10/04/2007

0000084800

DDA Debits - 10/22/2007

*053000RULW 10/22/2007
62387086ET

0928450530
10222007
0530-0020-G
BHT-2634 TRC=2625 WK=C5

-0512-028710 10/22/2007 01 0000300062

BANK OF WA RABORD

FOLLOWS NEW OFFICE
BY 10/19/2007
Dated Credit With Per
Indorsement

(Do not endorse or write below this line.)

DDA Debits - 10/22/2007

[illegible]

DCA Débits - 11/07/2007

[illegible]

DDA Debits - 11/07/2007

DDA Debits - 11/13/2007

DDA Debits - 11/13/2007

000000 25500

DDA Debits - 11/27/2007

[illegible]

DDA Debits - 11/27/2007

DDA Debits - 11/27/2007

4 Do not sandbag or water before this line.

DDA Debits - 11/27/2007

DDA Debits - 12/21/2007

↓ Do not endorse or write below this line. ↓

DDA Debits - 12/21/2007

053000206
01/07/2008
6536649127

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use the original check.

01/04/2008
000000001000711

Wood Bros. Inc. 700 Grand Blvd. Greenville, SC 29616 813-844-4270		BANK OF WATERBORO GREENVILLE, SC 29616 67-211-531		5652
PAY TO THE ORDER OF		Catherine Brooks		1/3/2008
Two Hundred Seventy-Two and 00/100		\$ -272.00		DOLLARS
Catherine Brooks		<i>Richard B. Wood</i>		6
MEMO				

⑈00005652⑈

⑈0000027200⑈

DDA Debits - 01/07/2008

007036 03 01/07/2008
BANK OF WATERBORO

005300206* 01/07/2008 000501000711

00338151 62
01/07/2008
0530-0020-6
ENT=2625 TRC=2625 PX=07

BILLS PAY. OFFICE
30 01/04/2008
Cashier Check With Per
Receipt

Catherine Brooks

053000206 01/07/2008
6536649127

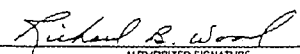
Do not endorse or write below this line.

DDA Debits - 01/07/2008

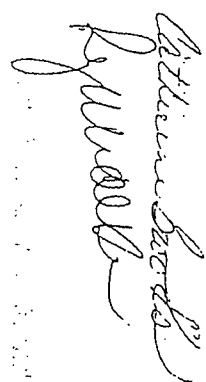
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0000048000

↓ Do not enclose or write below this line. ↓

Wood Bros. Inc. 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29415 67-211-532		5842
PAY TO THE ORDER OF Catherine Brooks		2/13/2008		
Three Hundred Eighty-Four and 00/100		\$ 384.00		
Catherine Brooks		DOLLARS		
MEMO		 AUTHORIZED SIGNATURE		
059 10000038400				

DDA Debits - 02/21/2008

005229 03 022108 06 00000000 BANK OF WALTERBORO	

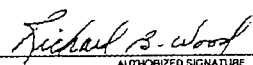
DDA Debits - 02/21/2008

Wood Bros. Inc. 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29483	5875
		67-211-532	2/21/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 160.00	
One Hundred Sixty and 00/100			DOLLARS
Catherine Brooks			
MEMO		 AUTHORIZED SIGNATURE	
		059 0000016000	

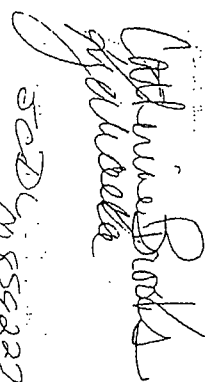
DDA Debits - 02/21/2008

005230 03 022108 06 BANK OF WALTERBORO	Catherine Brooks R. Wood 5/11/17 2/11/17 00559 2270

DDA Debits - 02/21/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29425 67-211-532	5911 2/28/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 192.00	Security Features: Order of Cash D
One Hundred Ninety-Two and 00/100		DOLLARS	
Catherine Brooks		 AUTHORIZED SIGNATURE	
MEMO		059 0000019200	

DDA Debits - 02/29/2008

000549 03 022908 06 000010000151 BANK OF WALTERBORO	 02/28/08 10:55:22 811117

DDA Debits - 02/29/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29400 67-211-532		5953
PAY TO THE ORDER OF Catherine Brooks		3/6/2008		
Two Hundred Eight and 00/100		\$ **208.00		
Catherine Brooks		FOREST HILLS 010015 80 03/07/08 09:29 AM Cashed Check Acct # 10032977		
MEMO		DOLLARS \$208.00		
		AUTHORIZED SIGNATURE <i>Richard S. Wood</i>		
059 ⑈0000020800⑈				

DDA Debits - 03/07/2008

⑈06589 03 030708 66 0000100001⑈
 BANK OF WALTERBORO

Catherine Brooks
Richard S. Wood
 SCOUT BOOKS
 8/11/2017
 8/11/1969

DDA Debits - 03/07/2008

ROGER WALKER
 908 CLEARWATER DRIVE
 WALTERBORO, SC 29488

Wood Bros. Inc. 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29405 67-211-532		5990
PAY TO THE ORDER OF Catherine Brooks		3/13/2008		Security Features Details on back
One Hundred Ninety-Two and 00/100		\$ 192.00		
Catherine Brooks		DOLLARS		
MEMO		MAIN OFFICE 03/13/08 03:19 PM Cashed Check Acct # 10032977 \$192.00  AUTHORIZED SIGNATURE		
⑈0000019200⑈				

DDA Debits - 03/14/2008

000781 03 031408 05 000010000901
 BANK OF WALTERBORO

Catherine Brooks
 843-844-8270
 8-11-17

DDA Debits - 03/14/2008

1'000000B 3 200,1'

DDA Debits - 03/31/2008

03/31/2008
9360114560

Pattina Broke

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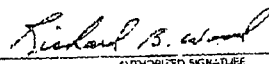
DDA Debits - 03/31/2008

Wood Bros. Inc. 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29389 67-211-532		6106
PAY TO THE ORDER OF Catherine Brooks		4/10/2008		Security Features: Details on back
\$ **432.00		DOLLARS		
Four Hundred Thirty-Two and 00/100		CASHED 04/10/08 04:36 PM Bect # 432.00		
Catherine Brooks		AUTHORIZED SIGNATURE <i>Richard B. Wood</i>		
MEMO		059 ⑈0000043200⑈		

DDA Debits - 04/11/2008

001236 03 041108 04 000010000151 BANK OF WALTERBORO	DDB 05/11/09 8/11/11	008592270 EX	Catherine Brooks Richard B. Wood

DDA Debits - 04/11/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29488 67-211-532		6185
PAY TO THE ORDER OF Catherine Brooks		4/24/2008		\$ 256.00
Two Hundred Fifty-Six and 00/100		DOLLARS		12:11 PM
Catherine Brooks		MAIN OFFICE 010010 04/25/08 CASHED Acct #		\$256.00
MEMO		 AUTHORIZED SIGNATURE		059 10000025600

DDA Debits - 04/25/2008

002912 03 042502 06 000010000911 BANK OF WALTERBORO	Catherine Brooks 04/25/2008 12:11 PM

DDA Debits - 04/25/2008

Wood Bros. Inc. 789 Wood Road Gruen Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29166 67-211-532		5/1/2008	6206
PAY TO THE ORDER OF Catherine Brooks		\$ **654.00		DOLLARS	
Six Hundred Sixty-Four and 00/100		FOREST HILLS ROUTE 2 BOX 26 WALTERBORO, SC 29166 67-211-532		00140 FB 001100	
Catherine Brooks		 AUTHORIZED SIGNATURE		MEMO	
059 #0000066400					

DDA Debits - 05/02/2008

001634 03 050208 06 0600100001 BANK OF WALTERBORO <9>	Catherine Brooks 5/1/08 008550020 5/1/08 8/1/17

DDA Debits - 05/02/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29445 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29382 67-211-532	6261 5/3/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 672.00	DOLLARS
Six Hundred Seventy-Two and 00/100		00000000000000000000 00000000000000000000 00000000000000000000	00000000000000000000 00000000000000000000 00000000000000000000
Catherine Brooks		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	MEMO
		059 00000067200	

DDA Debits - 05/09/2008

006399 03 050908 06 BANK OF WALTERBORO	51	Catherine Brooks 5/11/08 008552270 5/11/08

DDA Debits - 05/09/2008

Wood Bros., Inc. 785 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29485	6284
		67-211-532	5/15/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 1,016.00	
One Thousand Sixteen and 00/100		DOLLARS	
Catherine Brooks			
MEMO		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	
		059 1000001015001	

DDA Debits - 05/23/2008

001210 03 052300 06 BANK OF WALTERBORO	DDA 8/11/19 8/11/17	008592270 8/11/17	Catherine Brooks 8/11/17

DDA Debits - 05/23/2008

Wood Bros. Inc. 769 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29488 67-211-532	6318 5/23/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ **620.00	DOLLARS
Six Hundred Twenty and 00/100		00:59:00 00:59:00 00:59:00	00:59:00 00:59:00 00:59:00
Catherine Brooks		 AUTHORIZED SIGNATURE	B
MEMO		059 000005 2000	

DDA Debits - 05/23/2008

001209 03 052308 04 BANK OF WALTERBORO	Catherine Brooks 500 L 005592770 5/11/09 5/11/09

DDA Debits - 05/23/2008

1100000 24000.

↓ Do not endorse or write below this line. ↓

Wood Bros. Inc. 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29413 67-211-532	6392 6/5/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 224.00	DOLLARS
Two Hundred Twenty-Four and 00/100		DOLLARS	
Catherine Brooks		AUTHORIZED SIGNATURE <i>Richard B. Wood</i>	
MEMO		0000022400	

DDA Debits - 06/06/2008

002910 03 060608 06 BANK OF WALTERBORO	Catherine Brooks 5226 0689220 8/11/17 8/11/17

DDA Debits - 06/06/2008

0000 233600

DDA Debits - 04/18/2007

↓ Do not endorse or write below this line. ↓

DDA Debits - 04/18/2007

4447

Wood Bros. Inc
789 Wood Road
Green Pond, SC 29446
843-844-8270

BANK OF WALTERBORO

67-211/532

4/19/2007

PAY
TO THE
ORDER OF Catherine Brooks

\$ 1,520.00

One Thousand Five Hundred Twenty and 00/100..... DOLLARS

Catherine Brooks

Richard S. Wood
AUTHORIZED SIGNATURE

MEMO

"0000152000"

Security Features Details on back

DDA Debits - 04/30/2007

Catherine Brooks

007375 03 043007 06 000010016001

BANK OF WALTERBORO

0737717532
04302007
0530-0020-6
ENT=2480 TRC=2476 PH=05

0312007304
01-000010016001
PHILA, PA 04270007 2476

3412245501

DDA Debits - 04/30/2007

'00000065600'

DDA Debits - 04/30/2007

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DDA Debits - 04/30/2007

053000206
06/06/2007
6630574494

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05302028713 06/07/2007
000000001000009

Wood Bros. Inc
788 Wood Road
Green Pond, SC 29446
853-816-6370

BANK OF AMERICA
67-211/232

6/4/2007

4633

PAY TO THE ORDER OF Catherine Brooks

\$ 496.00

Four Hundred Ninety-Six and 00/100

Catherine Brooks

11540

Richard S. Wood

1004633

0000049600

DDA Debits - 06/08/2007

053000206 06/06/2007
6630574494

0336703959
060820632-02871 060820632-02871
0530-0020-6
EXT=1211 TRC=3120000005

05302028713 06/07/2007
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DDA Debits - 06/08/2007

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DDA Debits - 06/14/2007

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DDA Debits - 06/26/2007

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DDA Debits - 06/26/2007

DDA Debits - 07/09/2007

DDA Debits - 07/09/2007

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DDA Debits - 09/17/2007

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DDA Debits - 09/17/2007

DDA Debits - 10/04/2007

DDA Debits - 10/04/2007

053000204
10/22/2007
6236706629

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use the original check.

1053202071 10/17/2007
000000003000062

Pay to the order of Catherine Brooks

Eight thousand Four Hundred

Catharine Brooks

MEMO

Payable to: **WATSON**
10/21/02

10180007

\$ 848.00

8243

000052430

000008400

DDA Debits - 10/22/2007

008211-03-10/22/2007
BANK OF AMERICA

0532-020710 04 6880300062

0938450530
10222007
US30-0020-6
ENT-2634 PAC-2635

10/17/2007

10180007

10/22/2007

053000204* 10/22/2007
6236706629

Do not endorse or write below this line.

DDA Debits - 10/22/2007

053000206

11/07/2007

6338057207

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use the original check.

10532024213 31/06/2007
00000000000964

Wood Bros. Inc.
127 Good Row
Cocoa, FL 32926
(407) 994-0210

BANK OF
WACARBORO
FARMERS & MERCHANTS BANK

67-271-431

11/1/2007

PAY TO THE ORDER OF Catherine Brooks

\$ 720.00

Seventy Two Dollars

Catherine Brooks

unpaid

11/07/2007

00000053054

000000720001

DDA Debits - 11/07/2007

[illegible]

DDA Debts - 11/07/2007

100000 ? 2000

DDA Debits - 11/13/2007

0330000206 11/13/2007
6630725483

DDA Debits - 11/13/2007

10000025600

DDA Debits - 11/27/2007

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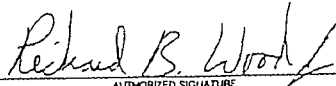
DDA Debits - 11/27/2007

Wood Bros. Inc. 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO FAYETTEVILLE, SC 29524 67-211-532		6462
		6/19/2008		
PAY TO THE ORDER OF	Catherine Brooks	\$	1,968.00	
One Thousand Nine Hundred Sixty-Eight and 00/100		DOLLARS		
Catherine Brooks		FOREST HILLS 010015 10406/20/08 12:59 PM Cashed Check Acct # 10032977 \$1,968.00		
MEMO		 AUTHORIZED SIGNATURE		
		059 ⑈0000196800⑈		

DDA Debits - 06/20/2008

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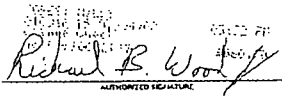
Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29183 67-211-532	6581 7/10/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ **304.00	DOLLARS
Three Hundred Four and 00/100			
Catherine Brooks		 AUTHORIZED SIGNATURE	
MEMO		059 10000030400	

DDA Debits - 07/25/2008

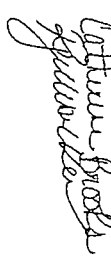
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BANK OF WALTERBORO

Catherine Brooks

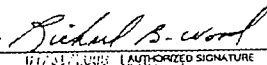
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Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, S.C. 29488 67-211-532		6645
PAY TO THE ORDER OF Catherine Brooks		7/24/2008		
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Catherine Brooks		DOLLARS		
MEMO		 AUTHORIZED SIGNATURE		
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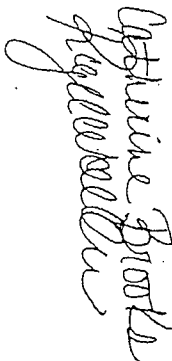
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DDA Debits - 07/25/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29433	6675
		67-211-532	7/31/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 288.00	
Two Hundred Eighty-Eight and 00/100			DOLLARS
Catherine Brooks			
MEMO		 AUTHORIZED SIGNATURE EXP. DATE 12/31/2008	
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DDA Debits - 07/31/2008

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DDA Debits - 07/31/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29488 67-211-532	6489 6/26/2008
PAY TO THE ORDER OF	Catherine Brooks	\$**368.00	DOLLARS
Three Hundred Sixty-Eight and 00/100		DOLLARS	
Catherine Brooks		 AUTHORIZED SIGNATURE	
MEMO			

DDA Debits - 07/07/2008

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DDA Debits - 07/07/2008

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use the original check.

12/20/2007
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PAY TO THE ORDER OF		Catherine Brooks		12/20/2007
Three Hundred Sixty-Eight and 00/100		\$ 368.00		DOLLARS
Catherine Brooks		<i>Richard B. Woolf</i> MANAGER		

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DDA Debits - 12/21/2007

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Wood Bros, Inc 789 Third Road Green Park, SC 29446 873-821-5270		BANK OF WATERBORO FACB 905 E 306 67-211-532		5652
PAY TO THE ORDER OF Catherine Brooks		1/3/2008		
Two Hundred Seventy-Two and 00/100		\$ 272.00		DOLLARS
Catherine Brooks		<i>Richard B. Wood</i>		
MEMO				

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DDA Debits - 01/07/2008

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Do not endorse or write below this line.					

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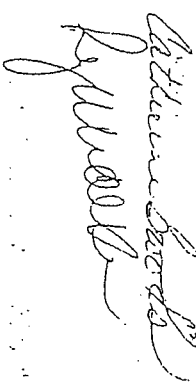
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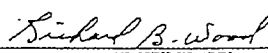
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Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29483 67-211-532	5842 2/13/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 384.00	DOLLARS
Three Hundred Eighty-Four and 00/100		DOLLARS	
Catherine Brooks		 AUTHORIZED SIGNATURE	
MEMO		059 ⑈0000038400⑈	

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DDA Debits - 02/21/2008

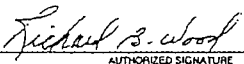
Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29153		5875
		67-211-532	2/21/2008	
PAY TO THE ORDER OF Catherine Brooks		\$ 160.00		Security features. Details on back.
One Hundred Sixty and 00/100		DOLLARS		
Catherine Brooks		 AUTHORIZED SIGNATURE		
MEMO		10016000		

DDA Debits - 02/21/2008

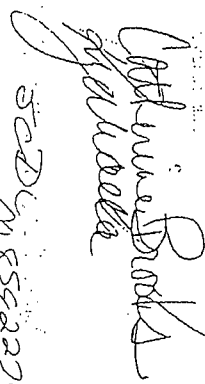
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BANK OF WALTERBORO

Catherine Brooks
R. Wood
508-00559-2270
8/11/17
8/11/17

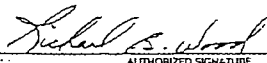
DDA Debits - 02/21/2008

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PAY TO THE ORDER OF Catherine Brooks	\$ 192.00		Security Features Details on back.
One Hundred Ninety-Two and 00/100		DOLLARS	
Catherine Brooks		 AUTHORIZED SIGNATURE	
MEMO		19 0000019200	

DDA Debits - 02/29/2008

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DDA Debits - 02/29/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29585 67-211-532	5953 3/6/2008
PAY TO THE ORDER OF Catherine Brooks	\$ 208.00	DOLLARS FOREST HILLS 010015 01 03/07/08 Cashed Check Acct #1	
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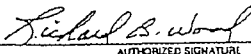
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 BANK OF WALTERBORO

Catherine Brooks
Richard S. Wood
 3004# 006990070
 8/11/2017
 8/11/1969

DDA Debits - 03/07/2008

ROGER WALKER
 908 CLEARWATER DRIVE
 WALTERBORO, SC 29488

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29405 67-211-532		5990
PAY TO THE ORDER OF Catherine Brooks		3/13/2008		Security Features Detail on Back
One Hundred Ninety-Two and 00/100		\$ **192.00		
Catherine Brooks		DOLLARS		
MEMO		MAIN OFFICE 03/03/14 03/13/08 03:19 PM Cashed Check Acct # 192.00		
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Catherine Brooks
Richard B. Wood

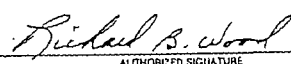
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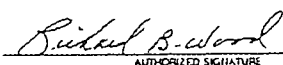
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Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29158 67-211-532	6106 4/10/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 432.00	DOLLARS
Four Hundred Thirty-Two and 00/100		CASHED CHECK 010015 05 04/10/08 04:36 PM Acct # 10002977	432.00
Catherine Brooks		 AUTHORIZED SIGNATURE	
MEMO		0 59 "0000043200"	

DDA Debits - 04/11/2008

201236 03 041108 06 000010000151 BANK OF WALTERBORO	DDB 05/11/09 8/11/11	008592270	Catherine Brooks 4/11/08

DDA Debits - 04/11/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29483 67-211-532	6156 4/17/2008
PAY TO THE ORDER OF Catherine Brooks		\$ 96.00	
Ninety-Six and 00/100		DOLLARS	
Catherine Brooks		MAIN OFFICE 010010 59 04/25/08 12:11 PM Cashed Check Acct # 10032977 596.00	
MEMO		 AUTHORIZED SIGNATURE	
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DDA Debits - 04/25/2008

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Catherine Brooks
 SC# 00599270
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DDA Debits - 04/25/2008

Wood Bros. Inc. 729 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29086 67-211-532	6185 4/24/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 256.00	DOLLARS
Two Hundred Fifty-Six and 00/100		MAIN OFFICE 010010 52 04/25/08 Cashed Check Acct. # 10001977	12:11 PM 256.00
Catherine Brooks		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	
MEMO		059 100000256007	

DNA Debits - 04/25/2008

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 BANK OF WALTERBORO

Catherine Brooks
 504508590270
 8/11/2017

DNA Debits - 04/25/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29418 67-211-532	6205 5/1/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ **654.00	DOLLARS
Six Hundred Sixty-Four and 00/100*		CHECK NO. 01102 CHECK DATE 5/1/08 CHECK AMOUNT 654.00	00141 FB 1111.00
Catherine Brooks		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	MEMO
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DDA Debits - 05/02/2008

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DDA Debits - 05/02/2008

Wood Bros. Inc 785 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29482 67-211-532	5284 5/15/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 1,016.00	DOLLARS
One Thousand Sixteen and 00/100		05:00 PM 05/15/2008	05:00 PM 05/15/2008
Catherine Brooks		Richard B. Wood AUTHORIZED SIGNATURE	
MEMO		059 00000101600	

DDA Debits - 05/23/2008

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DDA Debits - 05/23/2008

Wood Bros, Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29159 67-211-532	6318 5/22/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 620.00	DOLLARS
Six Hundred Twenty and 00/100		DOLLARS	
Catherine Brooks		AUTHORIZED SIGNATURE <i>Richard B. Wood</i>	
MEMO		059 0000062000	

DDA Debits - 05/23/2008

001209 03 052308 04 000010000151 BANK OF WALTERBORO	Catherine Brooks 500 L 005592270 5/23/08 5/23/08

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PO BOX 24000

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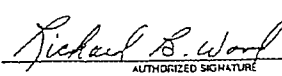
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PAY TO THE ORDER OF	Catherine Brooks	\$ 224.00	DOLLARS
Two Hundred Twenty-Four and 00/100		Catherine Brooks	
MEMO		 AUTHORIZED SIGNATURE	
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DDA Debits - 06/06/2008

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DDA Debits - 06/06/2008

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PAY TO THE ORDER OF Catherine Brooks		6/19/2008		
One Thousand Nine Hundred Sixty-Eight and 00/100		\$ 1,968.00		
Catherine Brooks		DOLLARS		
MEMO		FOREST HILLS 010015 06/20/08 12:39 PM Cashed Check Acct # 10032977 \$1,968.00		
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DDA Debits - 06/20/2008

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DDA Debits - 06/20/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-6270		BANK OF WALTERBORO WALTERBORO, SC 29153 67-211-532	6581
PAY TO THE ORDER OF Catherine Brooks		7/10/2008	Security Features: Direct Deposit
Three Hundred Four and 00/100		\$ 304.00	
Catherine Brooks		DOLLARS	
MEMO		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	
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BANK OF WALTERBORO

Catherine Brooks

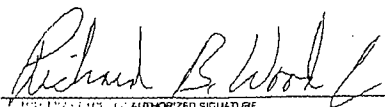
DDA Debits - 07/25/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29485 67-211-532	6675 7/31/2008
PAY TO THE ORDER OF Catherine Brooks		\$ 288.00	
Two Hundred Eighty-Eight and 00/100		DOLLARS	
Catherine Brooks		<i>Richard S. Wood</i> _____ AUTHORIZED SIGNATURE DATE 8/1/08 10:18 AM 059 0000028800	
MEMO			

DDA Debits - 07/31/2008

903199-03 073108 06 000010000141 BANK OF WALTERBORO	<i>Catherine Brooks</i> <i>deposited</i>

DDA Debits - 07/31/2008

Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29483 67-211-532	5740 8/14/2008
PAY TO THE ORDER OF Catherine Brooks	\$ 80.00		Security Features: Online at www.bankofwalterboro.com
Eighty and 00/100	DOLLARS		
Catherine Brooks	 OFFICER/CLERK OR AUTHORIZED SIGNATURE EXP 3 11 PM 10 15 2008 67		
MEMO	059 ⑈0000008000⑈		

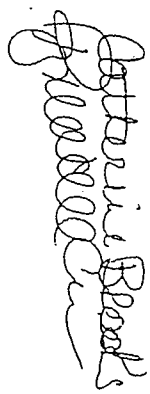
DDA Debits - 08/19/2008

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Wood Bros. Inc 789 Wood Road Green Pond, SC 29446 843-844-8270		 BANK OF WALTERBORO WALTERBORO, SC 29446 67-211-532	6441 6/13/2008
PAY TO THE ORDER OF	Catherine Brooks	\$ 72.00	DOLLARS
Seventy-Two and 00/100		DOLLARS	
Catherine Brooks		 AUTHORIZED SIGNATURE	
MEMO			

DDA Debits - 06/27/2008

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DDA Debits - 06/27/2008

Wood Bros. Inc. 789 Wood Road Green Pond, SC 29446 843-844-8270		BANK OF WALTERBORO WALTERBORO, SC 29488	6489
PAY TO THE ORDER OF Catherine Brooks		67-211-532	6/26/2008
Three Hundred Sixty-Eight and 00/100		\$**368.00	DOLLARS
Catherine Brooks		<i>Richard B. Wood</i> AUTHORIZED SIGNATURE	
MEMO			

DDA Debits - 07/07/2008

ESC >053202071< 07/03/2008 000001000691	<i>Catherine Brooks</i> <i>Walterboro</i>

DDA Debits - 07/07/2008

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DDA Debits - 04/18/2007

DW/JA/2007
615144980

CATHY BRADLEY
[Signature]

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DDA Debits - 04/18/2007

4447

Wood Bros. Inc
789 Wood Road
Green Pond, SC 29446
843-844-8270

BANK OF WALTERBORO

67-211/532

4/19/2007

PAY
TO THE
ORDER OF Catherine Brooks

\$ **1,520.00

One Thousand Five Hundred Twenty and 00/100..... DOLLARS

Catherine Brooks

Richard S. Wood
AUTHORIZED SIGNATURE

MEMO

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DDA Debits - 04/30/2007

Catherine Brooks

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BANK OF WALTERBORO

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0530-0020-6
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PHILA, PA 64278001 24PK

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DDA Debits - 04/30/2007

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DDA Debits - 04/30/2007

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,'0000095200,'

DDA Debits - 05/21/2007

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06/06/2007
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use the original check.

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Wood Bros. Inc.
789 Wood Road
Greenville, SC 29615
(803) 434-8170

BANK OF WALTERSDALE
97-211/237

6/6/2007

4633

MY
TO THE
ORDER OF Catherine Brooks

\$ 496.00

Four Hundred Ninety-Six and 00/100

Catherine Brooks

FIELD

Richard S. Wood

0000049600

0004633

DDA Debits - 06/08/2007

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DDA Debits - 08/28/2007

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DDA Debits - 08/28/2007

DDA Debits - 09/17/2007

DDA Debits - 09/17/2007

DDA Debits - 10/22/2007

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DDA Debits - 10/22/2007

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DDA Debits - 11/07/2007

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11/13/2007
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the same way you would
use the original check.

0530202671 11/09/2007
000000001000189

Wood Bros. Inc.
785 Wood Road
Beverly Hills, CA 90210
917-844-8870

DATE OF
CHECK 11/13/2007

PAY TO THE ORDER OF Catherine Brooks

SEVEN THOUSAND TWENTY AND 00/100

Catherine Brooks

6530202671 11/13/2007
000000001000189

00005339

0000072000

DDA Debits - 11/13/2007

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11/13/2007
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0530202671 11/09/2007
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DDA Debits - 11/13/2007

5371

Woods Bros. inc
789 Wood Road
Gresham Park, IL 60144
EC-3241-A170

BANK OF
WATERBURY
WATERBURY, CT 06901
67-311-528

11/15/2007

PAID
TO THE
ORDER OF

Catherine Brooks

\$ 258.00

Two Hundred Fifty-Six and 00/100

DOLLARS

Catherine Brooks

USDC

Kathleen A. Wood
AUTHORIZED SIGNATURE

DDA Debits - 11/27/2007

[illegible]

DDA Debits - 11/27/2007

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of March 03, 2005, by and between Catherine W. Brooks, ("Landlord"), and Richard B. Wood, ("Tenant"). The parties agree as follows:

PREMISES.

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Five (5) acres, more or less, being a portion of TMS#195-00-00-066 (the "Premises").

TERM.

The lease term will begin on March 03, 2005 and will terminate on February 03, 2010. The parties shall have the option to renew this lease at the end of the five year term.

LEASE PAYMENTS.

Tenant shall pay to Landlord The Tenant shall pay the Landlord a lump sum of \$5,000.00 representing 5,000 cubic yards of material and then \$1.00 per yard of material removed payable monthly. Lease payments shall be made to the Landlord at 505 Johnson Avenue, Columbia, South Carolina 29203, which may be changed from time to time by Landlord.

POSSESSION.

Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES.

Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE.

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

TAXES.

Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes. Landlord shall pay all real estate taxes and assessments for the Premises.

DEFAULTS.

Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 15 days) after written



notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

HABITABILITY.

Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

NOTICE.

Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: Catherine W. Brooks
Address: 505 Johnson Avenue
Columbia, SC 29203

TENANT:

Name: Richard B. Wood
Address: 789 Wood Road
Green Pond, SC 29446

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT.

This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS.

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW.

This Lease shall be construed in accordance with the laws of the State of South Carolina.

LANDLORD:

Catherine W. Brooks

Catherine W. Brooks
Catherine W. Brooks

TENANT:

Richard B. Wood

Richard B. Wood
Richard B. Wood

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER : 139-08-027952

DECEDENT'S INFORMATION:

NAME: *KENNETH RAY WALKER*

AKA's: NOT LISTED

SEX: MALE

SOCIAL SECURITY NUMBER:

ARMED FORCES: NO

DATE OF DEATH : SEP 20 2008

DATE OF BIRTH: OCT 14 1944

AGE: 63 YEARS

PLACE OF DEATH INFORMATION:

TYPE: DECEDENT'S HOME

FACILITY NAME AND ADDRESS: 183 COOKS HILL ROAD, WALTERBORO, COLLETON COUNTY, SC 29488

DISPOSITION INFORMATION:

METHOD: ENTOMBMENT

PLACE: GREENLAWN MAUSOLEUM

LOCATION: WALTERBORO, SOUTH CAROLINA

DEMOGRAPHIC INFORMATION:

RESIDENCE: 183 COOKS HILL ROAD, WALTERBORO, COLLETON COUNTY, SC, 29488

PLACE OF BIRTH: SOUTH CAROLINA

MARITAL STATUS: DIVORCED (AND NOT REMARRIED)

SURVIVING SPOUSE'S NAME: NOT LISTED

FATHER'S NAME: F C WALKER

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: MARTHA ANN WALKERK

INFORMANT'S INFORMATION:

INFORMANT'S NAME: ROGER WALKER

RELATIONSHIP: FAMILY MEMBER

MAILING ADDRESS: 908 CLEARWATER DRIVE, WALTERBORO, SC, 29488

FUNERAL HOME: PARKER-RHODEN FUNERAL HOME, 117 PAUL ST., WALTERBORO, SC, 29488-1305

FUNERAL DIRECTOR: GORDON L. RHODEN JR.

LICENSE NUMBER: 2147

EMBALMER'S NAME: GORDON L. RHODEN JR.

LICENSE NUMBER: 1680

CAUSE OF DEATH - PART I

END STAGE CARDIAC FAILURE

CONGESTIVE HEART FAILURE

PART II

CORONER CONTACTED? YES

AUTOPSY PERFORMED? NO

AUTOPSY AVAILABLE? NOT LISTED

ACTUAL OR PRESUMED TIME OF DEATH: 21:00 PM MANNER OF DEATH: NATURAL

INJURY INFORMATION:

DATE OF INJURY: NOT LISTED

TIME OF INJURY: NOT LISTED

INJURY AT WORK? NOT LISTED

PLACE OF INJURY: NOT LISTED

LOCATION OF INJURY: NOT LISTED

HOW THE INJURY OCCURRED?

NOT LISTED

CERTIFIER NAME AND TITLE: CORONER RICHARD M. HARVEY

LICENSE NUMBER: NOT LISTED

CERTIFIER'S ADDRESS: PO BOX 2264, WALTERBORO, SC, 29488

DATE FILED: SEP 24 2008

DATE OF ISSUANCE: SEP 26 2008

SPECIAL INSTRUCTIONS :

SC 00077508

ISSUED SEP 26 2008

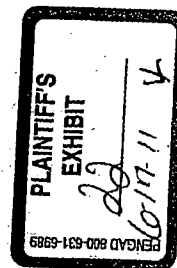
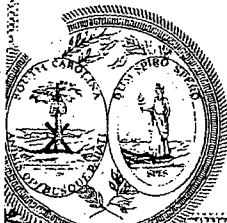
This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

C. Earl Hunter
C. Earl Hunter
Commissioner and State Registrar

Guang Zhao
Guang Zhao
Assistant State Registrar

This copy is not valid unless prepared on an engraved border displaying the state seal and issuing agency logo.

Revision Date: 05/01/2008



STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PROBATE COURT

IN THE MATTER OF KENNETH RAY WALKER

CASE NUMBER 2008-ES-15-00226

CERTIFICATE OF APPOINTMENT

This is to certify that

ROGER W. WALKER

is/are the duly qualified

☒ PERSONAL REPRESENTATIVE

☐ GUARDIAN

☐ CONSERVATOR

☐ TRUSTEE

In the above matter and that this appointment, having been executed on the 15th day of October, 2008, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

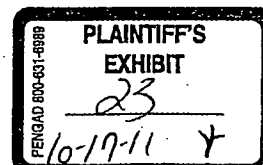
RESTRICTIONS: NO ADDITIONAL.

Executed this 15th day of October, 2008

Do not accept a copy of this certificate without
the raised seal of the Probate Court.

I. A. SMOAK, III

I. A. SMOAK, III, PROBATE JUDGE



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STATE OF SOUTH CAROLINA

COUNTY OF: COLLETON

IN THE MATTER OF: Kenneth Ray Walker

IN THE PROBATE COURT

CASE NUMBER: 2008-ES-15-00226

APPLICATION FOR

INFORMAL

(check any that apply)

- ☒ PROBATE OF WILL
☒ APPOINTMENT

PETITION FOR

FORMAL

- ☐ TESTACY
☐ APPOINTMENT

Applicant/Petitioner: Roger W. Walker

Address: P.O. Box 1102, Walterboro, SC 29488

Telephone: (843) 893-2285; (843) 908-9986

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

Son; I am applying to be appointed as Personal Representative of my father's Estate.

2. Decedent Information

Name: KENNETH RAY WALKER

Social Security Number:

Date of Birth: 10/14/1944

Date of Death: 9/20/2008

Age at date of death: 63 years old

Domicile at date of death: Colleton South Carolina
(county) (state)

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
☐ Decedent has a right to take legal action in this county because:

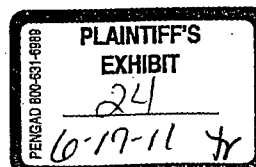
- 4.a. Names and addresses of devisees in the will including dates of birth of minors. If there are no minors, so state.

Name	Date of Birth	Address	Relationship to Decedent
Jimmy Ray Walker		106 Valley Road, Lawrenceville, GA 30044	Son
Roger Wendell Walker		P.O. Box 1102, Walterboro, SC 29488	Son
Wilson Whitney Walker		106 Valley Road, Lawrenceville, GA 30044	Son

(use additional sheet if necessary)

FORM #300 (7-2005)

62-3-203, 62-3-301, 62-3-303, 62-3-401, 62-3-402, 62-3-409
62-3-414, 62-3-601, 62-3-704, 44-23-1090, 44-23-1120



Page 1 of 6

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- 4.b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors. If there are no minors, so state. Intestate heirs are the persons who would inherit if the decedent left no will.

Name	Date of Birth	Address	Relationship to Decedent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
- ☒ NO ☐ YES If yes, please explain, on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
- ☒ NO ☐ YES If yes, please explain, on page 3.
7. Has a guardian or conservator ever been appointed for this person?
- ☒ NO ☐ YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including names and addresses on page 3.
10. Have more than ten years passed since the decedent's death?
- ☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of \$7,000.00 and real estate of about the value of \$6,000.00 full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
- ☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:

- ☐ The original is attached
☒ The original is in the Court's possession
☐ An authenticated copy of a will probated in another jurisdiction is attached
☐ An authenticated copy of a will not probated in another jurisdiction is attached
☐ The will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

- ☒ Yes ☐ NO If no, please explain on page 3.

3. The date of execution of the will was: January 27, 1988

codicil(s): _____

4. Are you aware of any instrument or document amending or revoking the will?

- ☒ NO ☐ YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

- ☒ YES ☐ NO If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

- ☒ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION (S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheet.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:

Roger W. Walker, P.O. Box 1102, Walterboro, SC 29488

2. Priority for this appointment is:

- ☐ named as Primary Personal Representative in will
☒ named as Alternate Personal Representative in will
☐ nominee of above Primary Personal Representative in will
☐ nominee of above Alternate Personal Representative in will
☐ surviving spouse of decedent who is devisee of decedent or nominee of said spouse
☐ other devisee of decedent, (describe): _____ or nominee of said devisee
☐ surviving spouse of decedent or nominee of said spouse
☐ other heir of decedent (describe): _____
☐ creditor (Forty-five days after death must have passed), or nominee of creditor
☐ Other (describe): _____

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

Jane Walker Ballagh, (Sister) nominated in the Last Will and Testament, Item #III

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 13th day of
October, 20 08

Everett W. Bennett, Jr.
Notary Public for South Carolina
My Commission Expires: 07/26/2010

Signature: [Signature]
Name: Roger W. Walker
Address: P.O. Box 1102
Walterboro, SC 29488
E-mail: _____
Telephone (O): (843) 908-9986
(H): (843) 893-2285

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☒ GRANTED ☐ DENIED informally this 15th day of October, 2008.

[Signature]
I.A. Smoak, III, Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: _____

TIME: _____

PLACE: _____

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____

I.A. Smoak, III, Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ The decedent died intestate. The heirs are: _____

☐ The decedent died testate. IT IS HEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated, _____, be admitted formally to probate.

Executed this _____ day of _____, 2008.

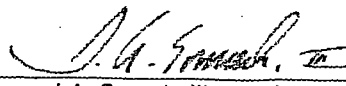
I.A. Smoak, III, Probate Court Judge

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

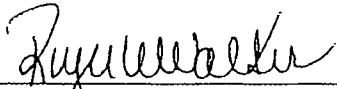
Executed this 15th day of October, 2008.



I.A. Smoak, III, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: 
Name: Roger W. Walker
Address: P.O. Box 1102
Walterboro, SC 29488
E-mail: _____
Telephone (O): _____
(H): (843) 893-2285, (843) 908-9986

Signature: _____
Name: _____
Address: _____
E-mail: _____
Telephone (O): _____
(H): _____

Attorney: E. W. Bennett, Jr.
Address: Post Office Box 693
Walterboro, SC 29488
E-mail: Bop@lowcountry.com
Telephone (O): 843 549-9225

STATE OF SOUTH CAROLINA

COUNTY OF: COLLETON

IN THE MATTER OF: Kenneth Ray Walker

IN THE PROBATE COURT

INVENTORY AND APPRAISEMENT

CASE NUMBER: 2008-ES-15-00226

☒ ORIGINAL☐ SUPPLEMENTAL #

Personal Representative (s): Roger W. Walker

P.O. Box 1102, Walterboro, SC 29488

Decedent's Social Security Number:

Was there a will? ☒ YES NO

Decedent's Date of Death: 9/20/2008

Domicile at death:

COLLETON
(county)SOUTH CAROLINA
(state)

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this estate so far as the undersigned is informed: that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to me this 21st day of
October 20 08

Everett W. Bennett Jr.
Notary Public for South Carolina

My Commission Expires:

12/12/2010

Signature:

Name: Roger W. Walker

Address: P.O. Box 1102

Walterboro, SC 29488

E-Mail:

Telephone (O): (843) 908-9986

(H): (843) 893-2285

Attorney: E.W. Bennett, Jr.

Address: P.O. Box 693

Walterboro, SC 29488

E-Mail: bop@lowcountry.com

Telephone: (843) 549-9225 Fax (843) 549-8566

Signature:

Name:

Address:

E-Mail:

Telephone (O):

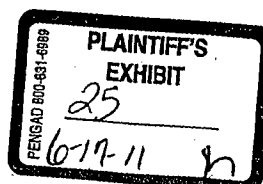
(H):

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisal shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate	\$	\$ 6,000.00
Schedule B - Stocks and Bonds		0.00
Schedule C - Notes Due Decedent and Cash		1,001.00
Schedule D - Insurance on Person's Life:		0.00
Part 1 - Payable to Estate		
Part 2 - Payable to Beneficiary	8,091.00	
Schedule E - Jointly Owned Property	0.00	
Schedule F - Other Miscellaneous		6,000.00
Other Assets Payable to Estate		
Schedule G - Transfers during Decedent's life	0.00	
Schedule H - Powers of Appointment	0.00	
Schedule I - Annuities and Retirement Accounts	0.00	
TOTAL GROSS VALUE	\$	21,092.00
ENCUMBRANCES	(	0.00)
TOTAL NET WORTH	\$	21,092.00



NOTE: WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF SITUS. ALL OUT-OF-STATE ASSETS MUST BE DISCLOSED.

SCHEDULE A - Real Estate (All interest in real property except those held with right of survivorship) (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description (include county and state)	Tax Assessor's Fair Market Value for year of Decedent's Death	Appraised Value	Appraised Value of Decedent's Interest
1	10.0 acre tract of land known as the Walker Bar Pit situate in Colleton County, South Carolina, and designated as TMS No.: 195-00-00-125;	500.00	1,000.00	1,000.00
2	1.3 acre tract of land situate in Colleton County, South Carolina and designated as TMS No.: 195-00-00-148	500.00	5,000.00	5,000.00

TOTAL SCHEDULE A \$ 6,000.00
(also enter under recapitulation, page 1)

SCHEDULE B - Stocks and Bonds (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Face Value	Appraised Value
	NONE		

TOTAL SCHEDULE B \$ 0.00
(also enter under recapitulation, page 1)

SCHEDULE C - Notes due to Decedent, and Money on hand and in banks (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Value
1.	Wachovia Checking Account #1 in the name of Catherine W. Brooks for Kenneth R. Walker	1,001.00

TOTAL SCHEDULE C \$ 1,001.00
(also enter under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE D - Insurance (If none, so state.)

Part 1 - Life Insurance Payable to the Estate

Item No.	Description	Value
	NONE	0.00

TOTAL PART 1 \$ 0.00

(also enter under recapitulation, page 1)

Part 2 - Life Insurance Payable to Beneficiaries

Item No.	Description	Beneficiary	Value
1	Protective Life and Annuity Insurance Co.; Policy No. 0D0161782;	Roger W. Walker	8,091.00

TOTAL PART 2

\$ 8,091.00

(also enter under recapitulation, page 1)

SCHEDULE E - Jointly owned Property (with right of survivorship) (if none, so state.)

NOTE: You must complete Schedule E if the Decedent owned any property jointly with right of survivorship at the time of death, whether or not the decedent's interest is included in the gross estate.

Percentage includible:

1 - Joint interest held by decedent and spouse - the amount included is one-half (50%) of the value in all cases.

2 - Other joint interest - Generally you must include the full value of the jointly owned property in the gross estate. However, the full value should not be included if you can show that a part of the property originally belonged to the other tenant(s). The amount included is the amount of the decedent's contribution to the joint account(s).

Item No.	Description	Joint Owner(s)	Percentage Includible	Appraised Value of Decedent's Interest
	NONE			

TOTAL SCHEDULE E

\$ 0.00

(also enter under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE H - Powers of Appointment - Property, both real and personal, over which Decedent possessed a Power of Appointment whether Testamentary or otherwise.

Did Decedent possess a Power of Appointment? ☐ YES ☒ NO

If "yes", did Decedent exercise the power of appointment in favor of estate? ☐ YES ☐ NO

If "yes", please describe and list total amount payable to estate. \$ 0.00
(If more space is required, insert additional sheets of same size.)

TOTAL SCHEDULE H \$ 0.00
(also enter amounts payable to estate under recapitulation, page 1)

SCHEDULE I - Annuities and retirement (IRA's, 401(k), Etc.)

Did Decedent own any accounts as described above? ☐ YES ☒ NO

If "yes", is the estate designated as the beneficiary of these accounts? ☐ YES ☐ NO

If "yes", please describe and list total amount payable to estate. \$
(If more space is required, insert additional sheets of same size.)

NONE

TOTAL SCHEDULE I \$ 0.00
(also enter amounts payable to estate under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

ENCUMBRANCES - (e.g., mortgages, liens, judgments, etc., but not general debts of the estate) - List specific assets encumbered.

Item No.	Schedule & Item Number Encumbered Thereby	Description & Amount
	NONE	

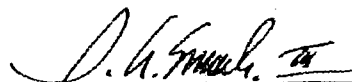
TOTAL ENCUMBRANCES \$ 0.00
(also enter under recapitulation, page 1)

MANIFESTLY NON-TAXABLE

(To be executed by the Probate Court Judge in those cases where it appears that the estate is NOT REPORTABLE to the South Carolina Tax Commission under the provisions of the Estate Tax Laws of the State of South Carolina, i.e., the total gross value is indicated to be less than prescribed limits.)

It appears from the foregoing record of the above captioned estate on file in the Probate Court of this county, such estate is not reportable to the South Carolina Department of Revenue.

Executed this 28th day of October, 2008.



I.A. Smoak, III, Probate Judge

(If more space is required, insert tax schedules or additional sheets of same size.)

AJB: A-057-96

DEED BOOK 717 PAGE 129

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF COLLETON

195-00-00-155
195-00-00-130
195-00-00-046
DATE 3-26-96
GEORGE R. MCCORMACK
ASSESSOR COLLETON COUNTY

KNOW ALL MEN BY THESE PRESENTS that I, Kenneth R. Walker, in the State aforesaid, for and in consideration of the sum of Thirteen Thousand Two Hundred Fifty (\$13,250.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Catherine W. Brooks, 505 Johnson Avenue, Columbia, S.C. 29203, in the State aforesaid, and 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 Catherine W. Brooks, her heirs and assigns, the following described property:

All that certain piece, parcel or tract of land situate, lying and being about three (3) miles southeast of the town of Walterboro, in the County of Colleton, State of South Carolina, containing two and five-tenths (2.5) acres, more or less, and measuring and bounded as follows: On the Northeast by lands of L. G. Fishburne for a distance of Two Thousand Three Hundred Fifty-one and One-tenth (2,351.1') feet; on the East by an SCE&G right-of-way for a distance of Forty-eight and Eight-tenths (48.8') feet; on the Southwest by lands of Marshall W. Catterton for a distance of Two Thousand Three Hundred Fifty-four and Six-tenths (2,354.6') feet; and on the Northwest by lands of Kenneth Walker for a distance of Forty-four and Two-tenths (44.2') feet, together with an easement for ingress and egress over and across any easements, oral, written, recorded or unrecorded which I may possess over the one hundred (100') foot SCE&G right-of-way referenced in the above real estate description. It is my intent that this easement for ingress and egress vest in Kenneth Walker, his heirs and assigns forever, and run with the land. This strip formerly being a part of TMS Parcel #195-00-00-047.

This being the same tract of land conveyed to Kenneth Walker by W. C. Walker by deed dated 10 October 1989 and recorded 24 July 1990 in Deed Book 495 at page 324 in the Office of the Clerk of Court for Colleton County.

TMS No. 195-00-00-130.

ALSO: All that certain piece, parcel or tract of land situate, lying and being approximately 3 miles south of the Town of Walterboro, County of Colleton, State of South Carolina, containing nine and five-tenths (9.5) acres, more or less, and being designated as Parcel 107 on Tax Map 195, records of the Colleton County Assessor. Said 9.5 acre tract is bounded as follows: North by lands of Starr Bennett; East by lands of Kenneth Walker; South by S.C. Road 50150377; and West by S.C. Highway 303.

This being the same tract of land conveyed to Kenneth Walker by Colleton County, South Carolina, by deed dated and recorded 24 August 1987 in Deed Book 389 at Page 243 in the Office of the Clerk of Court for Colleton County.

TMS No. 195-00-00-069.

TMS No. 195-00-00-155



DEED BOOK 717 PAGE 130

ALSO: All that certain piece, parcel or tract of land in Ritter School District, County of Colleton, State of South Carolina, measuring and containing 3.52 acres, more or less, bounded as follows, to-wit: On the Northeast by the tract below described being herein conveyed to Judy T. Walker; on the Southeast by lands of Simons and by a forty (40') foot strip retained for access to the tract below described; on the Southwest by lands, now or formerly, of McGraw; and on the Northwest by lands, now or formerly, of F. C. Walker.

The above tract is composed of a five and one-hundredths (5.01) acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 17 October 1968, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 150, at Page 298, and a fifty-one hundredths (.51) of an acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 26 July 1965, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 138 at Page 381, SAVING AND EXCEPTING, a 2 acre tract conveyed by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by deed dated 14 August 1973, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 172 at Page 139.

ALSO: All that certain piece, parcel or tract of land, situate, lying and being about three (3) miles South of the City of Walterboro, in the County of Colleton, State of South Carolina, containing eleven (11) acres, more or less, and bounded, now or formerly, as follows, to-wit: On the Northeast by lands of F. C. Walker; on the Southeast by lands of W. S. Simons; on the Southwest by Parcel No. 1 above described; and on the West and Northwest by lands of F. C. Walker; as reference to a plat prepared by W. Gene Whetzel, R.L.S., dated 27 January 1971, will more fully show.

These being a portion of the tracts of land conveyed to Kenneth R. Walker by Judy T. Walker by deed dated 6 June 1982 and recorded 8 June 1982 in Deed Book 246 at Page 111 in the Office of the Clerk of Court for Colleton County.

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 Catherine W. Brooks, her Heirs and Assigns forever. AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Catherine W. Brooks, her Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 19th day of March, in the year of our Lord one thousand nine hundred and ninety-six and in the two hundred and twentieth year of the Sovereignty and Independence of the United States of America.

DEED BOOK 717 PAGE 131

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Arthur J. Bridge
Witness

Tim R. Walker
Kenneth R. Walker

Barbara Russell
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

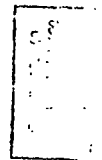
PROBATE

PERSONALLY appeared before me Barbara Russell
and made oath that she saw the within named Kenneth R. Walker sign, seal and
as his act and deed, deliver the within written Deed, and that she
with Arthur J. Bridge, witnessed the execution thereof.

Barbara Russell

SHOWN to before me this 17th day
of March, 1996.

Arthur J. Bridge
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6/26/99



DEED BOOK 717 PAGE 132

717 129
ESS MAR 19 11:43

RETURN TO:
AUBURN J. BRIDGE
ATTORNEY AT LAW



COLLETON COUNTY
DOCUMENTARY STAMPS
PAID \$14.85

EXA O. REED, CLERK OF COURT

000000883 Bk#01004 Pg#00061

STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
COUNTY OF COLLETON	)	TITLE NOT EXAMINED

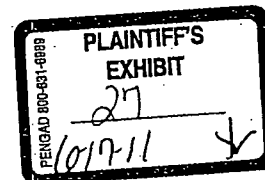
KNOW ALL MEN BY THESE PRESENTS, that I, Kenneth R. Walker, hereinafter Grantor, in the State aforesaid, for and in consideration of the sum of Five and 00/100 (\$5.00) DOLLARS, in hand paid at and before the sealing and delivery of these presents by Sister
by Catherine W. Brooks, 505 Johnson Avenue Columbia, South Carolina, 29203 hereinafter Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto Catherine W. Brooks, her heirs and assigns, the following described property:

Tract No. 1: All that certain piece, parcel or lot of land, located in Ritter School District, Colleton County, South Carolina, containing one and eight hundred and thirty-eight thousandths (1.838) acres and measuring and bounded as follows, to-wit: Measuring six hundred and seven tenths, (600.7) feet on the North-Northeast and being bounded thereon by other lands of Furman C. Walker; Measuring one hundred fifteen and five-tenths (115.5) feet on the East-Southeast and being bounded thereon by private road leading to Furman C. Walker's house; Measuring five hundred sixty-three and five-tenths (563.5) feet on the South-Southeast and being bounded thereon by Colleton County Farm; Measuring One Hundred Fifty-five and five-tenths (155.5) feet on the West-Northwest and being bounded thereon by Simons Estate.

Tract No. 2: All that piece, parcel or tract of land, situate, lying and being in Ritter School District, Colleton County, South Carolina, containing 15.18, more or less, acres and bounded as follows, to-wit: On the owned by C.B. Simons, now lands of Bennett; On the East by lands of F.C. Walker from which this tract is cut; On the South by lands of F.C. Walker, a private road being the line; and, On the West by lands of Kenneth R. Walker and lands of Bennett.

Subject to all easements, restrictions and rights of way of record

TR: 195-00-00-069
 DATE: 2-15-03
 CLARENCE A. MCCORMACK, JR.
 ASSESSOR COLLETON COUNTY



000000883 BK:01004 PG:00063

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw
the within named Kenneth R. Walker, sign, seal and as its act and deed, deliver the within
written Deed, and that (s)he, with the other witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS

5 day of ^{Feb.} November, 2003

James Sweet

BO
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-10-2006

Doc# 000000883 EXEMPT
FILED, RECORDER, INDEXED
02/11/2003 11:51:06AM
BK: 01004 PG: 00063
Rec Fee: 10.00 Pages: 3
Clerk of Court
Patricia C. Grant

Deliver to: RSP LAW FIRM
ATTORNEY AT LAW

02/11/2003

STATE OF SOUTH CAROLINA)

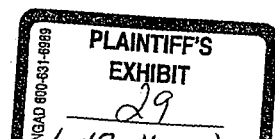
LEASE AGREEMENT

COUNTY OF COLLETON)
_____)

THE WITHIN LEASE AGREEMENT (hereafter referred to as "Agreement") is hereby made, concluded, and entered into in Colleton County, South Carolina, on this the 1st day of May, 2003, by and between Henry L. Herndon, 330 Parker Drive, Beaufort, SC 29906 (hereinafter denominated "Lessee") and Roger W. Walker, 908 Clearwater Drive, Walterboro, SC 29488 (hereinafter denominated "Lessor"); and Lowcountry Sand & Gravel, Inc. (A S.C. Corporation), 24 Clearwater Drive, Walterboro, SC 29488 (referenced hereafter as "Assignor").

IN CONSIDERATION of the mutual covenants, conditions, promises, and undertakings expressed and exchanged herein, the receipt and sufficiency of which are hereby conclusively acknowledged by the parties hereto, Lessee and Lessor covenant and agree as follows:

1. Lessor shall lease unto Lessee for a term of Ten (10) years commencing on May 1, 2003, and ending and terminating on April 30, 2013, all raw sand materials as needed and required from any and all existing borrow pits situate on the Lessor's real property subject hereto, which subject real property is more fully described as a 118.87 acre, more or less, tract of land situate, lying, and being on Clearwater Drive, just off and northeast of S.C. Highway No. 303 a/k/a Green Pond Highway, in Colleton County, South Carolina, and being a portion of the 141.0 acre tract of land conveyed to Roger W. Walker by Deed of Kenneth R. Walker dated 10/7/1993 and recorded 10/8/1993 in Colleton County Deed Book 606, at Page 260, and designated as TMS#195-00-00-145 (Portion of 141.0 acres). The Lessee and his authorized employees and agents are hereby licensed and privileged hereby to enter upon the above-described subject real property for the aforesaid purposes; and Lessee shall have and enjoy for, during, and throughout the Ten (10) year term of this Lease Agreement, the sole and exclusive rights to excavate, remove raw sand materials and process such materials that can be processed for sand at Lessee's discretion and from the subject 118.87 acre tract of land upon which a sand mine and plant are now already located. Excavation shall be done in an area to a depth at which Lessee, in Lessee's sole discretion, determines that there is not a sufficient quantity of good commercial sand to make further digging feasible or practical. Lessor shall, in his capacity as the sole shareholder, officer, and President of Lowcountry Sand & Gravel, Inc., and as a required condition precedent and inducement for Lessee entering into this Lease Agreement, also simultaneously herewith execute a Partial Assignment of its Leasehold interests in the subject real estate in favor of Lessee and a Bill of Sale conveying from Lowcountry Sand & Gravel, Inc., as Seller, unto the Lessee, Henry L. Herndon, as Buyer, all of Lowcountry Sand & Gravel, Inc.'s rights, titles, and interests in and to a used 1980 Ten (10.0") inch Dixie Sand Dredge, with all accessories thereto, for the agreed consideration to be stated therein of Lessee's complete assumption of the lien balance owed thereon to S.C. Bank & Trust and the payment of all taxes, insurance, and indebtedness due thereon, with Lowcountry Sand & Gravel, Inc. to be held completely harmless therefrom by Lessee.



2. As part of the consideration for entering into this Lease Agreement, the Lessee shall pay Lessor on a monthly basis for the raw sand materials removed, excavated, and processed by Lessee from Lessor's above-described subject real property at an agreed and fixed rate of \$0.30 per ton based on the actual weight of all such raw sand materials processed and handled by the Lessee. The monthly settlements for the payments to Lessor by Lessee for all raw sand materials processed and handled by Lessee will occur and be made based on actual processed sand tonnage between the 10th and 15th of each and every consecutive month hereafter based on the amount and weight of the raw sand materials excavated, removed, and processed by Lessee from the subject real property of Lessor during the previous Thirty (30) prior to the date of such monthly settlement. All processed sand tonnage shall be measured by office scales and copies of all such weigh tickets shall be given to Lessor by Lessee upon Lessor's request for such documents, but not more often than once weekly. The monthly sand tonnage settlement payments due unto Lessor by Lessee hereunder shall either be paid in whole or in part directly to Lessor by check or in cash, or upon Lessor's written request for such by direct deposits by Lessee in such sums and in such bank accounts as may from time to time be designated by Lessor. Lessee shall deduct on a monthly basis all direct deposits made on Lessor's behalf into any of Lessor's pre-designated bank accounts as aforesaid from the Lessor's gross monthly sand tonnage revenues earned hereunder at the rate of \$0.30 per ton of raw sand materials processed by Lessee and otherwise due, owing, and payable unto Lessor under the terms and conditions hereof. Lowcountry Sand & Gravel, Inc. hereby specifically reserves and is conditionally granted by Lessor the right, privilege, and license, during and throughout the term of this Lease Agreement, to continue its sand mining and processing operations on the subject 118.87 acre tract of land, so long as such sand mining and processing operations conducted by Lowcountry Sand & Gravel, Inc. are consistent with the terms of its Partial Assignment of Leasehold interests executed simultaneously herewith in favor of Lessee and do not interfere, impede, obstruct, or hinder in any manner the full and free exercise by Lessee of any of his rights, privileges, and licenses conferred hereunder, however, in such event, the Lessee shall not be obligated to remove, excavate, and process any particular minimum volume of raw sand materials. Lessor shall remain, during and throughout the term of this Lease Agreement, solely liable and responsible for the prompt payment when due of all current and delinquent real property taxes due and owing in regard to the subject 118.87 acre tract of land, as well as any Mortgage Liens, Judgement Liens, Federal Tax Liens, S.C. Tax Liens, and any other liens entered of record against the subject real estate. If Lessee should hereafter opt and choose to pay any of Lessor's real property taxes or lien balances due and owing in regard to the subject real estate herein, then in such event, the Lessee shall be entitled to an appropriate deduction as an advance payment therefor to be credited against the Lessor's gross monthly sand tonnage revenues earned hereunder at the rate of \$0.30 per ton of raw sand materials processed by Lessee and otherwise due, owing, and payable unto Lessor under the terms and conditions hereof. Lessee shall, during and throughout the term of this Lease, be solely liable for procuring and furnishing a general liability insurance policy, with an aggregate limit of \$1,000,000.00 and a per claim limit of \$500,000.00, covering all property damages, personal injury claims, and any other related losses which may occur on the subject premises as a direct result of Lessee's business operations conducted thereon under the provisions hereof.

3. Lessee shall furnish such equipment as Lessee deems necessary to excavate, to dig, pile and load the raw sand materials to pump water from the borrow pit during excavation, to maintain temporary roadways used for hauling, and, after all excavation has been completed, to grade the area excavated to the following tolerances: 3H : IV slope to water, from lip of existing hole. Lessor acknowledges and agrees that the aforesaid equipment utilized by Lessee, including, without limitation, trucks entering the real property and hauling dirt from the excavated area, may be furnished by persons, firms, or corporations other than Lessee at Lessee's sole discretion and Lessor hereby consents to permit and freely allow ingress, egress, and access over, across, and through the subject real property to the area of excavation by use of the existing haul roads by all such persons, firms and corporations whose presence on the real property is either expressly or impliedly authorized by Lessee. Lessee will place unsuitable, but uncontaminated, soil material hauled in by Lessee and others on bank and grade at no charge or cost to Lessee, since Lessor will not charge any fee to Lessee for placing such unsuitable soil materials.
4. Lessee warrants that all Lessee's vehicles and equipment authorized to enter upon the real property shall be covered by public liability insurance in such amounts and limits as required by statute and that all drivers and/or operators shall be licensed and properly trained. A written Release will be provided unto Lessor upon demand holding Lessor completely harmless from and for all careless or negligent acts and omissions of all people, employees, business entities, and equipment entering the subject real property at the instance and invitation of Lessee. Lessor and/or his solely owned corporation known and trading as Lowcountry Sand & Gravel, Inc. shall continue to excavate and sell fill dirt and top soil located on the subject real estate; however, neither the Lessor, nor his corporation known as Lowcountry Sand & Gravel, Inc., shall engage in any form of direct competition with the Lessee and/or his solely owned corporation known and trading as Lowcountry Concrete, Inc., relating to the removal and sale of processed sand from this same site as described above, provided, however, that the Lessor and his corporation known as Lowcountry Sand & Gravel, Inc., shall be entitled during and throughout the term of this Lease Agreement to buy processed sand as needed at the same cost and rate as designated above from Lessee and/or his corporation known as Lowcountry Concrete, Inc., and to thereafter sell as much processed sand purchased from Lessee as Lessor deems necessary. Lowcountry Sand & Gravel, Inc. further hereby partially assigns, releases, and transfers unto and in favor of the within Lessee, Henry L. Herndon, his heirs and assigns, for the duration of the term of this Lease Agreement, so much of its leasehold rights, titles, and interests now held in regard the subject 118.87 acre tract of land, and the raw sand materials situate thereon, under the provisions of a prior Lease Agreement entered into with respect thereto by and between Lowcountry Sand & Gravel, Inc., as Lessee, and Roger W. Walker, as Lessor, as necessary in order to allow and permit the full, complete, and unhindered performance by both the undersigned Lessor and the undersigned Lessee of all of the terms and conditions contained and set forth in the within Lease Agreement.

5. Lessee shall obtain at his sole cost and expense, all permits and licenses as may be required by any governmental agency to commence, continue or complete the sand mining, excavation, removal, and processing operations as contemplated under this Lease Agreement, and, to the extent necessary, Lessor shall cooperate fully by participating in the permitting process, by acknowledging or consenting to any and all requirements as may be imposed by a governmental agency, and by promptly executing and delivering any and all documents as may be necessary to obtain the permits or licenses sought by Lessee. Lessor warrants and represents unto Lessee that he is the sole and absolute fee-simple owner of the subject 118.87 acre tract of land as previously described above, which is subject to the liens and encumbrances as previously referenced and mentioned above, but, is however, free and clear of any and all conditions, covenants, restrictions, attachments, agreements, orders, suits, and/or claims that would preclude the full performance of this Lease Agreement, including, without limitation, the clearing, excavating and grading of the subject 118.87 acre tract of land as more fully described above.
6. In the event of a breach or default hereof, other than monthly processed sand tonnage payments, Lessor will give Lessee a 30 day written notice and right to cure such default.
7. Lessee hereby fully indemnifies and holds Lessor completely harmless from and against any and all claims brought by third parties arising from any activity, work or other thing done by Lessee, its agents, employees or contractors on or about the Premises and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Agreement, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred or proceeding brought thereon. Lessor hereby indemnifies and holds Lessee harmless from and against all claims brought by third parties arising from any activity, work or other thing done by Lessor, its agents, employees or contractors on or about the Premises and shall indemnify and hold harmless Lessee from and against any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Agreement, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or related to any such claim or any action or proceeding brought thereon. The terms and conditions of this Paragraph shall survive the termination of this Lease Agreement.
8. Lessor shall have the right to sell, transfer, convey, mortgage, and/or assign, in whole or in part, any or all of its rights, titles, interests, benefits, and/or obligations in, under, or relating to this Lease Agreement and in the subject real property as described above.
9. If Lessee fails to pay Lessor promptly when due any net monthly processed sand tonnage installments owed and required to be paid unto Lessor pursuant to this Lease Agreement; and if such failure or refusal to pay shall continue for a period of Fifteen (15) days after written notice of right to cure default is mailed by Lessor to Lessee, then in such event, the Lessee shall be deemed to be in default and breach of the terms of this Agreement.

10. The provisions of this Lease Agreement shall and do embody the full and final expression of the agreement previously reached and negotiated between the undersigned parties in regard to the subject matter hereof; and both of the undersigned parties hereto expressly acknowledge by their signatures hereto that no promise or representation has been made or relied upon, other than those expressly set forth herein, and that any such promise or representation is superseded by and merged into this Lease Agreement, which constitutes a complete and exclusive statement of the agreement between them.
11. No subsequent revisions, modifications, and/or amendments to any of the provisions contained in this Lease Agreement shall be effective or enforceable unless duly executed in writing by both undersigned parties hereto and properly witnessed with the same degree of formality as this Lease Agreement was originally executed by such parties.
12. For the convenience of the parties, any number of conforming duplicates and/or counterparts of this Lease Agreement may be executed by the within parties; and each such duplicate and/or counterpart shall in all respects be treated and deemed as an original.
13. The promises, covenants, and conditions of this Lease Agreement shall survive the transactions contemplated herein and shall be binding upon and inure to the benefit of the heirs, legal representatives and lawful successors, and assigns of the parties hereto. The terms, conditions, and provisions of this Lease Agreement shall be governed, controlled, and construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their respective hands and seals on this the 1st day of May, 2003.

Dana C. Bennett
First Witness

Roger W. Walker
ROGER W. WALKER (Lessor)

E. W. Bennett Jr.
Second Witness

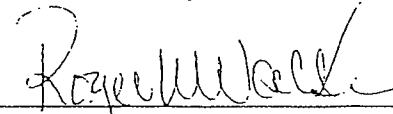
Dana C. Bennett
First Witness

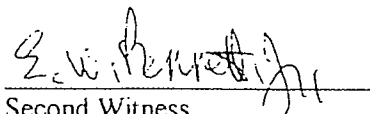
Henry L. Herndon
HENRY L. HERNDON (Lessee)

E. W. Bennett Jr.
Second Witness

Assignor: Lowcountry Sand & Gravel, Inc.


First Witness

BY: 
Roger W. Walker, Its President


Second Witness

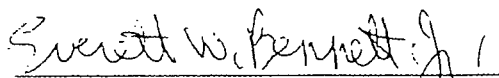
State of South Carolina)
)
County of Colleton)

PROBATE AS TO LESSOR AND ASSIGNOR

Personally appeared before me, the undersigned witness, and made oath that S he saw the within named Roger W. Walker, both individually as the Lessor herein, and in his authorized capacity as the sole officer and President for and on behalf of the Assignor, Lowcountry Sand & Gravel, Inc., sign, seal, and as both his individual and corporate act and deed, deliver the within written Lease Agreement for the uses and purposes therein mentioned and that S he together with the other witness, whose signature appears above, witnessed the execution thereof.


First Witness Signature

Sworn to and subscribed before me
this 1st day of May, 2003.


Notary Public for South Carolina

My Commission Expires: 7/24/2010

State of South Carolina)

)

PROBATE AS TO LESSEE

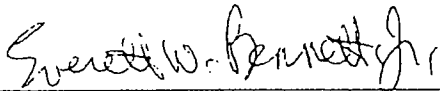
County of Colleton)

Personally appeared before me, the undersigned witness, and made oath that he she saw the within named Lessee, Henry L. Herndon sign, seal and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned and that she together with, the other witness, whose signature appears above, witnessed the execution thereof.



First Witness Signature

Sworn to and subscribed before me
this 1st day of May, 2003.



Notary Public for South Carolina

My Commission Expires: 7/26/2010

FILE
COPY

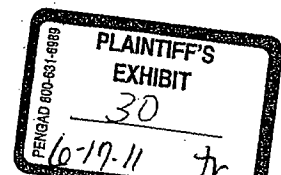
STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)
)

LEASE AGREEMENT

THE WITHIN LEASE AGREEMENT is made, concluded, and entered into in Colleton County, South Carolina, on this the First (1st) day of May, 2003, by and between Henry L. Herndon, 330 Parker Drive, Beaufort, S.C. 29906 (hereinafter denominated "Lessee") and Catherine Walker Brooks, 505 Johnson Avenue, Columbia, S.C. 29201 (hereinafter denominated "Lessor"), who are citizens and residents of the State of South Carolina, and who are sometimes referred to collectively below as "Parties" in and to this Lease Agreement.

IN CONSIDERATION of the mutual promises, covenants, conditions, and undertakings as stated and set forth herein, which are hereby expressly and conclusively acknowledged by the undersigned parties hereto, the within Lessor and Lessee hereby covenant and agree, as follows:

1. Lessor hereby leases unto Lessee and Lessor agrees to allow and permit the Lessee, during and throughout the term of this Lease as specified below, to use the subject premises described as a 17.1 acre tract of land situate in Colleton County, South Carolina, and located near and just off Cooks Hill Road, and being designated as TMS NO: 195-00-00-069, which property was previously conveyed to the within Lessor, Catherine Walker Brooks, by General Warranty Deed from her brother, Kenneth L. Walker recorded with the Colleton County Clerk of Court's Office in Deed Book 717, at Page 129, for the express and authorized purposes of Lessee discharging thereon soil disposal and waste water from his sand plant mining operations, with an exclusive right, license, and privilege being granted by Lessor unto the Lessee for such specific uses and purposes from the date of this Lease Agreement through and until December 31, 2003, at the compensation rate of Thirty (\$0.30) cents per ton of processed sand removed from the sand mine located on



the adjacent 118.87 acre tract of land, owned by Roger Walker and designated as TMS NO: 195-00-00-045 (Portion of 141.0 acre tract), and from January 1, 2004, through December 31, 2008, at the agreed compensation rate of Forty (\$0.40) cents per ton of processed sand removed from the sand mine located on the 118.87 acre, more or less, tract of land owned by Roger Walker and designated as Colleton County TMS# 195-00-00-045 (Portion of 141.0 acre tract). Lessee as part and parcel of the same consideration and compensation rates as agreed and specified above shall also have the sole and exclusive right, license and privilege to utilize the office and the truck weighing scales located at the corporate offices of Lowcountry Sand & Gravel, Inc., at 24 Clearwater Drive, Walterboro, S.C. 29488, as well as truck access roads leading to the sand mining operations for the period of times from the date of this Lease Agreement through and until December 31, 2008. The Lessee shall not remove any sand materials from the subject 17.1 acre tract of land during the term of this Lease Agreement from May 1, 2003, through and until December 31, 2008. Lessee shall pay Lessor on a monthly basis at the aforesaid compensation rates and such sand tonnage settlement payments will be made by Lessee unto Lessor on each and every month during and throughout the term of this Lease Agreement between the 10th and 15th of each month based on the amount and weight by the ton of sand materials processed by Lessee during the previous month. Processed Sand Tonnage will be weighed and computed by office scales and copies of the tickets shall be given to Lessor or her authorized agent, as designated for such purpose, immediately upon Lessor's request for such, but not more often than once per month. Lessor shall be solely liable and fully responsible for the prompt payment when due of all required taxes, liens, and insurance in connection with the subject 17.1 acre tract of land.

2. Lessee agrees to maintain the sand hauling roads in good, safe, traversable, and acceptable shape and condition; and Lessee shall furnish all such heavy equipment and motor vehicles as he deems necessary to properly maintain the sand hauling roads. Lessor acknowledges that all such aforesaid heavy equipment and motor vehicles utilized by the Lessee and his employees and authorized agents and subcontractors, including, but not limited to, any trucks or other vehicles entering the subject 17.1 acre tract of land to purchase sand materials from Lessee or to supply any materials or services to Lessee shall also be entitled to free and unencumbered access and a right-of-way and easement for ingress and egress to use and travel across and along all sand hauling roads without the Lessee incurring any possible liability therefrom unto Lessor, and with Lessor expressly releasing and holding completely harmless the Lessee from any and all claims, losses, damages, liabilities, actions, suits, judgments, and executions as a result of such use of the sand hauling roads by Lessee's employees, customers, vendors, and authorized agents and subcontractors.
3. Lessee warrants unto Lessor that all of Lessee's vehicles and equipment authorized to enter upon the real property shall be covered by public liability insurance in the minimum statutory limits required under S.C. Law and that all of Lessee's truck drivers and operators shall be licensed and properly trained. A written Release will be provided by Lessee unto Lessor, upon her demand for same, holding her completely harmless from any possible liabilities, losses, or damages suffered and occurring hereafter as a direct and proximate result of Lessee's employees, truck-drivers, agents, vehicles, and equipment entering the subject 17.1 acre tract of land.
4. Lessee shall obtain at his sole cost and expense all permits and licenses as may be required by any governmental regulation or agency in order to commence, continue or complete the

excavation and sand mining and processing operation contemplated by this Lease Agreement, and to the extent as necessary, Lessor shall cooperate fully by participating in the permitting process, by acknowledging and consenting to any and all requirements as may be imposed by any governmental regulation or agency, and by promptly executing and delivering any and all documents as may be necessary to obtain the permits or licenses sought by the Lessee herein.

5. Lessor warrants and represents unto the Lessee that she is the sole fee-simple absolute owner of the subject 17.1 acre tract of land as described above, which is free and clear of any and all liens, encumbrances, agreements, attachments, covenants, conditions, and/or restrictions that would preclude the full performance of this Lease Agreement, including, without limitation, the Lessee's clearing, excavating, and grading of portions of the subject 17.1 acre tract as contemplated by this Lease Agreement.
6. In the event of a subsequent breach or default of any of the terms and conditions hereof on the part of Lessee, other than the monthly payments to Lessor as required hereunder, the Lessor shall give Lessee a Thirty (30) day written notice of right to cure such default.
7. Lessee hereby indemnifies and holds Lessor completely harmless from and against any and all claims brought and legal actions filed by any third parties as a direct result of and arising from any authorized activity, work, and/or business operations conducted on or about the subject premises by Lessee and/or his employees, agents, and subcontractors; and Lessee shall further indemnify and hold Lessor completely harmless from and against any and all claims and legal actions arising from any breach or default in the performance of any required obligations or duties on the Lessee's part under the terms of this Lease Agreement, and from and against any and all costs, fees, expenses, and liabilities incurred

in regard to any legal proceedings brought thereon. The terms and conditions as stated and set forth in this paragraph shall survive the termination of this Lease Agreement.

8. Lessee may freely assign his rights, titles, and interests under this Lease Agreement and sublease the subject 17.1 acre tract of land or any portion thereof, without the prior written permission or consent of Lessor, provided, however, that any such subsequent Assignment or Sub-Lease on the part of Lessee shall be subject to the same terms and conditions as stated herein.
9. No subsequent assignment, transfer, and/or sublease by Lessee as allowed and permitted hereunder shall operate to release or discharge Lessee from his primary liability to make the monthly lease payments unto Lessor and to perform all other duties and obligations as required under the provisions of this Lease Agreement; and any subsequent receipt or acceptance by Lessor of payments or benefits from any person or entity other than the undersigned Lessee shall not constitute a waiver of any provision of this Lease Agreement; provided, however, that upon the express written consent and permission of Lessor, the Lessee shall be entitled to obtain a termination and release of liability from the terms and conditions of this Lease Agreement, if Lessee subsequent assigns or transfers this Lease Agreement or subleases all of the subject 17.1 acre tract of land to a reputable owner and operator of the same or similar business conducted by Lessee thereon and having the same or greater creditworthiness and financial ability, as Lessee, to promptly perform the obligations under the terms of this Lease Agreement, as determined by Lessor in her sole judgment and discretion.
10. Lessor shall have the right to sell, transfer, mortgage, or assign in whole or in part, the subject 17.1 acre tract of land, and her rights, benefits, duties, and obligations in regard

thereto as established and created by the provisions of this Lease Agreement, provided, however, that any such sale, transfer, or assignment by Lessor shall be subject to the same express terms and conditions as stated herein.

11. If Lessee hereafter fails to pay Lessee promptly when due any monthly payments required under this Lease Agreement and if such default shall continue uncured for a period of Fifteen (15) days after written notice thereof is received by Lessee from Lessor, then in such event, Lessee shall be deemed to be in default of the terms of this Lease Agreement.
12. The provisions of this Lease Agreement embody the full and final expression of the within agreement made and entered into between the undersigned parties hereto, who expressly acknowledge that no promise or representation has been made or relied upon, other than those expressly set forth herein, and that any such promise or representation is superseded by and merged into this Lease Agreement, which constitutes a complete and exclusive statement of the agreement between them.
13. No subsequent modification, revision, or amendment of this Lease Agreement shall be effective or enforceable unless executed in writing and with the same degree of formality as this Lease Agreement.
14. For the convenience of the parties, any number of conforming duplicates of this Lease Agreement may be executed, and each such duplicate shall in all respects be deemed and construed as an original thereof.
15. All of the terms, conditions, and covenants contained in this Lease Agreement shall survive the transactions contemplated herein and shall be binding upon and inure to the benefit of the heirs, assigns, and personal representatives of all parties hereto. This Lease Agreement shall be governed, controlled, and construed in accordance with S.C. Law.

IN WITNESS WHEREOF, the parties have hereunto subscribed their representative hands and seals on the day and in the year set forth hereinabove.

Rolind Knight
(Witness)

Lessor:

Catherine Brooks
CATHERINE BROOKS

E. W. Bennett Jr.
(Witness)

State of South Carolina)
)
County of Colleton)

PROBATE

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named Lessor, Catherine Brooks, sign, seal and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned and that she together with, the other witness, whose signature appears above, witnessed the execution thereof.

Rolind Knight
Witness

Sworn to and subscribed before me
this 1st day of May, 2003.

Everett W. Bennett Jr.
Notary Public for South Carolina
My Commission Expires: 7/26/2005

IN WITNESS WHEREOF, the parties have hereunto subscribed their representative hands and seals on the day and in the year set forth hereinabove.

Diana C. Bennett
(Witness)

Lessee:

Henry L. Herndon
HENRY L. HERNDON

E. W. Bennett, Jr.
(Witness)

State of South Carolina)
County of Colleton)

PROBATE

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named Lessee Henry L. Herndon sign, seal and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned and that she together with, the other witness, whose signature appears above, witnessed the execution thereof.

Diana C. Bennett
Witness

Sworn to and subscribed before me
this 1st day of May, 2003.

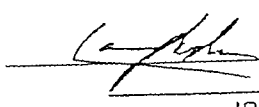
Everett W. Bennett, Jr.
Notary Public for South Carolina
My Commission Expires: 7/26/2010

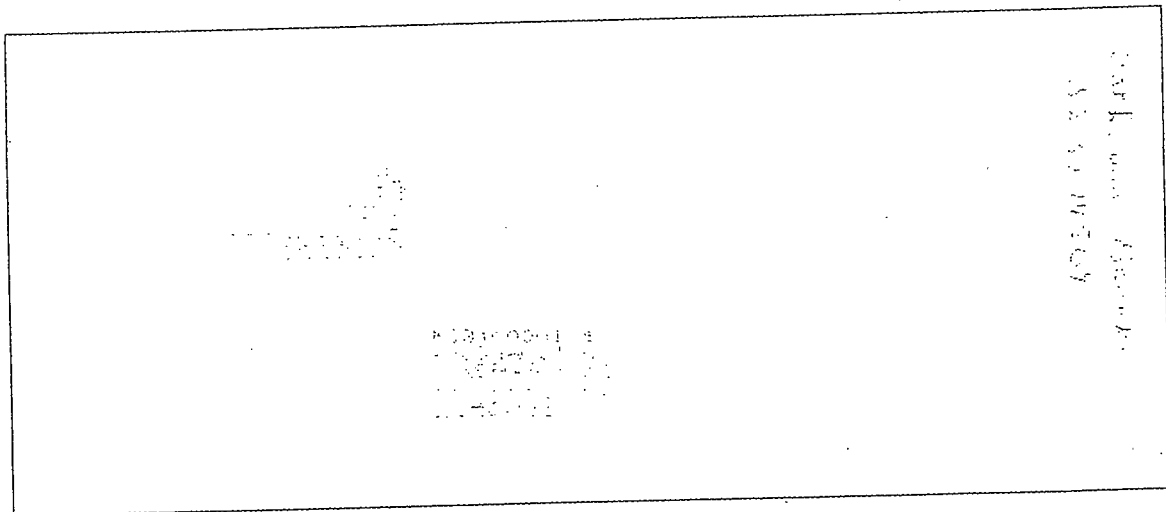
Date: October 17, 2008

Branch Banking and Trust

Page 1 of 1

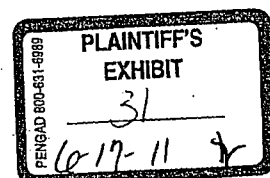
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LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 67-160532		3871
PAY TO THE ORDER OF Catherine Brooks		\$	1953.39	9/10/2003
One thousand nine hundred fifty-three and 39/100 dollars				DOLLARS
Catherine Brooks 505 Johnson Ave. Columbia SC 29203				
MEMO:		0000195339		
SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS, COLORED PATTERN, ARTIFICIAL WATERMARK, SECURITY HOLE, MISSING FEATURE, REPLICATED COPY				



Date 20030911
Amount 195339
Serial Number 0000003871

Account Number
CR-DR
Transaction Link D 026922090021617911



Date: October 17, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133856404:10000133857404:10000133864434

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 87-160531		4064
PAY TO THE ORDER OF Catherine Brooks		10/22/2003		4064
Three hundred and 00/100 dollars		120209923 10-24-03 3700 3701 14		300.00
Catherine Brooks 505 Johnson Ave. Columbia SC 29203		DOLLARS		
MEMO:		[Signature]		
		000000300000		

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Date 20031024
Amount 30000
Serial Number 0000004064

Account Number
CR-DR D
Transaction Link 023485090051644424

Date: October 17, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133856414:10000133857414:10000133864444

LOWCOUNTRY CONCRETE, INC.
130 PARKER DRIVE
BEAUFORT, SC 29906
843-846-8024
843-846-8037

BB&T
Branch Banking and Trust Company
07-102532

4112
4112
10/29/2003

PAY TO THE ORDER OF Catherine Brooks \$ 300.00

Three hundred and 00/100 dollars DOLLARS

Catherine Brooks
505 Johnson Ave.
Columbia SC 29203

140241768 10-30-03 4641 3718 14

MEMO: Larry Hurd

⑈0000030000⑈

SECURITY FEATURES: MICROFILM™ TOP & BOTTOM, EMBOSSED, COLORED PATTERN, ARTIFICIAL WATERMARK ON REVERSE SIDE, MOST NEW FEATURES CONTAINED A LOGO

Date	20031030
Amount	30000
Serial Number	0000004112

Account Number	10000000000000000000
CR-DR	D
Transaction Link	021614060017139830

Date: October 17, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133856432:10000133857432:10000133864462

4135
10/15/08
H259513

LOWCOUNTRY CONCRETE, INC.
130 PARKER DRIVE
BEAUFORT, SC 29906
843-846-8024
843-846-8037

BB&T
Branch Banking and Trust Company
67-160932

4135
11/10/2003

PAY TO THE ORDER OF Catherine Brooks \$ 1902.85

One thousand nine hundred two and 85/100 dollars DOLLARS

Catherine Brooks
505 Johnson Ave.
Columbia SC 29203

MEMO:

00000190285

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM EDGES - COLOR DOTS PATTERNS - METALLIC WATERMARK ON REVERSE SIDE - MICR LINE FEATURE - INDICATES A COPY

6900713916

00310000114
00000190285
0000004135

Catherine Brooks

Date 20031113
Amount 190285
Serial Number 0000004135

Account Number
CR-DR
Transaction Link

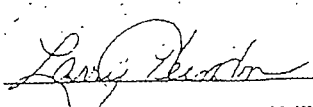
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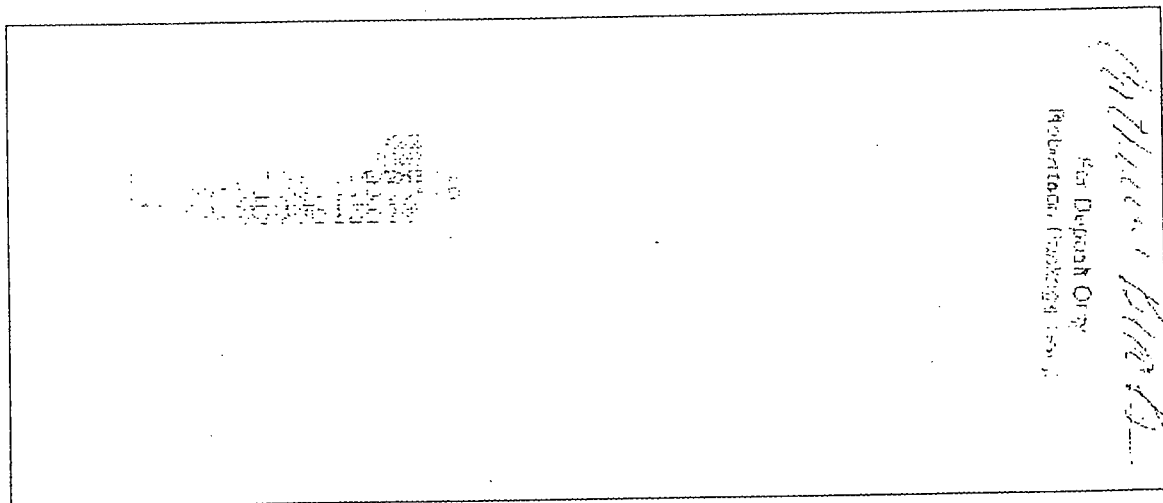
Date: October 17, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133856467:10000133857467:10000133864498

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 67-160/532		4258
PAY TO THE ORDER OF Catherine Brooks		\$ 300.00		12/4/2003
Three hundred and 00/100 dollars		DOLLARS		
Catherine Brooks 505 Johnson Ave. Columbia SC 29203		120009831 12-12-03 3701 3708 60		
MEMO:				
		000000300000		
SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS, COLORED PATTERN, ARTIFICIAL WATERMARK ON REVERSE SIDE, MISSING FEATURE INDICATES A COPY				



Date 20031212
Amount 30000
Serial Number 0000004258

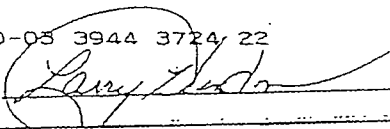
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Transaction Link D 025688050061361012

Date: October 17, 2008

Branch Banking and Trust

Page 1 of 2

Reference: 10000133856457:10000133857457:10000133864487

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 67-103/532	4131 11/6/2003
PAY TO THE ORDER OF	Catherine Brooks	\$	300.00
Three hundred and 00/100 dollars			DOLLARS
Catherine Brooks 505 Johnson Ave. Columbia SC 29203		140015867 11-10-03 3944 3724 22	
MEMO:			
		0000030000	
SECURITY FEATURES: MICRO PRINT TOP & BOTTOM EDGES, COLORED PATTERN, ARTIFICIAL WATERMARK, SECURITY FIBER, MICRON FEATURES REVEALED BY GLASS			

Date 20031110
Amount 30000
Serial Number 0000004131

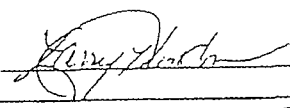
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CR-DR
Transaction Link D 021768060073670810

Date: October 17, 2008

Branch Banking and Trust

Page 2 of 2

Reference: 10000133856457:10000133857457:10000133864487

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 67-1601532		4219
PAY TO THE ORDER OF Catherine Brooks		\$	300.00	11/26/2003
Three hundred and 00/100 dollars		DOLLARS		
Catherine Brooks 505 Johnson Ave. Columbia SC 29203		140044694 11-28-03 3548 3719 22		
MEMO:				
		⑈0000030000⑈		
SECURITY FEATURES: MICRO PRINTING ON A BOTTOM HONDER. COLORED PATTERN. ARTIFICIAL WATERMARK. IN FICTIVE SET. MICROWAVE TESTIME INDICATES A COPY.				

Date
Amount
Serial Number

20031128
30000
0000004219

Account Number
CR-DR
Transaction Link

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D
026461090063376728

Date: October 17, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133856481:10000133857481:10000133864512

LOWCOUNTRY CONCRETE, INC.
330 PARKER DRIVE
BEAUFORT, SC 29906
843-845-8024
843-845-8037

BB&T
Branch Banking and Trust Company
67-162332

4365

12-24-03

PAY TO THE
ORDER OF Catherine Brooks \$ 300.⁰⁰

Three hundred and ⁰⁰/₁₀₀ DOLLARS

140016695 12-31-03 3714 3716 14

MEMO: Larry P. B.

⑈0000030000⑈

Handwritten: 10/10/1918

Printed: NEW YORK

Date	20031231
Amount	30000
Serial Number	0000004365

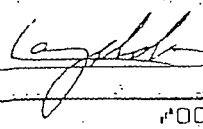
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CR-DR	
Transaction Link	021160060089775531

Date: October 17, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133856492:10000133857492:10000133864524

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 02-1601532		4267
PAY TO THE ORDER OF Catherine Brooks		\$ 1791.25		12/10/2003
One thousand seven hundred ninety-one and 25/100 dollars				DOLLARS
Catherine Brooks 505 Johnson Ave. Columbia SC 29203				
MEMO:		7" 00000179125"		
SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS, COLORED PATTERN, ARTIFICIAL WATERMARK (V. REVERSE SIDE), MISSING FEATURE INDICATES A COPY				

310000114 10000133856492 10000133857492 10000133864524		00000179125

Date 20031212
Amount 179125
Serial Number 0000004267

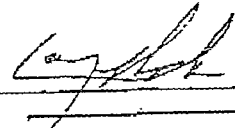
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Transaction Link 025693050065494812

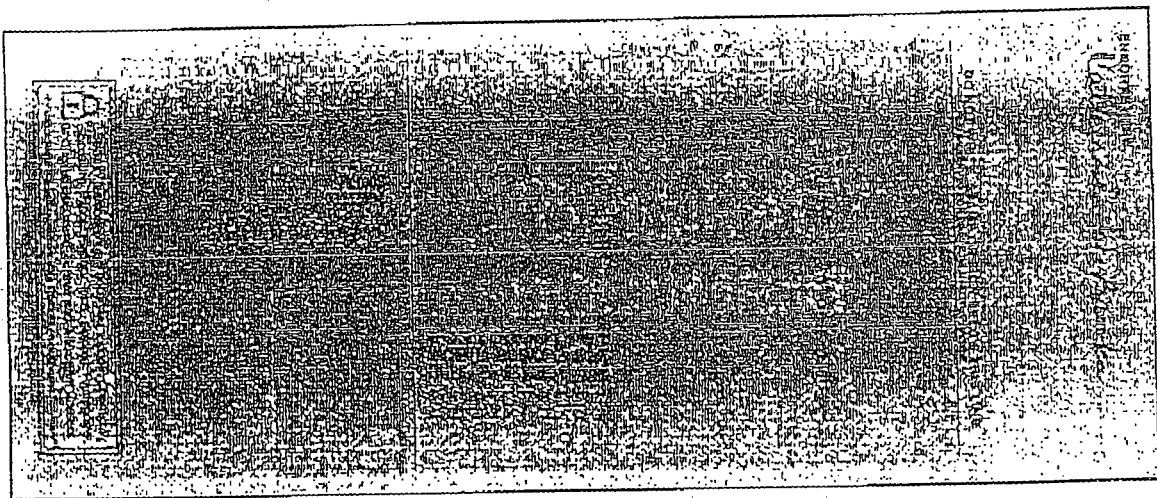
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LOWCOUNTRY CONCRETE, INC. 335 PARKER DRIVE BEAUFORT, SC 29906 843-845-8024 843-846-8037		BB&T Branch Banking & Trust Company 67-100120	4667 3/10/2004
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ 2508.98	4667 3/10/2004 \$ 2508.98 DOLLARS #0000250898#
Two thousand five hundred eight and 98/100 dollars			
Catherine Brooks 505 Johnson Ave. Columbia SC 29203			
MEMO:			



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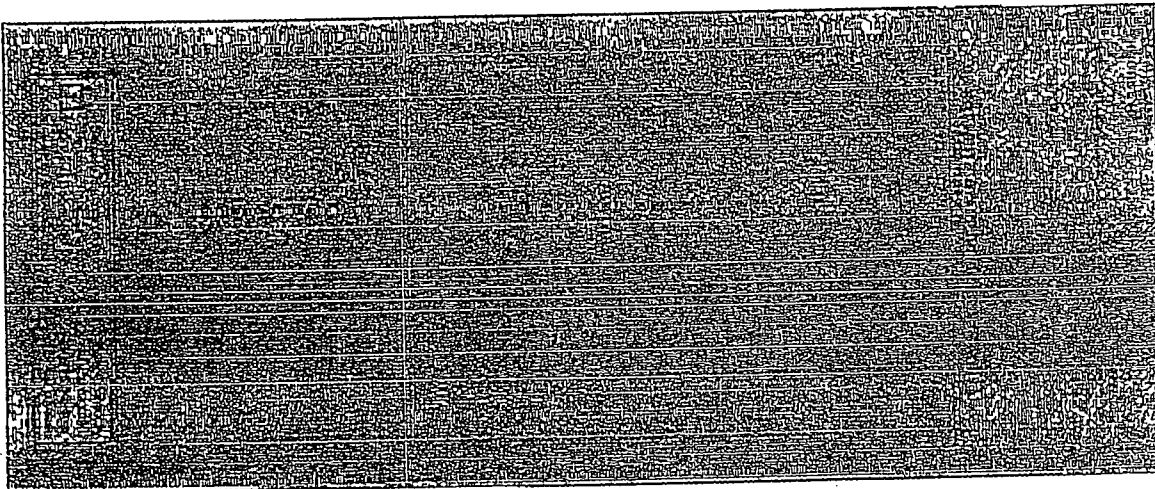
Date: October 10, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133166665:10000133167665:10000133175709

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PAY TO THE ORDER OF Catherine Brooks				\$	3171.23	
Three thousand one hundred seventy-one and 23/100 dollars						DOLLARS
Catherine Brooks 505 Johnson Ave. Columbia SC 29203						
MEMO:						
						00000133175709



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Date: October 10, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133166713:10000133167713:10000133175757

LOWCOUNTRY CONCRETE, INC.
330 PARKER DRIVE
BEAUFORT, SC 29905
843-845-8024
843-845-8057

5395

5395

8/4/2004

PAY TO THE ORDER OF Catherine Brooks

\$ 300.00

Three hundred and 00/100 dollars DOLLARS

Catherine Brooks
505 Johnson Ave.
Columbia SC 29203

MEMO:

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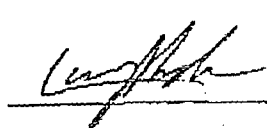
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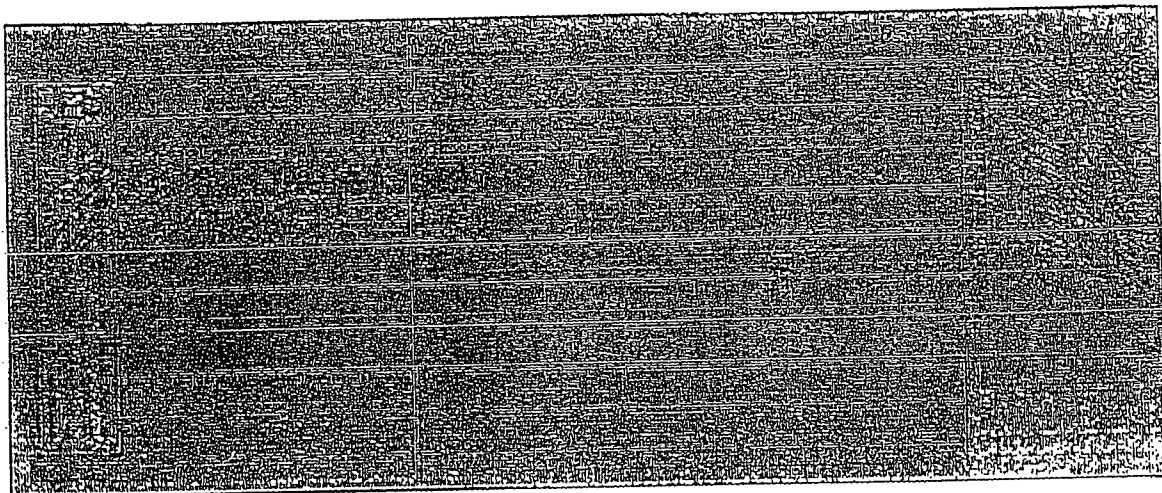
Date: October 10, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133166739:10000133167739:10000133175783

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 07-100000		5814
PAY TO THE ORDER OF <u>Catherine Brooks</u>		11/04/04 E4112 T4102 PG9 0735172219.00		11-2004 \$ <u>300.00</u>
<u>Three hundred and no</u>		DOLLARS		000000300000
MEMO:				



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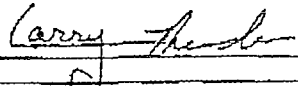
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Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587731:10000133588731:10000133596747

LOWCOUNTRY CONCRETE, INC. 130 PARKER DRIVE BEAUFORT, SC 29506 843-846-8024 843-846-8027		BB&T Branch Banking and Trust Company 01-100132	18010 18010 4/8/2005
PAY TO THE ORDER OF	Catherine Brooks	\$	3073.08
Three thousand seventy-three and 08/100 dollars			DOLLARS
Catherine Brooks 305 Johnson Ave. Columbia SC 29203			
MEMO:			
		00000307308	

ENDORSE HERE Catherine Brooks	DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
836 01351	00000307308

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 Bn pvou
 TfsjbrtOvn cfs

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 418419
 1111129121

BdypvoulOvn cfs
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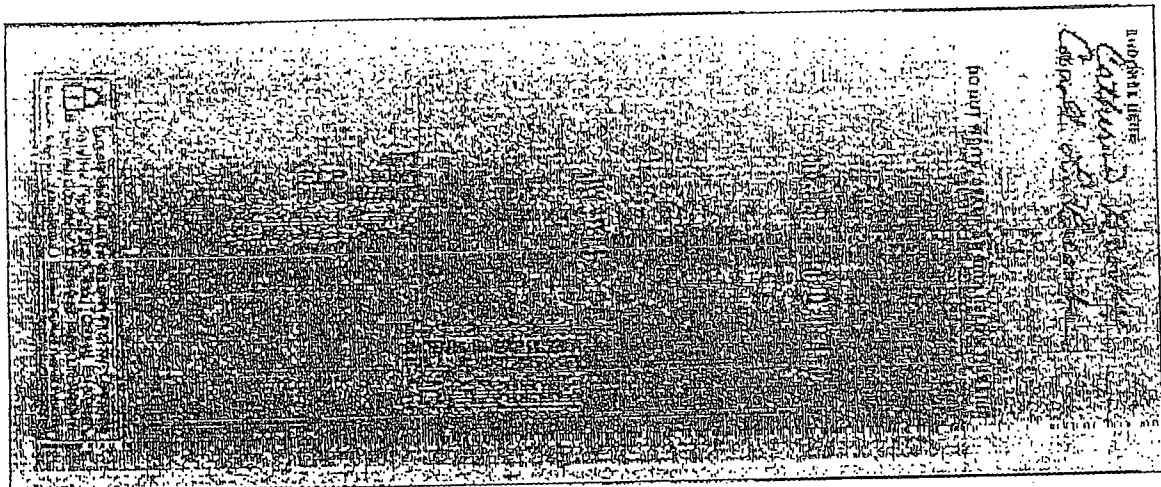
Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587841:10000133588841:10000133596857

LOWCOUNTRY CONCRETE, INC. 130 PARKER DRIVE BEAUFORT, SC 29906 843-646-0024 843-646-0037		BBBT Branch Banking and Trust Company 07-102332	17583 7-26-05
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ <u>300.00</u>	Security Features: Green ink
<u>Three hundred and 00/100</u> DOLLARS			
MEMO:		07/27/05 77429 0021 # <u>Larry</u>	000000300000



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31161839
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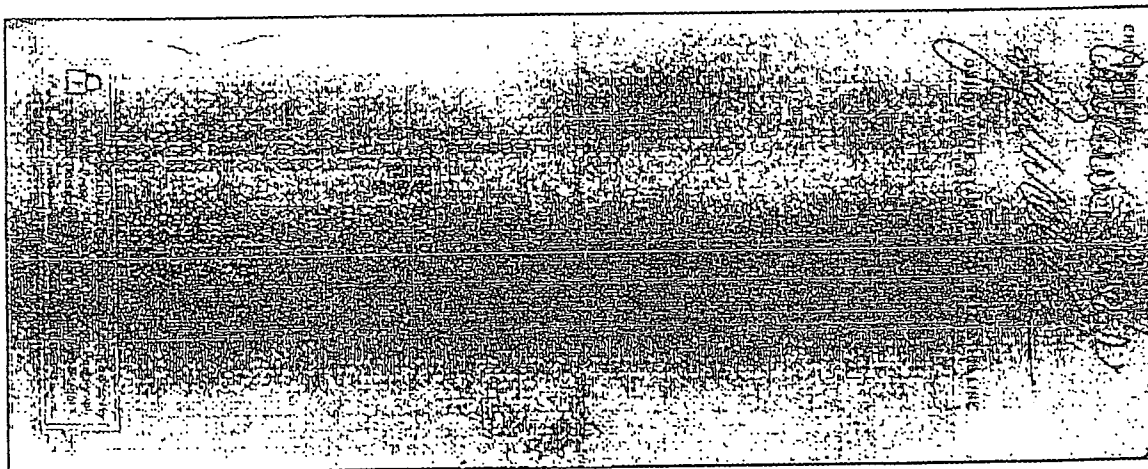
Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587859:10000133588859:10000133596873

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29505 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 01-200502	17614
PAY TO THE ORDER OF <u>Catherine Brooks</u>		<u>2-5-05</u>	
<u>Three hundred and 00/100</u>		\$ <u>300.00</u>	
		DOLLARS	
MEMO:		<u>Larry Hudson</u> 000000 300000	



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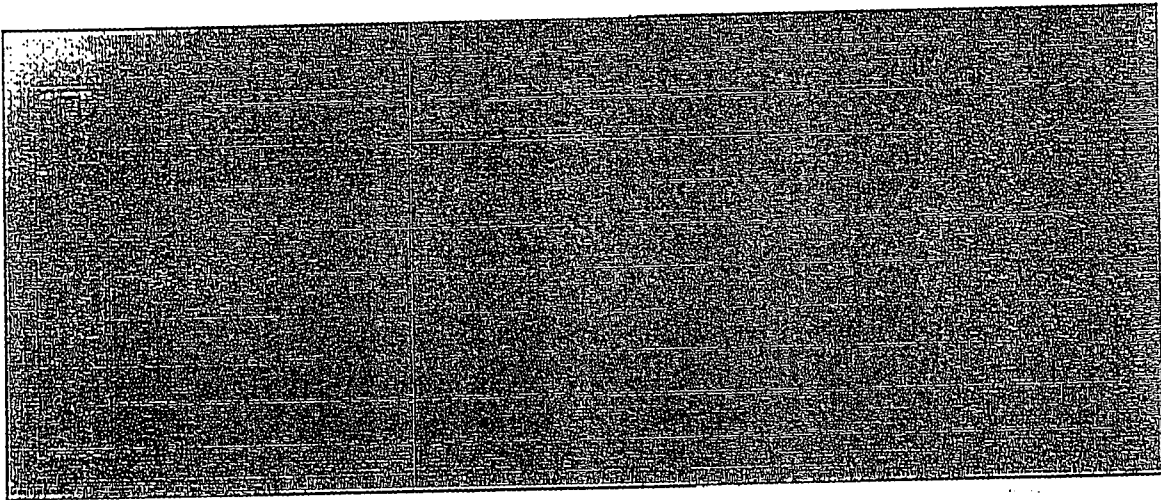
Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587658:10000133588658:10000133596674

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29506 843-246-8024 843-246-8037		BB&T Branch Banking and Trust Company 67-162/513		6296
PAY TO THE ORDER OF <u>Catherine B...</u>		<u>2-22-05</u>		
<u>Three hundred and 00/100</u>		<u>\$ 300.00</u>		
		02/24/05 13591 P09 0433719683		DOLLARS
MEMO:		<u>Catherine B...</u>		
				000000300000



Date 20050224
Amount 30000
Serial Number 0000006296

Account Number
CR-DR
Transaction Link

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024752070071359924

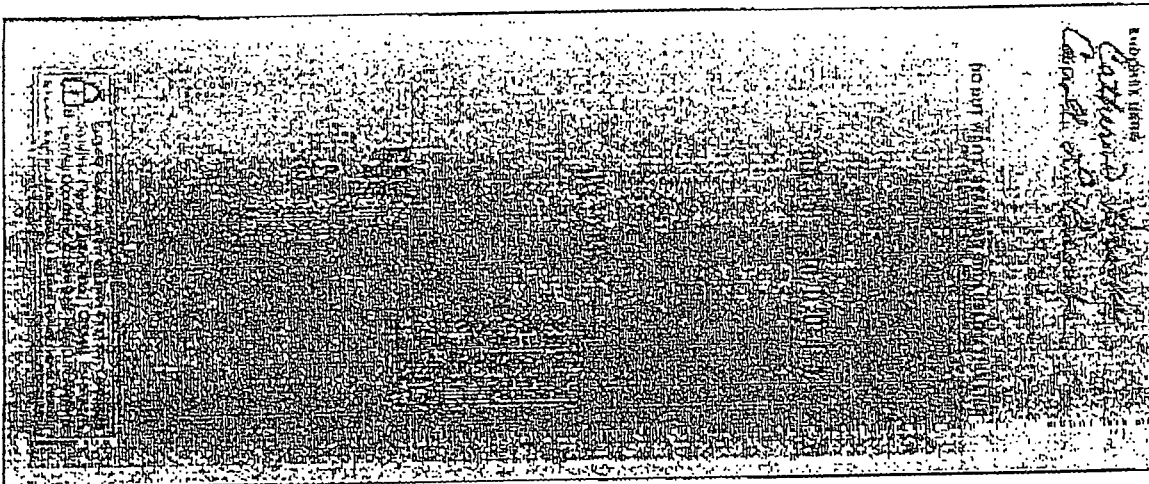
Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587841:10000133588841:10000133596857

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-845-8024 843-845-8037		BB&T BRANCH BANKING AND TRUST COMPANY 07-22502	17583 7-26-05
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ <u>300.00</u>	DOLLARS Security Features Open to View
<u>Three hundred and 00/100</u>			
MEMO:		87/27/05 77429 0021 N 04/15/08	00000030000



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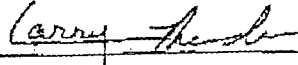
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 DS.ES
 Usbot bdjpolMol
 E
 137: 84161134285839

Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587731:10000133588731:10000133596747

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 00-10000000	18010 18010 4/8/2005
PAY TO THE ORDER OF	Catherine Brooks	\$	3073.08
Three thousand seventy-three and 08/100 dollars			DOLLARS
Catherine Brooks 505 Johnson Ave. Columbia SC 29203			
MEMO:			
		00000307308	

ENDORSE HERE Catherine Brooks	DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
0036 01851	00000307308

Ebuf 31161523
 Bn pvou 418419
 TfsjbrtOvn cfs 1111129121

BdtpvauOvn cfs
 DS.ES
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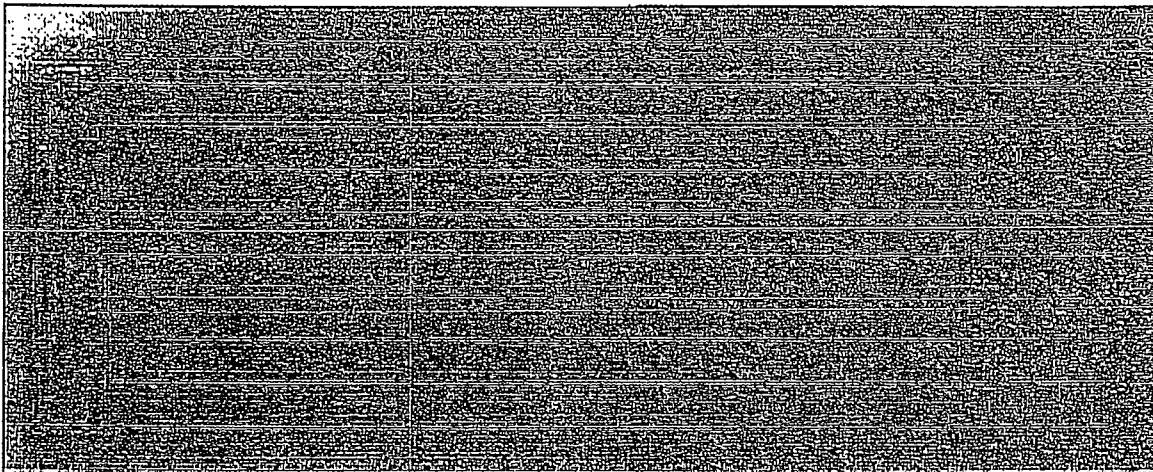
Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587658:10000133588658:10000133596674

LOWCOUNTRY CONCRETE, INC. 130 PARKER DRIVE BEAUFORT, SC 29906 843-246-8624 843-846-8037		BB&T Branch Banking and Trust Company 67-150752	6296 2-22-05
PAY TO THE ORDER OF <u>Catharine Branch</u>		<u>\$ 300.00</u>	SECURITY FEATURES: Details on Back (B)
<u>Three hundred and no</u>		02/24/05 0752 12531 P09 0433719983 DOLLARS	
MEMO:		<u>Catharine Branch</u>	
		⑈0000030000⑈	



Date 20050224
 Amount 30000
 Serial Number 0000006296

Account Number
 CR-DR D
 Transaction Link 024752070071359924

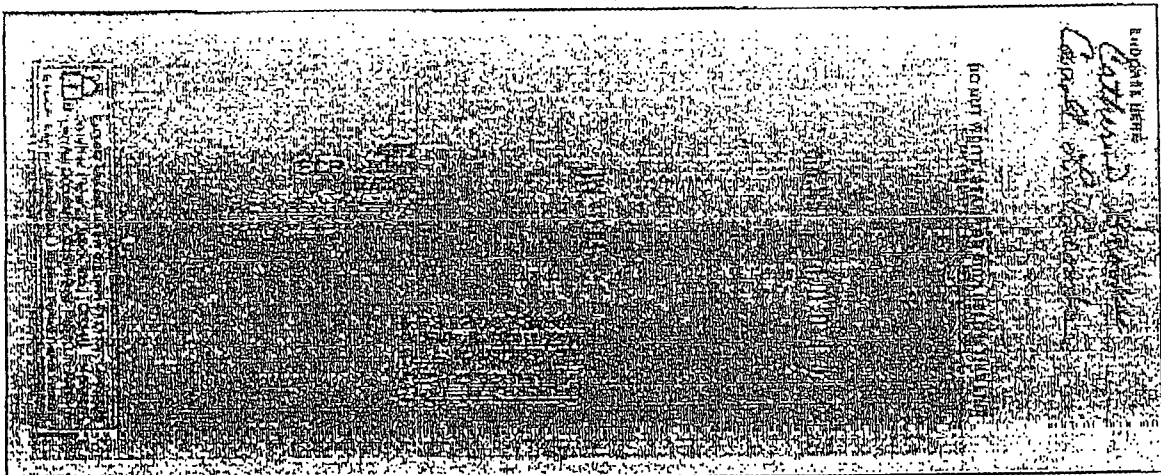
Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587841:10000133588841:10000133596857

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		BB&T Branch Banking and Trust Company 07-00000	17583 7-26-05
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ <u>300.00</u>	Security Features: Details on Back
<u>Three hundred and 00/100</u>		DOLLARS	
MEMO:		07/27/05 77489 0021 H CALLS BY	02/26/05 <u>Cathy Brooks</u>
		000000300000	



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Tf sjbrOvn cfs

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137: 84161134285839

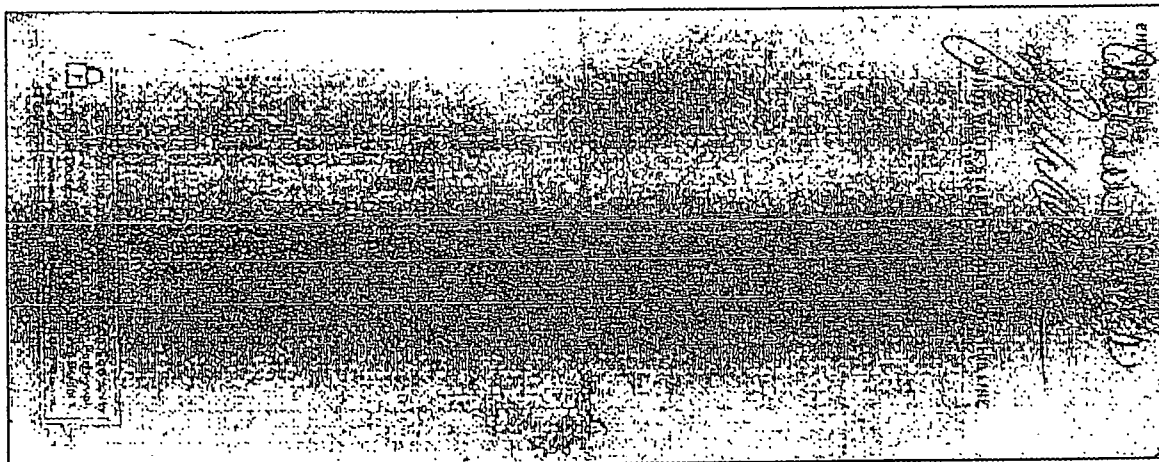
Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587859:10000133588859:10000133596875

LOWCOUNTRY CONCRETE, INC. 130 PARKER DRIVE BEAUFORT, SC 29906 843-846-5024 843-846-5037		BB&T Branch Banking and Trust Company 01-162532	17614
PAY TO THE ORDER OF <u>Catherine Brooks</u>		<u>8-5-05</u>	
<u>Three hundred and 00/100</u>		\$ <u>300.00</u>	
			DOLLARS
MEMO:		<u>Larry Brooks</u>	
		⑈0000030000⑈	



Ebif
Bn pvou
Tf sjbrtOvn cfs

3116191:
41111
1111128725

BdtpvouOvn cfs
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E
13428418117: 64721:

Date: October 15, 2008

Branch Banking and Trust

Page 1 of 1

Reference: 10000133587731:10000133588731:10000133596747

LOWCOUNTRY CONCRETE, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8237		BB&T Branch Banking and Trust Company 87-160532	18010 18010 4/8/2005
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ <u>3073.08</u>	18010 4/8/2005 \$ 3073.08 DOLLARS BB&T Branch Banking and Trust Company
Three thousand seventy-three and 08/100 dollars			
Catherine Brooks 505 Johnson Ave. Columbia SC 29203			
MEMO:		<i>Carry the balance</i> ⑈000030⑈308⑈	

10000133587731 10000133588731 10000133596747	18010 18010 4/8/2005	18010 18010 4/8/2005	18010 18010 4/8/2005
18010 18010 4/8/2005	18010 18010 4/8/2005	18010 18010 4/8/2005	18010 18010 4/8/2005

Ebaf
 Bn pvou
 Tf sbrtOvn cfs

31161523
 418419
 1111129121

BddpvouOvn cfs
 DS.ES
 UsbatbdypolMol

E
 1331681: 1154287723

02/12/2004 - 1009 - \$2,600.68

02/12/2004 - 1009 - \$2,600.68



COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		SOUTH CAROLINA BANK & TRUST 67-98/532		1053
		1053	4/12/2004	
PAY TO THE ORDER OF Catherine Brooks		\$	3617.58	
Three thousand six hundred seventeen and 58/100 dollars				DOLLARS
Catherine Brooks 505 Johnson Ave Columbia SC 29203				
MEMO:				
⑈0000361758⑈				

04/14/2004 - 1053 - \$3,617.58

EVIDENCE LABEL Catherine W. Brooks		DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE 5937 45977	
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SUB IN CLEARINGS			

04/14/2004 - 1053 - \$3,617.58

COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		SOUTH CAROLINA BANK & TRUST 67-98532		1174
		1174	8/23/2004	
PAY TO THE ORDER OF	Catherine Brooks	\$	300.00	
Three hundred and 00/100 dollars			DOLLARS	
Catherine Brooks: 140312303 08-25-04 3549 3707 25 505 Johnson Ave Columbia SC 29203				
MEMO:				
000000300000				

08/25/2004 - 1174 - \$300.00

17010000 FRB COLUMBIA 140312303 0825-0008-0 140312303 0825-0008-0	ENDORSE HERE Catherine Brooks 8/23/04 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE FOR FUTURE CASHING OR DEPOSIT ROBERTSON SERVICE GROUP

08/25/2004 - 1174 - \$300.00

09/13/2004 - 1177 - \$1,968.21

09/13/2004 - 1177 - \$1,968.21

10/15/2004 - 1206 - \$500.00

10/15/2004 - 1206 - \$500.00

COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037	SOUTH CAROLINA BANK & TRUST 07-98/532	1233 1233 11/19/2004
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ <u>300.00</u>
<u>Three hundred and 00/100 dollars</u>		DOLLARS
Catherine Brooks 505 Johnson Ave Columbia SC 29203		
MEMO:		<i>[Signature]</i>
		⑈0000030000⑈

11/24/2004 - 1233 - \$300.00

11/24/2004 11:00 AM DEPT INCLEARINGS 111242004 0530-0020-6 ENT=3777 TRC=3856 PK=09 0537311256	JOHN OF WALTERBORO <053202114> DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE For Deposit Only Robertson Package Shop <i>[Signature]</i>

11/24/2004 - 1233 - \$300.00

05/13/2005 - 1333 - \$3,071.14

05/13/2005 - 1333 - \$3,071.14

COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037	SOUTH CAROLINA BANK & TRUST 67-98232	1353 1353 5/27/2005
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ <u>300.00</u>
Three hundred and 00/100 dollars		DOLLARS
Catherine Brooks 505 Johnson Ave Columbia SC 29203		1353 05-31-05 77489 001 01:05 PM
MEMO:		000000300000

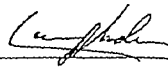
05/31/2005 - 1353 - \$300.00

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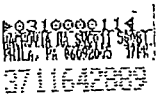
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06/16/2005 - 1356 - \$300.00

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COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037	SOUTH CAROLINA BANK & TRUST 67-88532	1357 1357 6/8/2005
PAY TO THE ORDER OF <u>Catherine Brooks</u> \$ <u>2490.10</u>		
Two thousand four hundred ninety and 10/100 dollars		
DOLLARS		
Catherine Brooks 505 Johnson Ave Columbia SC 29203		
MEMO: _____		
 ⑈0000249010⑈		

06/10/2005 - 1357 - \$2,490.10

 Security features on this document include: - Security Paper, Pattern, Paper, Ink, Colored Penetration - Original Document, Screen and Microprint Details	1357 0110 061005 02 BUT INCLEARINGS 	ENDORSE HERE <i>Catherine Brooks</i> DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE (If necessary, use the back of the check)

06/10/2005 - 1357 - \$2,490.10

COLLETON SAND PLANT, INC. 130 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037	SOUTH CAROLINA BANK & TRUST 67-98532	1373 1373 6/22/2005

PAY TO THE ORDER OF	Catherine Brooks	06/24/05 E3805 T3848 P09 033840 P09,00

Five hundred and 00/100 dollars

DOLLARS

Catherine Brooks 505 Johnson Ave Columbia SC 29203	 MEMO:

⑈0000050000⑈

06/24/2005 - 1373 - \$500.00

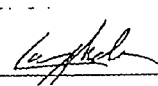
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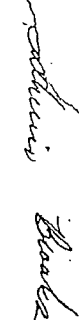
For Deposit Only
Robinson's Printing Shop

Catherine Brooks

06/24/2005 - 1373 - \$500.00

COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		SOUTH CAROLINA BANK & TRUST 67-88/532	1373 6/22/2005
PAY TO THE ORDER OF	Catherine Brooks	06/24/05 E3805 T3848 P09 033840	\$500.00
Five hundred and 00/100 dollars		DOLLARS	
Catherine Brooks 505 Johnson Ave Columbia SC 29203			
MEMO:		0000050000	

06/24/2005 - 1373 - \$500.00

Security features on this document include: Chemically Sensitive Paper, Parallel Lines, Coarsest Perforation, 10-Digit Document Serial and Latent Print Index	BANK OF WALTERBORO <053202119> 0530-0020-6 ENT=3805 TRC=3848 PK=09 0338401137	DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE For Deposit Only Return to Postage Shop 

06/24/2005 - 1373 - \$500.00

COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		SOUTH CAROLINA BANK & TRUST 67-29-532		1374
		1374	6/30/2005	
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$	300.00	
Three hundred and 00/100 dollars		DOLLARS		
Catherine Brooks 505 Johnson Ave Columbia SC 29203		SC 06/30/05 77489 0047 355 03032003		
MEMO:		0000030000		

07/01/2005 - 1374 - \$300.00

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE ENDORSE HERE <i>Catherine Brooks</i> <i>Stacy Webb</i> <i>Carol H. Brooks</i>	
0310000114 0716532472	
0701101054 070105 62 ST INCLARINES	

07/01/2005 - 1374 - \$300.00

COLLETON SAND PLANT, INC. 330 PARKER DRIVE BEAUFORT, SC 29906 843-846-8024 843-846-8037		SOUTH CAROLINA BANK & TRUST 67-88/532	1375 7/6/2005
PAY TO THE ORDER OF <u>Catherine Brooks</u>		\$ 1647.38	1375 7/6/2005
One thousand six hundred forty-seven and 38/100 dollars		DOLLARS	1375 7/6/2005
Catherine Brooks 505 Johnson Ave Columbia SC 29203		MEMO: <i>[Signature]</i>	
		0000164738	

07/11/2005 - 1375 - \$1,647.38

SECURITY FEATURES: - Original Document Serial and Microprint Entries - Security Paper, Padded Box, Covered Penicillin - Security Features: Padded Box, Covered Penicillin - Security Features: Padded Box, Covered Penicillin	DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE 2324 23989	ENDORSE HERE <i>Catherine Brooks</i>

07/11/2005 - 1375 - \$1,647.38

08/12/2005 - 1398 - \$1,712.98

08/12/2005 - 1398 - \$1,712.98

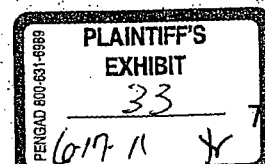
SCE #6

Account No: Rate Plan: 009 Utility Type: E

Full Name: LOWCOUNTRY SAND AND GRAVEL, INC

Full Address: 24 CLEARWATER DR OFC

Same Acct	Date Read	Meter Reading Source	Meter Reading	Combined Reading	Days	Amount	KWH	Per Day Use	Constant	Meter Reader ID	Can't Read Reason
☒	2011-02-07	SERV.ODR	412		10	\$9.16	21	2.1	1	0	
☒	2011-01-28	ONLINE.ENT	391		29	\$44.72	205	7.069	1	0	
☒	2010-12-30	TRON AMR	186		30	\$30.13	85	2.833	1	0	
☒	2010-11-30	TRON AMR	101		28	\$32.08	101	3.607	1	0	
☒	2010-10-26	SERV.ODR	2978		29	\$40.24	168	5.793	1	0	
☒	2010-09-29	TRON AMR	2810		30	\$39.16	182	6.067	1	0	
☒	2010-08-30	TRON AMR	2628		31	\$29.81	99	3.194	1	0	
☒	2010-07-30	TRON AMR	2529		30	\$32.00	115	3.833	1	0	
☒	2010-06-30	TRON AMR	2414		33	\$30.02	101	3.061	1	0	
☒	2010-05-26	TRON AMR	2313		29	\$31.67	115	3.966	1	0	
☒	2010-04-29	TRON AMR	2198		30	\$28.90	91	3.033	1	0	
☒	2010-03-30	TRON AMR	2107		32	\$25.49	62	1.938	1	0	
☒	2010-02-26	TRON AMR	2045		28	\$24.08	50	1.786	1	0	
☒	2010-01-29	TRON AMR	1995		29	\$27.25	77	2.655	1	0	
☒	2009-12-31	TRON AMR	1918		30	\$25.25	60	2	1	40126	
☒	2009-12-01	TRON AMR	1858		32	\$27.61	80	2.5	1	40126	
☒	2009-10-30	TRON AMR	1778		30	\$28.78	90	3	1	97704	
☒	2009-09-30	TRON AMR	1688		30	\$52.14	296	9.867	1	0	
☒	2009-08-31	TRON AMR	1392		31	\$29.31	100	3.226	1	0	
☒	2009-07-31	TRON AMR	1292		31	\$30.36	109	3.516	1	12183	
☒	2009-06-30	TRON AMR	1183		32	\$29.07	98	3.063	1	40126	
☒	2009-05-29	TRON AMR	1085		29	\$32.22	125	4.31	1	12183	
☒	2009-04-30	TRON AMR	960		30	\$25.59	70	2.333	1	12183	
☒	2009-03-31	TRON AMR	890		32	\$25.15	66	2.063	1	40126	
☒	2009-02-27	TRON AMR	824		29	\$24.10	57	1.966	1	12183	
☒	2009-01-29	TRON AMR	767		30	\$36.63	168	5.6	1	12183	
☒	2008-12-30	TRON AMR	599		34	\$43.07	225	6.618	1	40126	



Account No: Rate Plan: 009 Utility Type: E

Full Name: LOWCOUNTRY SAND AND GRAVEL, INC

Full Address: 24 CLEARWATER DR OFC

Same Acct	Date Read	Meter Reading Source	Meter Reading	Combined Reading	Days	Amount	KWH	Per Day Use	Constant	Meter Reader ID	Can't Read Reason
☒	2011-02-07	SERV.ODR	412		10	\$9.16	21	2.1	1		0
☒	2011-01-28	ONLINE.ENT	391		29	\$44.72	205	7.069	1		0
☒	2010-12-30	TRON AMR	186		30	\$30.13	85	2.833	1		0
☒	2010-11-30	TRON AMR	101		28	\$32.08	101	3.607	1		0
☒	2010-10-28	SERV.ODR	2978		29	\$40.24	168	5.793	1		0
☒	2010-09-29	TRON AMR	2810		30	\$39.16	182	6.067	1		0
☒	2010-08-30	TRON AMR	2628		31	\$29.81	99	3.194	1		0
☒	2010-07-30	TRON AMR	2529		30	\$32.00	115	3.833	1		0
☒	2010-06-30	TRON AMR	2414		33	\$30.02	101	3.061	1		0
☒	2010-05-28	TRON AMR	2313		29	\$31.57	115	3.966	1		0
☒	2010-04-29	TRON AMR	2198		30	\$28.90	91	3.033	1		0
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☒	2010-01-29	TRON AMR	1995		29	\$27.25	77	2.655	1		0
☒	2009-12-31	TRON AMR	1918		30	\$25.25	60	2	1	40126	
☒	2009-12-01	TRON AMR	1858		32	\$27.61	80	2.5	1	40126	
☒	2009-10-30	TRON AMR	1778		30	\$28.78	90	3	1	97704	
☒	2009-09-30	TRON AMR	1688		30	\$52.14	296	9.867	1		0
☒	2009-08-31	TRON AMR	1392		31	\$29.31	100	3.226	1		0
☒	2009-07-31	TRON AMR	1292		31	\$30.36	109	3.516	1	12183	
☒	2009-06-30	TRON AMR	1183		32	\$29.07	98	3.063	1	40126	
☒	2009-05-29	TRON AMR	1085		29	\$32.22	125	4.31	1	12183	
☒	2009-04-30	TRON AMR	960		30	\$25.59	70	2.333	1	12183	
☒	2009-03-31	TRON AMR	890		32	\$25.15	66	2.063	1	40126	
☒	2009-02-27	TRON AMR	824		29	\$24.10	57	1.966	1	12183	
☒	2009-01-29	TRON AMR	767		30	\$36.63	168	5.6	1	12183	
☒	2008-12-30	TRON AMR	599		34	\$43.07	225	6.618	1	40126	

COLLETON COUNTY, SOUTH CAROLINA

REAL ESTATE AND PERSONAL PROPERTY TAX NOTICE

COLLETON COUNTY TREASURER
P.O. BOX 8 - WALTERSBORO, SC 29488

(SEE THE BACK OF THIS NOTICE FOR MORE INFORMATION)

To pay online go to www.colletoncounty.org

*Taxes Taken out of
Rent Check From
Obum's
Purchaser*

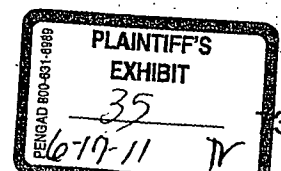
BROOKS CATHERINE W

505 JOHNSON AVENUE
COLUMBIA SC 29203



PROPERTY DESCRIPTION		IMPROVEMENTS	
REAL ESTATE DESCRIPTION: S-15-377 EAGLE DISPOSAL		ACRES	15.30
TAXABLE FAIR MARKET VALUE		TAX AMOUNT	
500	4.00%	COUNTY OPERATIONS	548.10
87400	6.00%	COUNTY DEBT	59.96
TAX DISTRICT		SCHOOL OPERATIONS	533.57
00	MILLS 308.94	SCHOOL DEBT	234.07
TAX MAP #		FIRE/RESCUE	152.54
195-00-00-069.000		FIRE DEBT	96.78
		COUNTY SALES TAX CREDIT	100.03-
TAXABLE ASSESSMENT		PRIOR YEAR TAX AMOUNT: 1,382.55	
5260		PLEASE PAY THIS AMOUNT	
		1,524.99	
		PAY THIS AMOUNT AFTER JAN. 15, 2008	
		1,570.74	
		PAY THIS AMOUNT AFTER FEB. 1, 2008	
		1,677.49	

MARCH 17, 2008-5:00 PM, WILL BE THE LAST DAY TO PAY THIS NOTICE BEFORE IT IS
FORWARDED TO THE DELINQUENT TAX COLLECTOR AND ADDITIONAL PENALTIES AND COSTS ARE ADDED



COLLETON COUNTY TREASURER
P.O. BOX 8, WALTERBORO, SC 29488
843-549-2233

COLLETON COUNTY, SC

TAX RECEIPT - KEEP THIS COPY FOR YOUR RECORDS

RECEIVED IN PAYMENT OF 2008 AD VALOREM TAXES
PAID ONLY ON THE REAL PROPERTY DESCRIBED HEREON.

REAL ESTATE MAP 195-00-00-155.000
ACRS- 9.50
DESCRIPTION: SC 303 & S-15-377

COUNTY OF COLLETON	6.90
COUNTY DEBT	.96
SCHOOL	8.35
SCHOOL DEBT	3.72
FIRE RESCUE	2.39
FIRE DEBT	1.64

BROOKS CATHERINE W
505 JOHNSON AVE
COLUMBIA SC 29203

TAX RECEIPT	TOTAL PAID	23.96
DISTRICT	004522-08-3	
DATE PAID	00	LML
TIME	01/13/2009	
	13:10:18	

COLLETON COUNTY TREASURER
P.O. BOX 8, WALTERBORO, SC 29488
843-549-2233

COLLETON COUNTY, SC

TAX RECEIPT

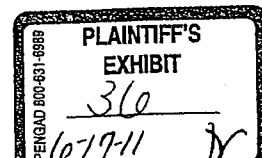
RECEIVED IN PAYMENT OF 2008 AD VALOREM TAXES
PAID ONLY ON THE REAL PROPERTY DESCRIBED HEREON.

REAL ESTATE MAP 195-00-00-155.000
ACRS- 9.50
DESCRIPTION: SC 303 & S-15-377

COUNTY OF COLLETON	6.90
COUNTY DEBT	.96
SCHOOL	8.35
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BROOKS CATHERINE W
505 JOHNSON AVE
COLUMBIA SC 29203

TAX RECEIPT	TOTAL PAID	23.96
DISTRICT	004522-08-3	
DATE PAID	00	LML
TIME	01/13/2009	
	13:10:18	



COLLETON COUNTY TREASURER
P.O. BOX 8, WALTERBORO, SC 29488
843-549-2233

TAX RECEIPT - KEEP THIS COPY FOR YOUR RECORDS

COLLETON COUNTY, SC

RECEIVED IN PAYMENT OF 2008 AD VALOREM TAXES
PAID ONLY ON THE REAL PROPERTY DESCRIBED HEREON.

REAL ESTATE MAP 195-00-00-066.000
ACRS- 14.50
DESCRIPTION: N S-377 SE WALTERBORO

COUNTY OF COLLETON	9.56
COUNTY DEBT	1.32
SCHOOL	11.48
SCHOOL DEBT	5.12
FIRE RESCUE	3.28
FIRE DEBT	2.26

BROOKS CATHERINE W

505 JOHNSON AVE
COLUMBIA SC 29203

TAX RECEIPT	004519-08-3	33.02
DISTRICT	00	LML
DATE PAID	01/13/2009	
TIME	13:10:37	

COLLETON COUNTY TREASURER
P.O. BOX 8, WALTERBORO, SC 29488
843-549-2233

COLLETON COUNTY, SC

TAX RECEIPT

RECEIVED IN PAYMENT OF 2008 AD VALOREM TAXES
PAID ONLY ON THE REAL PROPERTY DESCRIBED HEREON.

REAL ESTATE MAP 195-00-00-066.000
ACRS- 14.50
DESCRIPTION: N S-377 SE WALTERBORO

COUNTY OF COLLETON	9.56
COUNTY DEBT	1.32
SCHOOL	11.48
SCHOOL DEBT	5.12
FIRE RESCUE	3.28
FIRE DEBT	2.26

BROOKS CATHERINE W

505 JOHNSON AVE
COLUMBIA SC 29203

TAX RECEIPT	004519-08-3	33.02
DISTRICT	00	LML
DATE PAID	01/13/2009	
TIME	13:10:37	

COLLETON COUNTY TREASURER
P.O. BOX 8, WALTERBORO, SC 29488
843-549-2233

TAX RECEIPT - KEEP THIS COPY FOR YOUR RECORDS

COLLETON COUNTY, SC

RECEIVED IN PAYMENT OF 2008 AD VALOREM TAXES
PAID ONLY ON THE REAL PROPERTY DESCRIBED HEREON.

REAL ESTATE MAP 195-00-00-069.000
ACRS- 15.30 IMPS- 2
DESCRIPTION: S-15-377 EAGLE DISPOSAL

COUNTY OF COLLETON	488.41
COUNTY DEBT	63.12
SCHOOL	549.04
SCHOOL DEBT	244.59
FIRE RESCUE	156.96
FIRE DEBT	107.83

BROOKS CATHERINE W
505 JOHNSON AVENUE
COLUMBIA SC 29203

TOTAL PAID	1609.95
TAX RECEIPT	004520-08-3
DISTRICT	00 LML
DATE PAID	01/13/2009
TIME	13:10:49

COLLETON COUNTY TREASURER
P.O. BOX 8, WALTERBORO, SC 29488
843-549-2233

COLLETON COUNTY, SC

TAX RECEIPT

RECEIVED IN PAYMENT OF 2008 AD VALOREM TAXES
PAID ONLY ON THE REAL PROPERTY DESCRIBED HEREON.

REAL ESTATE MAP 195-00-00-069.000
ACRS- 15.30 IMPS- 2
DESCRIPTION: S-15-377 EAGLE DISPOSAL

COUNTY OF COLLETON	488.41
COUNTY DEBT	63.12
SCHOOL	549.04
SCHOOL DEBT	244.59
FIRE RESCUE	156.96
FIRE DEBT	107.83

BROOKS CATHERINE W
505 JOHNSON AVENUE
COLUMBIA SC 29203

TOTAL PAID	1609.95
TAX RECEIPT	004520-08-3
DISTRICT	00 LML
DATE PAID	01/13/2009
TIME	13:10:49

LAW OFFICES
E.W. BENNETT, JR., ATTORNEY AT LAW
P.O. BOX 693
WALTERBORO, SOUTH CAROLINA
29488-0693

E. W. BENNETT, JR.

148 S. JEFFERIES BLVD.
AREA CODE 843
PHONE 549-9225
FAX 549-8566

September 15, 2008

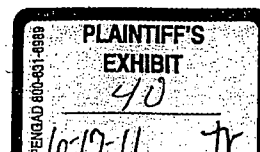
Mrs. Catherine W. Brooks
505 Johnson Avenue
Columbia, SC 29203

Re: Multiple Parcels of Real Estate in Colleton County
TMS No. 195-00-00-155 (9.5 acres)
TMS No. 195-00-00-069 (15.3 acres)
TMS No. 195-00-00-066 (14.5 acres)
TMS No. 195-00-00-130 (2.5 acres)
Attorney File No. 08-3461.abs

Dear Mrs. Brooks:

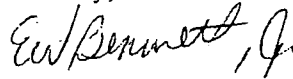
This will confirm that back in 1996, the above described parcels of real estate were conveyed to you by your brother Kenneth R. Walker, to hold in a Constructive Trust to protect such property due to Kenneth's financial situation. Said property was to be deeded back from you to Kenneth at a later time based on the oral agreement entered into between you and Kenneth. Please be advised that I am representing Kenneth R. Walker in regard to the transfer of the above referenced real estate from yourself to Kenneth. I have enclosed the Proposed Deed for you to sign, along with the ledger sheets provided to me in order to determine the amount of money owed to you by Kenneth to be shown as consideration on said Deed. A copy of the check we are holding in escrow is being provided for your review. As soon as we receive the executed Deed, the check will be immediately forwarded to you for payment. We will not record same with the Colleton County Register of Deeds until we have confirmed that you have actually received and have such check in your possession.

Based on information provided by Kenneth, you paid Kenneth's indebtedness to Roy Walker in the sum of \$23,000.00. Jane Ballagh provided a ledger report showing that you repaid Kenneth's indebtedness to her in the sum of \$11,600.00 (Exhibit "A"). The total amount you paid to Roy and Jane is \$34,600.00, PLUS reimbursement of the property taxes you paid on the properties from 1996 to 2007 in the total sum of \$893.87. I am have a ledger kept by Kenneth showing that he repaid you the total amount of \$32,800.00 (Exhibit "B"). Being that is the case, then we calculate that Kenneth owes you \$1,800.00 plus the back taxes you paid for the properties. (For taxes paid by you taken from County records, see Exhibit "C") Kenneth has asked me to submit to you \$2,000.00 plus the back taxes for a total sum of \$2,893.87 which is more than what we have calculated he owes you.



Please review the attached information and return the executed Deed to my office at your earliest convenience. As you are aware, Kenneth is very seriously ill and has been in and out of the hospital, and wishes to take care of this transfer as soon as possible. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "E. W. Bennett, Jr.", written in dark ink.

E. W. Bennett, Jr.,
Attorney at Law

EWBjr/dg
Enclosures: as stated

cc: Kenneth R. Walker

E. W. BENNETT, JR., ATTORNEY PA
CLIENT'S TRUST ACCOUNT
P O BOX 893 PH 843-549-9225
148 SOUTH JEFFERIES BLVD
WALTERBORO, SC 29488

8938
87-08/332

DATE 9-12-08

PAY
TO THE
ORDER OF

Cathleen Brooks

\$ 2,893.87

Two Thousand Eight Hundred Ninety Three ⁸⁷/₁₀₀

DOLLARS



SOUTH CAROLINA
BANK AND TRUST Walterboro, SC

FOR 08-3461cp

Olivia Bennett

⑆008938⑆ ⑆053200983⑆ 890025414⑆

Deed Prepared - Title Not Examined

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON) (GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Catherine W. Brooks (Grantor), in the State aforesaid, for and in consideration of the sum of Two Thousand Eight Hundred Ninety Three and 87/100 (\$2,893.87) Dollars, to me in hand paid at and before the sealing of these presents by Kenneth R. Walker (Grantee) a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, in the State and County aforesaid, the receipt and sufficiency whereof which is hereby expressly acknowledged, have granted, bargained, sold, transferred, conveyed, and released, and by these presents do hereby grant, bargain, sell, transfer, convey, and release unto the said Grantee, Kenneth R. Walker, a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, forever in fee simple, together with every contingent remainder and right of reversion, in and to the following described real property:

EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO

SUBJECT to any and all easements and right-of-ways of record in Colleton County, S.C.; and subject to any and all applicable governmental regulations and zoning or land-use statutes and ordinances.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee, Kenneth R. Walker, a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, forever in fee simple, together with every contingent remainder and right of reversion.

AND I do hereby bind myself and my Heirs, Personal Representatives and Assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee, Kenneth R. Walker, a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, forever in fee simple, together with every contingent remainder and right of reversion, against me and my Heirs, Personal Representatives and Assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal on this the _____ day of September, in the year of our Lord Two Thousand Eight (2008) and in the Two Hundred and Thirty Third (233rd) Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

Witness Number One

Catherine W. Brooks, Grantor

Witness Number Two

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that ___he saw the within named **Grantor, Catherine W. Brooks**, sign, seal and as her act and deed, deliver the within written General Warranty Deed, and that ___he with the other witness witnessed the execution thereof.

Witness Number One

Sworn to before me this
_____ day of September, 2008

_____(L.S.)
Notary Public For South Carolina
My Commission Expires: _____

GRANTEE'S ADDRESSES:

**Kenneth R. Walker
183 Cooks Hill Road
Walterboro, SC 29488**

RETURN ORIGINAL DEED TO: **E.W. Bennett, Jr., Esquire
P.O. Box 693
Walterboro, SC 29488
File No. 08-3461.abs**

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel One: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, about three (3) miles southeast of the Town of Walterboro, containing Two and five-tenths (2.5) acres, more or less, butting and bounding, now or formerly, and measuring, as follows: On the Northeast by lands now or formerly of L. G. Fishburne for a distance of 2,351.1' feet; on the East by an SCE&G right-of-way- for a distance of 48.8' feet; on the Southwest by lands now or formerly of Marshall W. Catterton for a distance of 2,354.9' feet; and on the Northwest by lands now or formerly of Kenneth R. Walker for a distance of 44.2' feet; together with an easement for ingress and egress over and across any easements, oral or written and recorded or unrecorded which the Grantor may possess over the 100.0' foot wide SCE&G right-of way referenced in the above real estate description. Be all the aforesaid distances and measurements, more or less. It is the Grantor's intent that this easement for ingress and egress vest in the Grantee, her heirs and assigns forever, and run with the land. The aforesaid 2.5 acre strip of land formerly being a portion of a tract of land previously designated as Colleton County TMS No: 195-00-00-047.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed to Kenneth Walker by Deed of W. C. Walker dated 10/10/1989 and recorded 7/24/1990 in Colleton County Deed Book 495, at Page 324.

TMS NO: 195-00-00-130 (2.5 acres)

ALSO Parcel Two:: All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, approximately three (3) miles south of the Town of Walterboro, containing Nine and five-tenths (9.5) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by lands now or formerly of Starr Bennett; On the East by lands now or formerly of Kenneth R. Walker; On the South by the right-of-way of S.C. Secondary Road No. S-15-377; and on the West by the right-of-way of S.C. Highway No. 303.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed unto Kenneth Walker by Deed from Colleton County, South Carolina dated and recorded 8/24/1987 in Colleton Deed Book 389, at Page 243; and being the same property previously conveyed to Colleton County, South Carolina by the Master's Deed in regard to and the result of a civil action filed against M.C. Bryant, et. al., which Master's Deed was dated and recorded 3/8/1982 in Colleton County Deed Book 241, at Page 123.

TMS NO: 195-00-00-155 (9.5 acres)

ALSO Parcel Three: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing Three and fifty-two hundredths (3.52) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southeast by lands now or formerly of W. S. Simons and by a forty (40.0') feet wide strip of land reserved and retained for the purpose of providing access, ingress, and egress to the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southwest by a 2.0 acre tract of land now or formerly of Sherman L. McGraw and Geraldine B. McGraw; and on the Northwest by lands now or formerly of F. C. Walker.

Parcel Three being a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by a Deed from his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed from Roy C. Walker dated 12/1/1977 and recorded 12/6/1977 in Colleton County Deed Book 192, at Page 176; and the aforesaid 3.52 acre tract of land is composed of a 5.01 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 10/17/1968 and recorded in Colleton County Deed Book 150, at Page 298, together with a 0.51 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 7/26/1965 and recorded in Colleton County Deed Book 138, at Page 381, LESS, SAVE, AND EXCEPT a 2.0 acre tract of land previously conveyed out of the aforesaid 5.52 acre tract of land by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by his Deed dated 8/14/1973 and recorded in Colleton County Deed Book 172, at Page 139.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO Parcel Four: All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, about three (3) miles South of the Town of Walterboro, containing Eleven (11.0) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by lands now or formerly of F. C. Walker; On the Southeast by lands now or formerly of W. S. Simons; On the Southwest by a 1.838 acre tract of land now of Catherine W. Brooks, and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker; On the West by lands now or formerly of F. C. Walker; and on the Northwest by lands now or formerly of F. C. Walker. The aforesaid property is more fully shown, described, and delineated by reference to an unrecorded Plat thereof prepared by W. Gene Whetsell, R. L. S. No. 3131, dated January 27, 1971.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO Parcel Five: All that certain piece, parcel, lot, or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing One and eight hundred thirty-eight thousandths (1.838) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, and measuring, as follows: On the North-Northeast for a distance of Six Hundred and seven tenths (600.7') feet and being bounded thereon by lands now or formerly of Furman C. Walker; On the East-Southeast for a distance of One Hundred Fifteen and five tenths (115.5') feet and being bounded thereon by the right-of-way of a private road leading to Furman C. Walker's home; On the South-Southwest for a distance of Five Hundred Sixty-Three and five tenths (563.5') feet and being bounded thereon by lands known and designated as the Colleton County Farm; and on the West-Northwest for a distance of One Hundred Fifty-Five and five tenths (155.5') feet and being bounded thereon by lands now or formerly of the Simons Estate.

Parcel Five being a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

ALSO Parcel Six: All that certain piece, parcel, or tract of land, situate, lying and being in Colleton County, South Carolina, in the Ritter School District, containing Fifteen and sixteen hundredths (15.16) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by the run of a creek separating the within tract from lands now or formerly of Bennett and formerly being lands C. B. Simons; On the East by lands now or formerly of F. C. Walker of which lands the within tract was formerly a portion thereof; On the South by the right-of-way of a private road separating the within tract from lands now or formerly of F. C. Walker; and on the West by lands now or formerly of Kenneth R. Walker and by lands now or formerly of Bennett.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

EXECUTION INSTRUCTIONS FOR DEED

PLEASE SIGN YOUR NAME EXACTLY AS TYPED BELOW THE SIGNATURE LINE,
AS THAT IS HOW IT APPEARS ON THE PRIOR DEED GIVING YOU TITLE TO
THE REAL ESTATE.

HAVE ALL PARTIES SIGN IN BLUE INK.

WITNESS ONE IS TO SIGN AT ALL BLUE ARROWS AS INDICATED.

NOTARY PUBLIC IS TO SIGN AT ALL PURPLE ARROWS AS INDICATED.

WITNESS TWO CAN BE THE NOTARY PUBLIC.

NOTARY TO WRITE IN COUNTY OF PROBATE, AND FILL IN NOTARY EXPIRATION
DATE.

IF YOU HAVE ANY QUESTIONS, PLEASE GIVE ME A CALL AT 843-549-9225.

THANK YOU,

DEBBIE GUSLER
REAL ESTATE PARALEGAL

7-8-08

Exhibit "A"

Ken-

This is a copy of my
Ledger Sheets (2) showing
what Catherine paid me.

She started paying me

7-4-2000

Beginning Balance \$ 9,270.10

Interest Paid 2,330.

Total She Paid \$ 11,600.00

I got the last check from
her 2-20-04 I also have
some deeds, mortgages and
plats in my files. I'll bring
these next time I come to
see you.

Hope you're feeling better.

Love you,

fa

Whitner, Kenneth

D. K. Cooks, Catherine - 774-425-2
555 Johnson Ave, Col. SC 29303-3940

mortgage on 9.5 Ac on Corner Hwy 323 & Cooks Hill Rd

2000	Amort. Schedule	Total Payment	Pymt on Interest	Pymt on Principal	Balance
7 4	Brought Forward				9270.00
4	Catsck # 7431	200.00			9070.00
8 4	" # 7458	200.00	92.44	107.56	8962.44
9 1	" # 7506	200.00	89.62	110.38	8852.06
10 4	" # 7524	200.00	88.52	111.48	8740.58
11 4	" # 7540	200.00	87.40	112.60	8628.98
12 5	" # 7557	200.00	86.28	113.72	8515.26
		1200.00	444.26		
2001					
1 2	Catsck # 7564	200.00	85.14	114.86	8399.40
2 4	" # 7576	200.00	83.99	116.01	8283.40
3 6	" # 7588	200.00	82.83	117.17	8166.23
4 7	" # 7605	200.00	81.66	118.34	8047.89
5 23	" # 7616	200.00	80.48	119.52	7928.37
6 30	" # 7643	200.00	79.28	120.72	7807.65
7 11	" # 7696	200.00	78.08	121.92	7685.73
8 9	" # 7670	200.00	76.86	123.14	7562.59
9 5	" # 7686	200.00	75.63	124.37	7438.22
10 5	" # 7700	200.00	74.38	125.62	7312.60
11 5	" # 7635	200.00	73.13	126.87	7185.73
12 4	She Catsck # 7647 6200 - 1 year back	200.00	71.86	128.14	7057.59
		4200.00	1329.17		
2002					
1 2	" # 7712	200.00	70.58	129.42	6928.17
2 6	" # 7718	200.00	69.28	130.72	6797.45
3 25	" # 7733	200.00	67.97	132.03	6665.42
4 23	" # 7743	200.00	66.65	133.35	6532.07
5 16	" # 7752	200.00	65.32	134.68	6397.39
6 3	" # 7761	200.00	63.97	136.03	6261.36
7 4	" # 7789	200.00	62.61	137.39	6123.97
8 1	" # ?	200.00	61.24	138.76	5985.21
9 30	" # 7901	200.00	59.85	140.15	5845.06
10 21	" # 7832	200.00	58.45	141.55	5703.51
11 3	" # 7853	200.00	57.03	142.97	5560.54
12 31	" # 7867	200.00	55.61	144.39	5416.15
1 1	1 year back	200.00	54.16	145.84	5270.31
		4200.00	635.50		

2003 Begin 2003 Total Other Late Pymt Pymt
10% Payments Charges Charges on on Balance
Interest Pr. nc. pay

Brought Forward							444879
1	2 CK# 7900	32	200-		39-	161-	428779
2	5 # 7916	34	200-		39 94	160 06	412793
3	20 # 7925	15	200-		16 96	183 04	394469
3	18 # 7938	26	200-		28 10	171 90	377279
	22 # 7941	4	200-		4 13	195 87	357642
4	9 # 7947	18	200-		17 64	182 36	339456
5	6 # 7962	27	200-		25 11	174 89	321967
6	4 # 7981	29	200-		25 58	174 42	304525
	20 # 7989	16	200-		13 35	186 65	285860
7	22 # 8011	32	200-		25 06	174 94	268366
9	4 # 8042	44	200-		32 35	167 65	251601
10	7 # 8060	33	200-		22 75	177 25	233876
11	7 # 5000	31	200-		19 86	180 14	215862
2	3 # 5022 Return	26	200-	Merry Christmas	15 38	184 62	1974-
	15 # 5026	12	400-		6 49	393 51	1580 49
			320000		331 70	296 83	
			150000		231039		

2004	1	12 CK# 5036	28	40000	12 12	387 88	119261
	1	19 CK# 5041	7	40000	2 29	397 71	79490
	2	13 # 5056	25	400-	5 44	394 56	40034
	3	20 CK# 5062		40000		400-	-0-
			116000		19 85		
					2330 24		

paid in full
 2-20-04

Exhibit "B"

BAL

Kenneth Starting at \$60,000
Kenneth game mt By CUB.

year	Amt.		
2003	4,200		55,800
2004	9,000		46,800
2005 ~~Jan~~	4,500	Thru April Richard Wood	42,300
2005 ~~Feb~~	3,000	thru April Sand	39,300
2005 ~~Mar~~	750	thru May	38,550
2005 June	750	thru June	37,800
2005 July	750		37,050
Aug	750		36,300
Sept 2006	656		35,644
Oct 2006	400	W.B.	35,244
Nov 7 2006	600.00		34,644
3-09-07	444.00	KW Paid cash 200 check 8244	34,200
3-9-07	CWB.	CWB.	CWB 3-9-07
4-6-07	1,000.00	CWB	33,200
4-13-07	600.00	CWB.	32,600 4/13/07
4-19-07	400.00	CWB.	32,200
4-27-07	850.00	CWB.	31,350
9-15-07	600.00	CWB	30,750
3-28-08	600.00	CWB	30,150
5-22-08	500.00	CWB.	29,650
6-26-08	850.00	CWB Paid deposited	28,800
7-3-08	1,400.00	CWB	27,400

+
 4,200.00
 9,000.00
 4,500.00
 3,000.00
 750.00
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 656.00
 400.00
 600.00
 444.00
 200.00
 1,000.00
 600.00
 400.00
 850.00
 600.00
 600.00
 500.00
 850.00
 1,400.00
 32,800.00

Exhibit "C"

According to the Colleton County Treasurer's Tax Records, the taxes paid by Catherine W. Brooks for 1996 to 2007 on the parcels listed below are as follows:

TMS No. 195-00-00-155 (9.5 acres)

1996	\$ 92.52
1997	\$ 92.52
1998	\$107.40
1999	\$125.65
2000	\$ 18.60
2001	\$ 18.24
2002	\$ 19.38
2003	\$ 22.30
2004	\$ 21.79
2005	\$ 17.24
2006	\$ 20.29
2007	\$ 22.33

TOTAL PAID \$ 578.26

TMS No. 195-00-00-066 (14.5 acres)

1996	\$ 23.79
1997	\$ 21.14
1998	\$ 24.85
1999	\$ 24.92
2000	\$ 25.64
2001	\$ 25.17
2002	\$ 26.74
2003	\$ 30.73
2004	\$ 30.05
2005	\$ 23.79
2006	\$ 28.00
2007	\$ 30.79

TOTAL PAID \$ 315.61

TOTAL PAID FOR BOTH PROPERTIES \$ 893.87

LAW OFFICES
E.W. BENNETT, JR., ATTORNEY AT LAW
P.O. BOX 693
WALTERBORO, SOUTH CAROLINA
29488-0693

E. W. BENNETT, JR.

148 S. JEFFERIES BLVD.
AREA CODE 843
PHONE 549-9225
FAX 549-8566

September 26, 2008

Mrs. Catherine W. Brooks
505 Johnson Avenue
Columbia, SC 29203

Re: Multiple Parcels of Real Estate in Colleton County
TMS No. 195-00-00-155 (9.5 acres)
TMS No. 195-00-00-069 (15.3 acres)
TMS No. 195-00-00-066 (14.5 acres)
TMS No. 195-00-00-130 (2.5 acres)
Attorney File No. 08-3461.abs

Dear Mrs. Brooks:

Please be advised that I have been retained by your nephew, Roger W. Walker to assist him with the legal work in regard to his deceased father's assets. As you are aware, Kenneth died on September 20, 2008. Before Kenneth died, he had retained my services to prepare the Deed necessary to reclaim the property that he had previously deeded to you to hold in a Constructive Trust, which property was to be conveyed back to him, the terms of which were set forth in my prior letter to you dated September 15, 2008. As evidenced by the prior Deed I sent to you on September 15, it was your brother's wishes that the property be vested in Roger W. Walker at the time of Kenneth's death. Also, please find enclosed herewith, a revised Deed for you to convey the property referenced hereinabove to Roger W. Walker. Roger has authorized me to offer you the sum of \$28,293.87 to transfer the real estate from yourself to him. That is the sum of \$27,400.00 which is the amount you show due you on your balance sheet (enclosed herewith), and the back taxes you have paid on the real estate in the sum of \$893.87. As soon as you inform our office that you are in agreement with Roger's offer, or if you mail the executed Deed back to my office, Roger has informed me that he will have the funds in my trust account to submit to you for payment within 10 business days. If you mail the Deed to us, we will not record same until we have confirmed that you have actually received and have such check for payment in your possession. Or if you prefer, you could come to our office to sign the Deed and pick up your check at the same time.

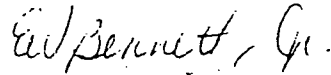
I am also enclosing for your review, "your hand written note", which you wrote on behalf of Kenneth Walker on July 16, 2004, outlining that the money due Kenneth from Larry Herndon would be paid directly to you towards the \$60,000.00 Kenneth owed you, until such time as Kenneth's indebtedness to you was paid in full. At that time, the note states that you would release to Kenneth all the property off Cooks Hill Road, which he had previously deeded to you to be held in a Constructive Trust.



Roger has authorized me to hold his offer open to you for 30 days, after which time, he will proceed with a lawsuit to obtain his father's real estate. It could cost each of you in excess of \$10,000.00 to take this into litigation, and based on your hand written note mentioned herein, the original document which I have in my file, is more than enough evidence to prove that the land was placed with you in trust by Kenneth.

After your review of the enclosed, if you have any questions or concerns, please call my office to discuss same. If you think that Roger's offer is out of line, then please let me know what you would consider fair in order to convey the property to him. Please review the attached information and return the executed Deed to my office at your earliest convenience or call my office to set up a time to come in and sign the Deed and pick up your check. I look forward to hearing from you.

Sincerely,



E.W. Bennett, Jr.,
Attorney at Law

EWBjr/dg

Enclosures: as stated

cc: Roger W. Walker

Kenneth Starting at \$60,000
 Kenneth game mt By CUB.

BAL

year	Amt.		
2003	\$4,200		55,800
2004	9,000		46,800
2005 ~~Feb~~	4,500	thru April Richard Wood	42,300
2005 ~~Feb~~	3,000	thru April Sand	139,300
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2005 June	750	thru June	37,800
2005 July	750		37,050
Aug	750		36,300
Sept 2006	656		35,644
Oct 2006	400	Wood	35,244
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3-9-07	CWB.	CWB.	CWB 3-9-07
4-6-07	1000.00	CWB	33,200
4-13-07	600.00	CWB.	32,600 4/13/07
4-19-07	400.00	CWB.	32,200
4-27-07	850.00	CWB.	31,350
9-15-07	600.00	CWB	30,750
3-28-08	600.00	CWB	30,150
5-22-08	500.00	CWB.	29,650
6-26-08	850.00	CWB Rwd deposited	28,800
7-3-08	1400.00	CWB	27,400

To Whom It May Concern, As of this
date (July 16, 2004) I Kenneth Walker
would like for all the money from
Larry Herndon to be paid to Catherine
W. Brooks until she is paid sixty
thousand dollars. At that time she
is to release to Kenneth Walker all
the property off Cooks Hill Road at
Walterboro, SC. Any money Kenneth
pays Catherine W. Brooks will be
toward the sixty thousand dollars.

Deed Prepared - Title Not Examined

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON) (GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Catherine W. Brooks (Grantor), in the State aforesaid, for and in consideration of the sum of Twenty Eight Thousand Two Hundred Ninety Three and 87/100 (\$28,293.87) Dollars, to me in hand paid at and before the sealing of these presents by Roger W. Walker (Grantee) P.O. Box 1013, Walterboro, SC 29488. in the State and County aforesaid, the receipt and sufficiency whereof which is hereby expressly acknowledged, have granted, bargained, sold, transferred, conveyed, and released, and by these presents do hereby grant, bargain, sell, transfer, convey, and release unto the said Grantee, Roger W. Walker, forever in fee simple, the following described real property:

EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO

SUBJECT to any and all easements and right-of-ways of record in Colleton County, S.C.; and subject to any and all applicable governmental regulations and zoning or land-use statutes and ordinances.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee, Roger W. Walker, forever in fee simple.

AND I do hereby bind myself and my Heirs, Personal Representatives and Assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee, Roger W. Walker, forever in fee simple, against me and my Heirs, Personal Representatives and Assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal on this the ____ day of September, in the year of our Lord Two Thousand Eight (2008) and in the Two Hundred and Thirty Third (233rd) Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

Witness Number One

Catherine W. Brooks, Grantor

Witness Number Two

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that __he saw the within named **Grantor, Catherine W. Brooks**, sign, seal and as her act and deed, deliver the within written General Warranty Deed, and that __he with the other witness witnessed the execution thereof.

Witness Number One

Sworn to before me this
_____ day of September, 2008

_____(L.S.)
Notary Public For South Carolina
My Commission Expires: _____

GRANTEE'S ADDRESSES: **Roger W. Walker**
 P.O. Box 1013
 Walterboro, SC 29488

RETURN ORIGINAL DEED TO: **E.W. Bennett, Jr., Esquire**
 P.O. Box 693
 Walterboro, SC 29488
 File No. 08-3461.abs

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel One: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, about three (3) miles southeast of the Town of Walterboro, containing Two and five-tenths (2.5) acres, more or less, butting and bounding, now or formerly, and measuring, as follows: On the Northeast by lands now or formerly of L. G. Fishburne for a distance of 2,351.1' feet; on the East by an SCE&G right-of-way- for a distance of 48.8' feet; on the Southwest by lands now or formerly of Marshall W. Catterton for a distance of 2,354.9' feet; and on the Northwest by lands now or formerly of Kenneth R. Walker for a distance of 44.2' feet; together with an easement for ingress and egress over and across any easements, oral or written and recorded or unrecorded which the Grantor may possess over the 100.0' foot wide SCE&G right-of way referenced in the above real estate description. Be all the aforesaid distances and measurements, more or less. It is the Grantor's intent that this easement for ingress and egress vest in the Grantee, her heirs and assigns forever, and run with the land. The aforesaid 2.5 acre strip of land formerly being a portion of a tract of land previously designated as Colleton County TMS No: 195-00-00-047.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed to Kenneth Walker by Deed of W. C. Walker dated 10/10/1989 and recorded 7/24/1990 in Colleton County Deed Book 495, at Page 324.

TMS NO: 195-00-00-130 (2.5 acres)

ALSO Parcel Two: All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, approximately three (3) miles south of the Town of Walterboro, containing Nine and five-tenths (9.5) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by lands now or formerly of Starr Bennett; On the East by lands now or formerly of Kenneth R. Walker; On the South by the right-of-way of S.C. Secondary Road No. S-15-377; and on the West by the right-of-way of S.C. Highway No. 303.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed unto Kenneth Walker by Deed from Colleton County, South Carolina dated and recorded 8/24/1987 in Colleton Deed Book 389, at Page 243; and being the same property previously conveyed to Colleton County, South Carolina by the Master's Deed in regard to and the result of a civil action filed against M.C. Bryant, et. al., which Master's Deed was dated and recorded 3/8/1982 in Colleton County Deed Book 241, at Page 123.

TMS NO: 195-00-00-155 (9.5 acres)

ALSO Parcel Three: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing Three and fifty-two hundredths (3.52) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southeast by lands now or formerly of W. S. Simons and by a forty (40.0') feet wide strip of land reserved and retained for the purpose of providing access, ingress, and egress to the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southwest by a 2.0 acre tract of land now or formerly of Sherman L. McGraw and Geraldine B. McGraw; and on the Northwest by lands now or formerly of F. C. Walker.

Parcel Three being a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by a Deed from his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed from Roy C. Walker dated 12/1/1977 and recorded 12/6/1977 in Colleton County Deed Book 192, at Page 176; and the aforesaid 3.52 acre tract of land is composed of a 5.01 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 10/17/1968 and recorded in Colleton County Deed Book 150, at Page 298, together with a 0.51 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 7/26/1965 and recorded in Colleton County Deed Book 138, at Page 381. LESS, SAVE, AND EXCEPT a 2.0 acre tract of land previously conveyed out of the aforesaid 5.52 acre tract of land by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by his Deed dated 8/14/1973 and recorded in Colleton County Deed Book 172, at Page 139.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO Parcel Four: All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, about three (3) miles South of the Town of Walterboro, containing Eleven (11.0) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by lands now or formerly of F. C. Walker; On the Southeast by lands now or formerly of W. S. Simons; On the Southwest by a 1.838 acre tract of land now of Catherine W. Brooks, and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker; On the West by lands now or formerly of F. C. Walker; and on the Northwest by lands now or formerly of F. C. Walker. The aforesaid property is more fully shown, described, and delineated by reference to an unrecorded Plat thereof prepared by W. Gene Whetsell, R. L. S. No. 3131, dated January 27, 1971.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO Parcel Five: All that certain piece, parcel, lot, or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing One and eight hundred thirty-eight thousandths (1.838) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, and measuring, as follows: On the North-Northeast for a distance of Six Hundred and seven tenths (600.7') feet and being bounded thereon by lands now or formerly of Furman C. Walker; On the East-Southeast for a distance of One Hundred Fifteen and five tenths (115.5') feet and being bounded thereon by the right-of-way of a private road leading to Furman C. Walker's home; On the South-Southwest for a distance of Five Hundred Sixty-Three and five tenths (563.5') feet and being bounded thereon by lands known and designated as the Colleton County Farm; and on the West-Northwest for a distance of One Hundred Fifty-Five and five tenths (155.5') feet and being bounded thereon by lands now or formerly of the Simons Estate.

Parcel Five being a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

ALSO Parcel Six: All that certain piece, parcel, or tract of land, situate, lying and being in Colleton County, South Carolina, in the Ritter School District, containing Fifteen and sixteen hundredths (15.16) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by the run of a creek separating the within tract from lands now or formerly of Bennett and formerly being lands C. B. Simons; On the East by lands now or formerly of F. C. Walker of which lands the within tract was formerly a portion thereof; On the South by the right-of-way of a private road separating the within tract from lands now or formerly of F. C. Walker; and on the West by lands now or formerly of Kenneth R. Walker and by lands now or formerly of Bennett.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

LAW OFFICES
E.W. BENNETT, JR., ATTORNEY AT LAW
P.O. BOX 693
WALTERBORO, SOUTH CAROLINA
29488-0693

E. W. Bennett, Jr.

148 S. JEFFERIES BLVD.

AREA CODE 843

PHONE 549-9225

FAX 549-8566

November 13, 2008

Mrs. Catherine W. Brooks
505 Johnson Avenue
Columbia, SC 29203

Re: Multiple Parcels of Real Estate in Colleton County
TMS No. 195-00-00-155 (9.5 acres)
TMS No. 195-00-00-069 (15.3 acres)
TMS No. 195-00-00-066 (14.5 acres)
TMS No. 195-00-00-130 (2.5 acres)
Attorney File No. 08-3461.abs

Dear Mrs. Brooks:

Please find enclosed herewith, a Contract for Sale of Real Estate between yourself, as Seller and Roger W. Walker, as Buyer. Roger has asked me to prepare the contract offering you \$50,000.00 for the subject property. Roger would like to purchase the property, if you are willing to sell same, and the property would be deeded to Roger Wendell Walker, along with his two brothers, Jimmy Ray Walker and Wilson Whitney Walker by you at closing. If you are willing to sell the property as per the contract, please sign the contract and fax the signature page to my office. The closing date of the contract is "on or before November 28, 2008". If you would like to expedite the closing and close prior to that date, please let me or Debbie Gusler in my office know. Once we receive the signed, faxed copy, we could proceed with the closing. After faxing the signature page back, please mail the original signed copy back to me in the self addressed stamped envelope provided for your convenience. I will be going to Columbia one day next week and we could close the transaction there if that would better suit you. If you have any questions, please give me a call. With kind regards, I remain

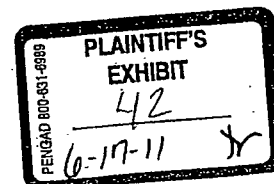
Sincerely,

E.W. Bennett, Jr.

E.W. Bennett, Jr.,
Attorney at Law

EWBjr/dg

Enclosures: as stated



Roger has authorized me to hold his offer open to you for 30 days, after which time, he will proceed with a lawsuit to obtain his father's real estate. It could cost each of you in excess of \$10,000.00 to take this into litigation, and based on your hand written note mentioned herein, the original document which I have in my file, is more than enough evidence to prove that the land was placed with you in trust by Kenneth.

After your review of the enclosed, if you have any questions or concerns, please call my office to discuss same. If you think that Roger's offer is out of line, then please let me know what you would consider fair in order to convey the property to him. Please review the attached information and return the executed Deed to my office at your earliest convenience or call my office to set up a time to come in and sign the Deed and pick up your check. I look forward to hearing from you.

Sincerely,

E.W. Bennett, Jr.,
Attorney at Law

EWBjr/dg
Enclosures: as stated

cc: Roger W. Walker

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

The within legally binding Contract For Sale of Real Estate is hereby made, concluded, and entered into in the State and County aforesaid on this the _____ day of November, 2008, by and between the following named Seller and Buyer:

Seller: Catherine W. Brooks, 505 Johnson Avenue, Columbia, S.C. 29203 and;

Buyer: Roger Wendell Walker, individually and as the Personal Representative for the Estate of Kenneth Ray Walker, P.O. Box 1013, Walterboro, S.C. 29488.

Whereas, on or about 3/19/1996 Kenneth R. Walker a/k/a Kenneth Ray Walker, as Grantor, conveyed the six (6) below-described subject parcels land containing an aggregate total of 43.518 acres, more or less, unto his sister, Catherine W. Brooks, as Grantee, to hold in trust as trustee on behalf of and for the benefit of Kenneth R. Walker and his heirs at law, under the terms and conditions of an oral Constructive Trust Agreement entered into by and between the late Kenneth R. Walker and his sister, Catherine W. Brooks, on or before 3/19/1996 in order to protect and preserve such below-described subject real property due to and as a result of Kenneth R. Walker's health problems, mental condition, and financial situation;

Whereas, under the provisions of the aforesaid oral Constructive Trust Agreement entered into on or before 3/19/1996 the below-described subject real estate was to be held in trust by Catherine W. Brooks, as Trustee on behalf of and for the benefit of her brother, Kenneth R. Walker and his heirs at law, with the express mutual understanding that the Trustee, Catherine W. Brooks, would later execute a Deed transferring and conveying all of the below-described subject real estate back to its original owner, Kenneth R. Walker and/or his heirs at law, upon their subsequent request to do so, but only upon their fulfillment and satisfaction of the agreed and required condition precedent that Catherine W. Brooks, before being obligated to execute such a Deed back to her brother, Kenneth R. Walker and/or his heir at law, must first be fully and completely reimbursed for all monies she paid out in regard to and concerning the below-described subject real estate and for all funds she advanced and disbursed for and on behalf of her brother, Kenneth R. Walker, while she owned such subject real estate;

Whereas, Kenneth Ray Walker died testate on 9/20/2008 leaving as his surviving children and heirs at law and devisees, his three sons, namely, Roger Wendell Walker, Jimmy Ray Walker and Wilson Whitney Walker, with Roger Wendell Walker being duly appointed as the Personal Representative of the Estate of Kenneth Ray Walker, all is more fully shown and reflected by the Estate of Kenneth Ray Walker filed with the Colleton County Probate Court at Estate Case No. 2008-ES-15-226;

Whereas, the undersigned Buyer, Roger Wendell Walker, now wishes to purchase the below-described subject real estate formerly owned by his late father, Kenneth Ray Walker, which subject real estate Kenneth R. Walker previously conveyed on or about 3/19/1996 in trust unto his sister, Catherine W. Brooks, to hold in trust as Trustee on behalf of and for the benefit of Kenneth R. Walker and his heirs at laws under the terms and conditions of the aforesaid oral Constructive Trust Agreement; and the undersigned Buyer now desires to enter into the within Contract for Sale of Real Estate with the Seller in order to have the below-described subject real estate transferred, conveyed, and deeded back unto Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the three (3) surviving children, heirs at law, and devisees of the late Kenneth R. Walker, pursuant to the terms and conditions hereof as stated herein below.

Now, therefore, in consideration of the aforesaid recitals and the mutual promises, covenants, and undertakings expressed herein, the undersigned parties hereto now hereby agree that the Seller shall sell unto the Buyer, and the Buyer shall purchase from the Seller according to the express terms, conditions, and provisions as set forth below, the subject real estate more fully described, as follows:

I. REAL ESTATE SUBJECT TO CONTRACT OF SALE:

a) The real estate ("Property") which is the subject matter of the within Contract for Sale of Real Estate is more fully and particularly described by reference to the legal description as contained and set forth under Exhibit "A" attached hereto and incorporated hereunder by specific reference thereto, and a brief and summary description of the subject parcels of real estate is set forth, as follows:

Brief Property Description:

Parcel One: 2.5 acres, more or less, together with all other buildings and improvements thereon situate about three (3) miles Southeast of Walterboro, in Colleton County, South Carolina. Bearing TMS No. 195-00-00-130.

Parcel Two: 9.5 acres, more or less, together with all other buildings and improvements thereon situate about three (3) miles Southeast of Walterboro, in Colleton County, South Carolina. Bearing TMS No. 195-00-00-155.

Parcel Three: 3.52 acres, more or less, together with all other buildings and improvements thereon situate in the Ritter School District, in Colleton County, South Carolina. Bearing TMS No. 195-00-00-066 (Portion of 14.52 acres)

Parcel Four: 11.00 acres, more or less, together with all other buildings and improvements thereon situate about three (3) miles Southeast of Walterboro, in Colleton County, South Carolina. Bearing TMS No. 195-00-00-066 (portion of 14.52 acres)

Parcel Five: 1.838 acres, more or less, together with all other buildings and improvements thereon situate about three (3) miles Southeast of Walterboro, in Colleton County, South Carolina. Bearing TMS No. 195-00-00-069 (Portion of 16.998 acres)

Parcel Six: 15.16 acres, more or less, together with all other buildings and improvements thereon situate about three (3) miles Southeast of Walterboro, in Colleton County, South Carolina. Bearing TMS No. 195-00-00-069 (Portion of 16.998 acres)

II. PURCHASE PRICE:

The total amount of the purchase price to be paid in consideration of and for the above-described property and premises is **\$50,000.00** which said sum shall be timely and fully paid by the Buyer unto the Seller in cash or certified funds or its equivalent on or before the closing deadline herein of 11/28/2008. No earnest money down payment or deposit shall be required of the Buyer by the Seller herein.

III. EFFECTIVE DATE OF CONTRACT:

The effective date of the within Contract For Sale of Real Estate shall be the latest date of the signing and execution of the within Contract by either the Seller or Buyer; and this Contract shall not be considered to be in full force and effect until such time as it is duly and properly executed by the Seller and faxed by the Seller to Buyer's Closing Attorney herein, E. W. Bennett, Jr., Esquire, of Walterboro, S.C., at Fax No. (843) 549-8566.

IV. CLOSING DATE AND PLACE:

The closing of this Contract, unless hereafter further extended by mutual written agreement of both the Seller and the Buyer herein, shall occur and take place on or before 11/28/2008, and such closing shall be held either at the law office of the Closing Attorney herein, E.W. Bennett, Jr., located at 148 S. Jefferies Blvd, Walterboro, SC 29488, or if the Seller prefers for the sake of convenience such closing may alternatively take place at the law offices of Lee, Eadon, Isgett, Popwell, and Reardon Attorneys at Law located at 1314 Lincoln Street, Columbia, S.C. 29202, or at such other place or time as the parties hereto may hereafter mutually agree and designate. The closing herein shall be deemed to occur upon the Seller's execution of a General Warranty Deed conveying the subject real estate unto Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the three (3) surviving children, heirs at law, and devisees of the late Kenneth R. Walker, in consideration of the full payment by or on behalf of the Buyer unto the Seller of the aforesaid purchase money proceeds in the total sum of \$50,000.00 in a prompt and timely manner and in all respects as agreed and set forth herein. The date for the Closing herein is called the Closing Date. If the Seller so prefers to expedite the closing hereof, the Buyer can be ready to close this real estate sale transaction within three (3) business days after the receipt by the Buyer's aforesaid Closing Attorney herein by fax transmission from the Seller of a legible copy of such contract properly executed by the Seller along with a written notice stating that the Seller wishes to close under such contract within three (3) business days of the fax transmission thereof to the Buyer's Closing Attorney herein. At the closing herein, the Seller shall execute a General Warranty Deed in favor of Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the three (3) surviving children, heirs at law, and devisees of the late Kenneth R. Walker, conveying good, clear, insurable, and marketable fee-simple title to the subject real estate. At the Closing hereof, the undersigned parties hereto shall pay all such closing costs in connection herewith as set forth herein below. It is mutually agreed and understood by the Buyer and Seller that time is of the essence in regard to the Closing herein.

V. CLOSING COSTS:

(A.) Seller's Closing Costs: The only closing costs that the Seller shall be liable and responsible for paying hereunder shall be the full payment and satisfaction of all mortgage liens, judgment liens, federal tax liens, state tax liens, mechanic liens, and all other liens, if any, placed upon or attaching to and encumbering the above-described subject real estate during the time that the Seller owned the fee-simple title thereto from 3/19/1996 until the date of the closing hereof

(B.) Buyer's Closing Costs: The Buyer shall be solely liable and responsible for the payment of any and all other closing costs, fees, and expenses associated herewith, including, but not limited to, the following items: All document preparation fees, Deed Stamps, CL-100 Wood Infestation Report/Termite Letter; Inspection Fees; Attorneys fees for title examination and certification, abstractor fees & costs, title insurance premiums & binders, surveyor fees, appraisal fees, inspection fees, lender fees, and Deed, Plat, Mortgage, Partial Release, and Satisfaction recording fees, and all other recording and transfer fees associated herewith.

VI. PROPERTY TAXES:

Property taxes and assessments will not be pro-rated at the closing hereof. The Buyer shall be solely liable and responsible for the payment of the 2008 Colleton County Real Estate Taxes and Assessments levied against the above-described subject real estate and for all tax years thereafter; and the Buyer shall hold and save the Seller fully and completely harmless therefrom.

VII. INSPECTION OF REAL PROPERTY:

It is the responsibility of the Buyer if he so desires to have all buildings situate on the above-described subject real estate inspected for possible defects and structural problems by a certified home inspector or licensed building or specialty contractor, and in which to have the subject property inspected to determine the elevation, grade, and topography of same and to conduct any engineering and/or soil boring tests as the Buyer deems necessary in order to determine the usability and possible contamination of the subject property and whether or not same is wetlands.

VIII. INGRESS AND EGRESS:

Seller makes no warranties, covenants, representations, or certifications unto Buyer as to whether there is adequate public road and highway access, ingress, and egress to the subject real estate sufficient for the intended use thereof.

IX. ASSIGNMENT OF CONTRACT:

There shall be no assignments of this Contract of Sale by either the Seller or the Buyer hereto.

X. MARKETABLE FEE-SIMPLE TITLE:

Seller shall convey good marketable and insurable fee-simple title to the subject real estate unto Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the three (3) surviving children, heirs at law, and devisees of the late Kenneth R. Walker by the execution of a General Warranty Deed at closing free and clear from any and all liens, defects, encumbrances, and clouds on title, whatsoever, save and except those that Buyer expressly agrees to take title subject to, specifically designated, as follows: (1) All existing zoning ordinances, governmental regulations, and any other applicable land-use restrictions and statutes; (2) The Restrictive Covenants and Conditions controlling the particular Subdivision; (3.) All Easements, Right-of-Ways, Setback Lines, and any other matters as shown on the existing Plat(s) of the subject property, save and except encroachments; (4.) Public utility easements of record; (5.) Real Property Taxes and Assessments for year of closing and subsequent years; and (6.) Any Purchase money mortgages and/or assumed mortgages. If Seller is unable to convey good, clear, marketable, and insurable title as set forth above within the contract closing deadline, then in such event, Buyer(s) shall have the option of terminating this Contract by giving the Seller written notice of such intent, in which case the Seller shall within Thirty (30) days of the receipt of such written notice fully refund unto Buyer(s) their earnest money down payment made herein.

XI. OCCUPANCY & POSSESSION OF SUBJECT PREMISES:

Seller agrees to deliver possession and occupancy of the subject premises at time of closing unless otherwise specified below.

XII. RECOVERY OF ATTORNEY FEES AND COSTS OF LITIGATION:

In connection with any subsequent litigation, including appellate court proceedings, arising out of and in regard to this Contract, the prevailing party therein shall be entitled to recover from the losing party therein the prevailing party's reasonable attorney's fees and costs incurred herein.

XIII. BUYER'S REMEDIES UPON SELLER'S DEFAULT:

If the Seller subsequently defaults on this Contract and fails to close hereunder for any reason, save and except Buyer's default, or the failure of Buyer to satisfy any of the conditions precedent to Seller's obligations, as set forth herein, then in such event: (I) The Buyer may enforce this Contract by filing a specific performance lawsuit against the Seller in a court of competent jurisdiction and in such action shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Property; and/or (ii) The Buyer may file suit against the Seller for breach of contract to recover all such actual and consequential damages suffered by Buyer as a direct result thereof; and/or (iii) The Buyer may declare a default and demand in writing a full refund from Seller of the earnest money down payment. All rights, powers, options or remedies afforded to Buyer either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or as otherwise afforded by law.

XIV. SELLER'S REMEDIES UPON BUYER'S DEFAULT:

If the Buyer subsequently defaults on this Contract and fails to close hereunder for any reason, save and except default by Seller, or the failure of Seller to satisfy any of the conditions precedent to Buyer's obligations, as set forth herein, then in such event: (I) The Seller may enforce this Contract by filing a specific performance lawsuit against the Buyer in a court of competent jurisdiction and in such action shall have the right to recover damages suffered by Seller by reason of the delay in the sale of the Property; and/or (ii) The Seller may file suit against the Buyer for breach of contract to recover all such actual and consequential damages suffered by Seller as a direct result thereof, including, but not limited to, lost profits; and/or (iii) The Seller may declare a default and notify Buyer in writing that Seller intends to retain the entire amount of Buyer's earnest money down payment herein as liquidated damages due to Buyer's breach of contract. All rights, powers, options or remedies afforded to Seller either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or as otherwise afforded by law.

XV. PERSONS BOUND BY CONTRACT AND LEGAL NOTICES:

This Contract shall bind and inure to the benefit of all of the undersigned parties hereto and their respective heirs, assigns, personal representatives, and successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Legal notices given by or to the attorney for either party shall be as effective as if given by or to said party.

XVI. PENDING LAWSUITS AND LITIGATION:

Seller warrants and represents unto the Buyer that there are no quiet title suits or boundary line dispute lawsuits or condemnation actions or proceedings pending or filed in Colleton County, South Carolina regard to or pertaining to concerning or affecting in any way or manner the above-described subject real estate or any portion thereof,

XVII. SURVIVAL OF CONTRACT TERMS:

The terms, conditions, provisions, representations, and warranties set forth in this Contract shall be continuing in nature and shall be true and correct on and as of the closing date with the same force and effect as if made at that time, and all of such terms, conditions, provisions, warranties, and representations, of whatsoever type, kind, or nature, shall survive the closing hereof.

XVIII. OTHER AGREEMENTS & MODIFICATIONS:

No prior or contemporaneous agreements or representations shall be binding upon any of the Parties hereto unless, save, and except incorporated into this Contract. No modifications, revisions, amendments, or changes to this Contract shall be valid or binding upon the undersigned Parties hereto, unless and except such is reduced to writing and executed by all parties hereto.

XIX. NO BROKERS OR REALTORS:

The Seller and the Buyer each represent to the other that they have not entered into an agreement which might result in the obligation to pay a real estate sales or brokerage commission as to this transaction, and each agrees to indemnify and hold the other completely harmless therefrom.

XX. SPECIAL CONDITIONS AND CONTINGENCIES TO CLOSE ON CONTRACT:

- A. The closing herein is contingent upon the undersigned parties hereto terminating, releasing, and dismissing with prejudice any and all pending civil law suits and criminal warrants and indictments of any type, kind, or nature against one another in any way or manner relating to or pertaining to or concerning the above-described subject real property, and in relation to any debt formerly owed or claimed to be due and owing unto Catherine W. Brooks by the undersigned Buyer and/or the late Kenneth R. Walker, and/or any of his surviving heirs at law.
- B. The closing herein is contingent upon the undersigned parties agreeing not to file any future civil lawsuits or criminal warrants or charges of any type, kind, or nature against one another relating to or pertaining to or concerning in any way or manner to the above-described subject real estate and in relation to any debt formerly owed or claimed to be due and owing unto Catherine W. Brooks by the undersigned Buyer and/or the late Kenneth R. Walker, and/or any of his surviving heirs at law.
- C. The closing and consummation of the Real Estate Sale Transaction as contemplated under this Contract for Sale of Real Estate shall fully, finally, and completely settle and resolve and end any and all civil and criminal matters and issues now pending or which may hereafter arise by and between the undersigned Seller and Buyer hereto and/or any of the surviving heirs at law of the late Kenneth R. Walker, in any way or manner relating or pertaining to or concerning the above-described subject real estate.
- D. That the General Warranty Deed to be executed by the Seller, Catherine W. Brooks, on or before the closing hereof to take place on or before 11/30/2008 shall name and list the Grantees thereunder, as follows: Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the three (3) surviving children, heirs at law, and devisees of the late Kenneth R. Walker.

IN WITNESS WHEREOF, this Contract for Sale of Real Estate has been duly executed by the undersigned Buyer in Colleton County, South Carolina, on this the _____ day of November, 2008.

Witnesses As To Buyer:

First Witness

Roger Wendell Walker, individually and as
the Personal Representative of the Estate of
Kenneth Ray Walker (Buyer)

Second Witness

STATE OF SOUTH CAROLINA)

P R O B A T E

COUNTY OF COLLETON)

PERSONALLY appeared before me the undersigned First Witness and made oath that _____ he saw the within named **Buyer, Roger Wendell Walker, individually, and as the Personal Representative of the Estate of Kenneth Ray Walker**, sign, seal and as his act and deed, deliver the within written Contract for Sale of Real Estate, and that _____ he with the aforesaid Second Witness witnessed the execution thereof.

First Witness Signature

Sworn to before me this
_____ day of November, 2008

_____(L.S.)
Notary Public For South Carolina

My Commission Expires: _____

IN WITNESS WHEREOF, this Contract for Sale of Real Estate has been duly executed by the undersigned Seller in the State of South Carolina on this the _____ day of November, 2008.

First Witness

Catherine W. Brooks, Seller

Second Witness

STATE OF SOUTH CAROLINA)

COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned First Witness and made oath that _____ he saw the within named **Seller, Catherine W. Brooks**, sign, seal and as her act and deed, deliver the within written Contract for Sale of Real Estate and that _____ he with the aforesaid Second Witness witnessed the execution thereof.

First Witness Signature

Sworn to before me this
_____ day of November, 2008

Notary Public For South Carolina (L.S.)

My Commission Expires: _____

EXHIBIT "A" - LEGAL DESCRIPTION FOR CONTRACT FOR SALE OF REAL ESTATE:

All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, about three (3) miles southeast of the Town of Walterboro, containing Two and five-tenths (2.5) acres, more or less, butting and bounding, now or formerly, and measuring, as follows: On the Northeast by lands now or formerly of L. G. Fishburne for a distance of 2,351.1' feet; on the East by an SCE&G right-of-way- for a distance of 48.8' feet; on the Southwest by lands now or formerly of Marshall W. Catterton for a distance of 2,354.9' feet; and on the Northwest by lands now or formerly of Kenneth R. Walker for a distance of 44.2' feet; together with an easement for ingress and egress over and across any easements, oral or written and recorded or unrecorded which the Grantor may possess over the 100.0' foot wide SCE&G right-of way referenced in the above real estate description. Be all the aforesaid distances and measurements, more or less. It is the Grantor's intent that this easement for ingress and egress vest in the Grantee, her heirs and assigns forever, and run with the land. The aforesaid 2.5 acre strip of land formerly being a portion of a tract of land previously designated as Colleton County TMS No: 195-00-00-047.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed to Kenneth Walker by Deed of W. C. Walker dated 10/10/1989 and recorded 7/24/1990 in Colleton County Deed Book 495, at Page 324.

TMS NO: 195-00-00-130 (2.5 acres)

ALSO: All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, approximately three (3) miles south of the Town of Walterboro, containing Nine and five-tenths (9.5) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by lands now or formerly of Starr Bennett; On the East by lands now or formerly of Kenneth R. Walker; On the South by the right-of-way of S.C. Secondary Road No. S-15-377; and on the West by the right-of-way of S.C. Highway No. 303.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed unto Kenneth Walker by Deed from Colleton County, South Carolina dated and recorded 8/24/1987 in Colleton Deed Book 389, at Page 243; and being the same property previously conveyed to Colleton County, South Carolina by the Master's Deed in regard to and the result of a civil action filed against M.C. Bryant, et. al., which Master's Deed was dated and recorded 3/8/1982 in Colleton County Deed Book 241, at Page 123.

TMS NO: 195-00-00-155 (9.5 acres)

ALSO: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing Three and fifty-two hundredths (3.52) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southeast by lands now or formerly of W. S. Simons and by a forty (40.0') feet wide strip of land reserved and retained for the purpose of providing access, ingress, and egress to the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southwest by a 2.0 acre tract of land now or formerly of Sherman L. McGraw and Geraldine B. McGraw; and on the Northwest by lands now or formerly of F. C. Walker.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by a Deed from his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed from Roy C. Walker dated 12/1/1977 and recorded 12/6/1977 in Colleton County Deed Book 192, at Page 176; and the aforesaid 3.52 acre tract of land is composed of a 5.01 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 10/17/1968 and recorded in Colleton County Deed Book 150, at Page 298, together with a 0.51 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 7/26/1965 and recorded in Colleton County Deed Book 138, at Page 381, LESS, SAVE, AND EXCEPT a 2.0 acre tract of land previously conveyed out of the aforesaid 5.52 acre tract of land by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by his Deed dated 8/14/1973 and recorded in Colleton County Deed Book 172, at Page 139.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO: All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, about three (3) miles South of the Town of Walterboro, containing Eleven (11.0) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by lands now or formerly of F. C. Walker; On the Southeast by lands now or formerly of W. S. Simons; On the Southwest by a 1.838 acre tract of land now of Catherine W. Brooks, and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker; On the West by lands now or formerly of F. C. Walker; and on the Northwest by lands now or formerly of F. C. Walker. The aforesaid property is more fully shown, described, and delineated by reference to an unrecorded Plat thereof prepared by W. Gene Whetsell, R. L. S. No. 3131, dated January 27, 1971.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO: All that certain piece, parcel, lot, or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing One and eight hundred thirty-eight thousandths (1.838) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, and measuring, as follows: On the North-Northeast for a distance of Six Hundred and seven tenths (600.7') feet and being bounded thereon by lands now or formerly of Furman C. Walker; On the East-Southeast for a distance of One Hundred Fifteen and five tenths (115.5') feet and being bounded thereon by the right-of-way of a private road leading to Furman C. Walker's home; On the South-Southwest for a distance of Five Hundred Sixty-Three and five tenths (563.5') feet and being bounded thereon by lands known and designated as the Colleton County Farm; and on the West-Northwest for a distance of One Hundred Fifty-Five and five tenths (155.5') feet and being bounded thereon by lands now or formerly of the Simons Estate.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

ALSO: All that certain piece, parcel, or tract of land, situate, lying and being in Colleton County, South Carolina, in the Ritter School District, containing Fifteen and sixteen hundredths (15.16) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by the run of a creek separating the within tract from lands now or formerly of Bennett and formerly being lands C. B. Simons; On the East by lands now or formerly of F. C. Walker of which lands the within tract was formerly a portion thereof; On the South by the right-of-way of a private road separating the within tract from lands now or formerly of F. C. Walker; and on the West by lands now or formerly of Kenneth R. Walker and by lands now or formerly of Bennett.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

Money for Bridge

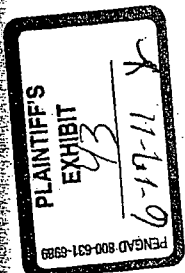
Total
\$52181

3-28-96	Motor Trans	5,000
4-2-96	Bearings SHAFT 2049 Belts	1,500
4-9-96	trip to chas	100
4-4-96	BOBBY & Buck Frame	2000
4-11-96	Labor iron Welding	1400
4-23-96	Buck Rent Torch	1500
5-3-96	Roy Paid Buck	400
6-3-96	HARRY McMillian	2100
7-18-96	CASH K.W.	1200
8-22-96	Pump	5000
8-24-96	Cats money	500
8-22-96	Harry Smith Elec	1500
8-22-96	DHEC Permit	500
	CAT Money Sold Roy Tractor on Bill	2500 plus Roy
	Misc Labor Parts	
10-25-96	K.W. from Bank	250
10-28-96	KW from Helen	100
10-29-96	K.W. Cat	100
9-6-93	Allied Steel Chas.	348
8-22-96	Cats money cash	500
	Cola Supply	588
5-5-95	Cash K.W.	500
1-25-96	Cash KW	150
3-19-96	Arbun Bridge	160
9-18-02	Ben Sapp	160
1-25-97	K.W. Cash	150
11-6-96	Cummings OIL	75
	Light Bill Spring 94 thru July 97 Approx	1800
	Telephone same time Approx	1100
	Plus All County Taxes Approx	2000
	Back	

June 17,000

Credit Card Approx 2000

NEXT Page (over)



9-15-96 Ck from John W. 617.67

Artie Cashier at Wachovia Always
let K.W. get money from Cat's acc.

8-4-08

Kenneth, hope you are feeling better.
This is a copy of where your money went.

Palmetto Rural Telephone \$50.00

Comcast Cable Bill 48.62

SCE + D 191.00

Hidts Pharmacy 189.05

Kenneth Walker 550.00

total \$1,028.67

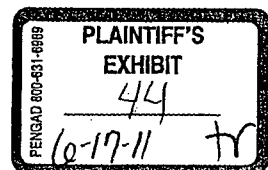
Left in Bank 4.05

If you would rather some-one else
take care of this, just let me know.

Love,

Catherine

The Check was \$1,001.00



October 26, 1999

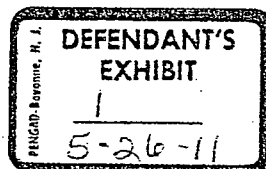
Received from Catherine Brooks

Five thousand dollars

(\$5,000.00) for Kenneth

Walker

Jan WB



1687 BK: 01168 PG: 0 197

SAT.

SAT.

Doc# 1687 SAT
Filed & Recorded
03/10/2004 01:28:32PM
Patricia C. Grant
Clerk of Court

FILE No. A-057-96

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

0008245 BK: 0740 Pg: 0010
MORTGAGE NEREDY
I, Patricia C. Grant, FULL CLERK OF COURT
AUTHORIZED TO SATISFY SAME
OF RECORD.

WITNESS

SIGNED

WITNESS

MORTGAGE DATE

REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Deliver to: CATHERINE W BROOKS
505 JOHNSON AVENUE
COLUMBIA S C 29203

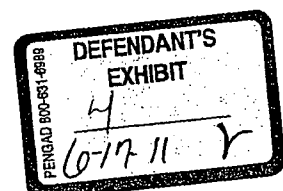
IN THE STATE AFORESAID - SEND GREETING:

03/10/2004

WHEREAS I said Catherine W. Brooks (Hereinafter also styled the mortgagor)
in and by my certain note or obligation bearing even date herewith, stand firmly held and bound unto
Roy C. Walker, Rt. 2 Box 969, Cottageville, South Carolina 29435
(hereinafter also styled the mortgagee), in the sum of TWENTY THOUSAND AND NO/100
(\$20,000.00) Dollars, as evidenced by and according to the terms and conditions of a Promissory
Note of even date herewith, as in and by the said Note and Condition(s) thereof, reference being
thereunto had, will more fully appear.

NOW, KNOW ALL MEN that the said Catherine W. Brooks in consideration of the
said debt, and for the better securing the payment thereof, according to the conditions of the said
Note, which with all its provisions is hereby made a part hereof; and also in consideration of Three
Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the
sealing and delivery of these Presents, 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
Roy C. Walker, his heirs and assigns.

All that certain piece, parcel or tract of land situate,
lying and being about three (3) miles Southeast of the
Two of Walterboro, in the County of Colleton, State of
South Carolina, containing two and five-tenths (2.5)
acres, more or less, and measuring and bounded as
follows: On the Northeast by lands of L. G. Fishburne
for a distance of Two Thousand Three Hundred Fifty-One
and One-Tenth (2,351.1') feet; on the East by an SCE&G
right-of-way for a distance of Forty-eight and Eight
Tenths (48.8') feet; on the Southwest by lands of
Marshall W. Catterton for a distance of Two Thousand
Three Hundred Fifty-four and Six-tenths (2,354.6') feet;
on the Northwest by lands of Kenneth Walker for a
distance of Forty-four and two-tenths (44.2) feet,
together with an easement for ingress and egress over and
across any easements, oral, written, recorded or
unrecorded which I may possess over the one hundred



(100') foot SCE&G right-of-way easement for ingress and egress vest in Kenneth Walker, his heirs and assigns forever, and run with the land. This strip formerly being a part of TMS Parcel #195-00-00-047.

ALSO: All that certain piece, parcel or tract of land situate, lying and being approximately 3 miles South of the Town of Walterboro, County of Colleton, State of South Carolina, containing Nine and Five Tenths (9.5) acres, more or less, and being designated as Parcel 107 on Tax Map 195, records of the Colleton County Assessor. Said 9.5 acre tract is bounded as follows: North by lands of Starr Bennett; East by lands of Kenneth Walker; South by S.C. Road S0150377; and West by S. C. Highway 303.

ALSO: All that certain piece, parcel or tract of land in Ritter School District, County of Colleton, State of South Carolina, measuring and containing 3.52 acres, more or less, bounded as follows, to-wit: On the Northeast by the tract below described; on the Southeast by lands of Simons and by a forty (40') foot strip retained for access to the tract below described; on the Southwest by lands, now or formerly, of McGraw; and on the Northwest by lands, now or formerly, of F. C. Walker.

The above tract is composed of a five and one-hundredths (5.01) acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 17 October 1968, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 150, at page 298, and a fifty-one hundredths (.51) of an acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 26 July 1965, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 138 at page 381, SAVING AND EXCEPTING, a 2 acre tract conveyed by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by deed dated 14 August 1973, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 172 at Page 139.

ALSO: All that certain piece, parcel or tract of land, situate, lying and being about three (3) miles South of the City of Walterboro, in the County of Colleton, State of South Carolina, containing eleven (11) acres, more or less, and bounded, now or formerly, as follows, to-wit: On the Northeast by lands of F. C. Walker; on the Southeast by lands of W.S. Simons; on the Southwest by Parcel No. 1 about described; and on the West and Northwest by lands of F. C. Walker; as reference to a plat prepared by W. Gene Whetsell, R.L.S., dated 27 January 1971, will more fully show.

This being the same tracts of land conveyed to Catherine W. Brooks by deed of Kenneth R. Walker dated 19th March 1996 and recorded 19 March 1996 in Deed Book 717 at Page 129 in the Office of the Clerk of Court for Colleton County, South Carolina.

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 unto the said Mortgagee, its heirs, successors and assigns forever.

AND Mortgagor do(es) hereby bind Mortgagor's heirs, successors, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee, mortgagee's heirs, successors, and assigns, from and against Mortgagor and Mortgagor's heirs, successors, executors and administrators and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED by and between the parties hereto, that the said mortgagor, mortgagor's heirs, successors, executors or administrators, shall keep the buildings erected, or to be erected on said premises; insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the value of the buildings in such company as shall be approved by the said mortgagee, and shall deliver the policy to the said mortgagee, and in default thereof, the said mortgagee, mortgagee's heirs, successors, or assigns, may effect such instance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said mortgagee, mortgagee's heirs, successors, or assigns shall be entitled to receive from the aggregate of the insurance monies to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor, mortgagor's heirs, successors, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, mortgagee's heirs, successors, or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the parties, that upon any default being made in the payment of the interest on said Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, mortgagee's heirs, successors, or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless the aid taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secured, shall forthwith become due at the option of the said mortgagee, mortgagee's heirs, successors, or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties that, should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said mortgagee, mortgagee's heirs, successors, or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said

premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

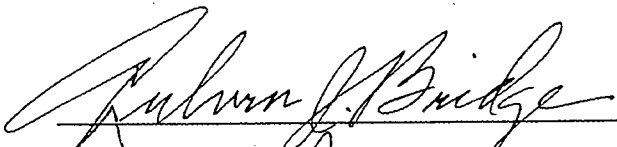
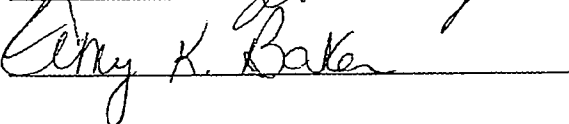
AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, mortgagee's heirs, successors or assigns, including a reasonable counsel fee (of not less than fifteen per cent, of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, mortgagor's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said mortgagee, mortgagee's certain attorneys, heirs, successors or assigns, the said debt with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, mortgagee's heirs, successors or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS Mortgagor's Hand and Seal, this 28th day of NOVEMBER in the year of our Lord one thousand nine hundred and ninety-six and in the two hundred and twenty-first year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Catherine W. Brooks (L.S.)
 Catherine W. Brooks

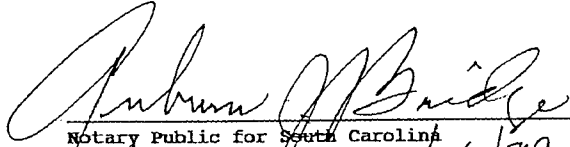
STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

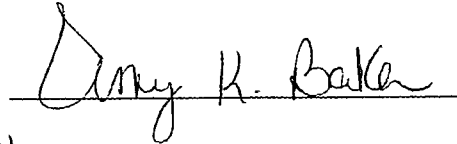
BEFORE ME personally appeared the undersigned witness and made oath that (s)he saw the within named Mortgagor sign, seal, and as Mortgagor's act and deed, deliver the within written Mortgage; and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Sworn to before me this

28th day of November A.D. 1997



Notary Public for South Carolina (L.S.)
My Commission Expires 6/26/99



THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM COLLETON COUNTY
COURT OF COMMON PLEAS

R. Thayer Rivers, Jr., Special Referee

Case No. 2009-CP-15-01148

Roger Wendell Walker, as the Personal Representative of the Estate
of Kenneth Ray Walker and individually as a surviving child and
Devisee of the Decedent, Kenneth Ray Walker (d/o/d 9/20/2008),
Jimmy Ray Walker, and Wilson Whitney Walker as surviving
children and Devisees of the Decedent, Kenneth Ray Walker, who
died testate on 9/20/2008, ... Respondents,

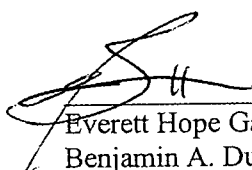
v.

Catherine W. Brooks, ... Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be
included by any of the parties and not any other material.

May 3, 2012


Everett Hope Garner &
Benjamin A. Dunn, II
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PLANE & GARNER
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Columbia, SC 29201
(803) 765-2968
Attorneys for Appellant