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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

The Honorable Frank R. Addy, Jr, Circuit Court Judge

Appellate Case No. 2025-001945

Lower Court Case No. 2023-CP-24-00800

The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative,
J. Kershaw Spong.....Appellant,

v.

Anderson Family Properties of Greenwood, LLC.....Respondent.

RECORD ON APPEAL

Benjamin R. Gooding
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Counsel for Respondent

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NO. 2023CP2400800

ESTATE OF HERBERT ANDERSON, JR.

ANDERSON FAMILY PROPERTIES,
LLC.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order attached) Statement of Judgment by the Court:

THIS MATTER ORIGINALLY CAME BEFORE THE COURT on February 10, 2025 for a virtual WebEx hearing on Defendant’s motion to dismiss pursuant to Rule 12(b)(6). Plaintiff was represented by Ben Gooding, Esq., Defendant was represented by Sarah Timmons, Esq., and the Buchanan Trust was represented by Rick Gleissner, Esq. The Court issued a Form-4 order dated April 8, 2025 granting Defendant’s motion. Plaintiff timely moved to reconsider on April 18, 2025 and filed a memorandum in support on June 25, 2025. Defendant’s memorandum was filed June 30, 2025.

Having given due and careful consideration to the memoranda filed in support of and opposition to Plaintiff’s motion, and fully reconsidered the Court’s prior ruling, the Court declines to alter or amend the order of April 8, 2025.

It is so ORDERED.

ORDER INFORMATION

This order ends does not end the case.
SCRPC Form 4C (02/2017)

Additional Information for the Clerk :

ELECTRONICALLY FILED - 2025 Sep 16 4:00 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

<u>s/ Frank R. Addy, Jr.</u>	<u>2159</u>	<u>9/16/2025</u>
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Ben Gooding, Esq.
Rick Gleissner, Esq.

Sarah Timmons, Esq.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: No hearing held. Motion decided on written motions.

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.



Greenwood Common Pleas

Case Caption: Herbert Rivers Anderson Jr , plaintiff, et al VS Anderson Family Properties Of Greenwood, Llc
Case Number: 2023CP2400800
Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2025-09-16 15:51:17 page 3 of 3

ELECTRONICALLY FILED - 2025 Sep 16 4:00 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

ROA 004

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NO. 2023CP2400800

ESTATE OF HERBERT ANDERSON, JR.

ANDERSON FAMILY PROPERTIES,
LLC.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order attached) Statement of Judgment by the Court:

THIS MATTER CAME BEFORE THE COURT on February 10, 2025 for a virtual WebEx hearing on Defendant’s motion to dismiss pursuant to Rule 12(b)(6). Plaintiff was represented by Ben Gooding, Esq., Defendant was represented by Sarah Timmons, Esq., and the Buchanan Trust was represented by Rick Gleissner, Esq. The Court finds as follows:

This case concerns two notes dated March 22, 2012 and July 2, 2014. Plaintiff transferred real estate to Defendant and took in return these notes. No payment was ever made on these notes. The March 22, 2012 note specifically states that the obligation to repay began on March 24, 2012, and the July 2, 2014 note similarly states that the repayment obligation began on August 2, 2014. Both notes contemplate that, beginning on March 24, 2012 and August 2, 2014 respectively, upon sale of lots which were transferred to Defendant in consideration of the notes, payment of 75% of the proceeds from such a sale is required. With regard to the 2012 note, lots were sold in 2012-2015, and with regard to the 2014 note, lots were sold in 2014-2016. Again, no payment was ever made on these notes, and Herbert Anderson passed away on November 2, 2018.

Pursuant to the express terms of the notes, the triggering event (post March 24, 2012 and August 2, 2014) which required repayment under each note was the sale of any lot exchanged for that respective note. Clearly, an action on either note would be barred three (3) years after a sale takes place, and the earliest sale for each note occurred the same year as the notes were executed. Accordingly, with respect to the 2012 note, because sales of lots took place that same year, the statute of limitations ran on that note sometime in 2015. Similarly, with respect to the 2014 note, because lots were also sold in 2014, the statute of limitations ran on that note sometime in 2017.

The Court has considered Plaintiff's argument that the notes in question are demand notes. However, by their express terms, they simply are not. Both notes contain a specific date after which repayment is required upon the sale of any lot involving said note.

Simply stated, no factual dispute exists as to the triggering event which precipitated the requirement for repayment or as to the year for which the triggering event took place with respect to each note. Accordingly, Defendant's 12(b)(6) motion is granted.

It is so ORDERED.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

s/ Frank R. Addy, Jr.

Circuit Court Judge

2159

Judge Code

4/8/2025

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Ben Gooding, Esq.

Rick Gleissner, Esq.

ATTORNEY(S) FOR THE PLAINTIFF(S)

Sarah Timmons, Esq.

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Virtual hearing. Transcript from the WebEx recording may be requested from South Carolina Court Administration.

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk’s entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenwood Common Pleas

Case Caption: Herbert Rivers Anderson Jr , plaintiff, et al VS Anderson Family Properties Of Greenwood, Llc
Case Number: 2023CP2400800
Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2025-04-09 10:01:47 page 4 of 4

ELECTRONICALLY FILED - 2025 Apr 09 12:41 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

ROA 008

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENWOOD) EIGHTH JUDICIAL CIRCUIT

The Estate of Herbert Rivers Anderson,) Civil Action No. 2023-CP-24-00800
Jr., by its Successor Personal)
Representative, J. Kershaw Spong,)

Plaintiff,) **CONSENT MOTION AND ORDER TO**
) **AMEND COMPLAINT**

vs.)

Anderson Family Properties of Greenwood,)
LLC,)
)
Defendant.)

Pursuant to Rule 15(a) of the South Carolina Rules of Civil Procedure, Plaintiff, the Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative, J. Kershaw Spong (the “Estate”), by and through its undersigned counsel, hereby moves this Court for leave to file an Amended Complaint in the form and manner attached hereto as Exhibit A. The Estate, by its Personal Representative, Charles W. Shultze, filed the Complaint on August 25, 2023. On May 21, 2024, by Consent Order filed in the probate case for Plaintiff, *In the Matter of Estate of Herbert Rivers Anderson, Jr.*, Lexington County Civil Action No. 2020-ES-32-01119, Mr. Shultze resigned as personal representative of the Estate, and J. Kershaw Spong was appointed to serve as Special Administrator of the Estate. Mr. Spong has taken time to review the underlying documents and causes of action in this matter and moves to amend the complaint in order to fully articulate the dealings between the parties. Because discovery has not yet begun, Defendant will not be prejudiced by this amendment and will have ample opportunity to refute any issues that may related to the underlying notes.

Plaintiff represents that Defendant, through its undersigned counsel, has consented to this motion.

WHEREFORE, the parties, by and through their attorneys, respectfully request that the Estate be granted leave to file an amended Complaint in the form attached hereto as Exhibit A.

AND IT IS SO ORDERED.

[Judge's Signature Page to Follow]

WE SO MOVE:

ROBINSON GRAY STEPP & LAFFITTE, LLC

s/R. William Metzger, Jr.
R. William Metzger, Jr. [SC Bar #12852]
Benjamin R. Gooding [SC Bar #100620]
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bgooding@robinsongray.com
lweston@robinsongray.com

Attorneys for Plaintiff

Columbia, South Carolina
September 26, 2024

WE SO CONSENT:

TIMMONS LAW FIRM, LLC

s/Sarah Timmons
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sarah@thetimmonslawfirm.com

Attorneys for Defendant



Greenwood Common Pleas

Case Caption: Herbert Rivers Anderson Jr , plaintiff, et al VS Anderson Family Properties Of Greenwood, Llc
Case Number: 2023CP2400800
Type: Order/Consent Order

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2024-10-04 13:05:08 page 3 of 3

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ROA 011

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ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

Exhibit A

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENWOOD) EIGHTH JUDICIAL CIRCUIT

The Estate of Herbert Rivers Anderson,) Civil Action No. 2023-CP-24-00800
Jr., by its Successor Personal)
Representative, J. Kershaw Spong,)
)
Plaintiff,) **AMENDED COMPLAINT**
)
vs.)
)
Anderson Family Properties of Greenwood,)
LLC,)
)
Defendant.)
_____)

Plaintiff, the Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative J. Kershaw Spong, complaining of Defendant Anderson Family Properties of Greenwood, LLC (“AFP” or “Defendant”) would respectfully show and allege to the court the following:

GENERAL JURISDICTIONAL ALLEGATIONS

1. Plaintiff is a probate estate for the late Herbert Rivers Anderson, Jr. (“Mr. Anderson”). Mr. Anderson died on November 2, 2018. His estate was originally opened in McCormick County but is presently pending in Lexington County, South Carolina (Case No. 2020-ES-32-01119) (hereinafter the “Estate”). Charles Schulze was appointed as the Personal Representative of the Estate. After significant litigation between the Estate and a creditor of the Estate, referred to as the “Buchanan Trust”, Charles Schulze resigned as the Personal Representative, and Mr. Spong was named the Successor Personal Representative by Consent Order entered May 21, 2024, a copy of which is attached as **Exhibit A**.

2. Defendant is a limited liability company duly organized in the State of South Carolina whose principal place of business is in Greenwood County, South Carolina. Defendant’s registered agent for the service of process is Charles Schulze, 340 Main Street, Greenwood, SC 29646. Defendant’s managing member was Charles Schulze until August 23, 2023, when he resigned. The current managing member is Gwen Anderson located at 2117 Highway 72 Bypass W, Greenwood, South Carolina 29649. Gwen Anderson is the widow of Mr. Anderson.

3. Despite Mr. Anderson’s death in 2018, the original Complaint in this matter wasn’t filed until August 25, 2023 (“Original Complaint”). At all times until two days before the Original Complaint was filed, Charles Schulze was both the manager of Defendant and the Personal Representative of the Estate.

4. The transactions referred to in this Complaint all occurred in Greenwood County, South Carolina.

5. As such, jurisdiction is proper in this Court. Venue is proper in Greenwood County.

FACTUAL BACKGROUND

6. This case involves repayment of promissory notes given from Defendant to Mr. Anderson as part of several transfers of real property from Mr. Anderson to Defendant.

7. Defendant began operations in March 2012, but was later registered with the Secretary of State of South Carolina on April 17, 2012.

8. Defendant originally began operating as Anderson Family Properties, LLC, but discovered that this name had been taken by an unrelated entity out of Mt. Pleasant, South Carolina. Thus, there was a delay in the registration and the name change to Anderson Family Properties of Greenwood, LLC.

9. Defendant is in the business of land development.

10. In 2012, Mr. Anderson transferred certain real property to Defendant. These properties include, but are not limited to, the properties in Greenwood and Beaufort Counties, as evidenced by the following deeds (collectively, the “AFP 2012 Deeds,” copies of which are attached as **Exhibit B**):

- a. Title to Real Estate recorded on October 3, 2012, in Greenwood County in Deed Book 1329, Page 185;
- b. Title to Real Estate recorded October 3, 2012, in Greenwood County in Deed Book 1329, Page 176;
- c. Title to Real Estate recorded October 4, 2012, in Beaufort County in Deed Book 3180, Page 1164.
- d. Title to Real Estate recorded October 5, 2012, in Greenwood County in Deed Book 1330, Page 1.

11. In exchange for the AFP 2012 Deeds, Defendant executed and delivered to Mr. Anderson a Promissory Note in the amount of \$1,560,000.00, a copy of which is attached at **Exhibit C** (the “2012 Note”).

12. In 2013 and 2014, Mr. Anderson transferred additional real property to Defendant as evidenced by the following deeds (collectively, the “AFP 2013 and 2014 Deeds,” copies of which are attached as **Exhibit D**):

- a. Title to Real Estate recorded December 24, 2013, in Greenwood County in Deed Book 1393, Page 44;
- b. Title to Real Estate recorded March 22, 2013, in Greenwood County in Deed Book 1352, Page 162; and

c. Title to Real Estate recorded April 25, 2014, in Greenwood County in Deed Book 1409, Page 95.

13. In exchange for the AFP 2013 and 2014 Deeds, Defendant executed and delivered to Mr. Anderson a second promissory note in the amount of \$1,218,375.00, a copy of which is attached as **Exhibit E** (the “2014 Note”). Collectively, the AFP 2012 Deeds and the AFP 2013 and 2014 Deeds are referred to as the “Deeds,” and the 2012 Note and the 2014 Note are referred to as the “Notes.”

14. Presumably, the amounts of the Notes were based upon and tied to the value of the real property conveyed in the Deeds. While Mr. Anderson retained a minimal 0.52% ownership interest in Defendant, Mr. Anderson or Ted R. Wyndham executed affidavits in connection with the recording of the Deeds that exempted the transfers from payment of deed stamps based on Mr. Anderson’s exchange for control of the transferee, the Defendant. In fact, control of the Defendant was given to Mr. Anderson’s wife, Gwen Anderson, who owns a 90% of Defendant, and/or Mr. Schulze.

15. The Notes accrued interest at 2% per annum and could be prepaid without penalty but had no maturity date. As such, the Notes are demand notes.

16. Pursuant to the terms of the Notes, the only terms of repayment were that Defendant was to pay Mr. Anderson 75% of the net proceeds from the sale of any of the real property now owned by Defendant pursuant to the Deeds. These payments were to be applied to interest first, then to principal.

17. Upon information and belief, Defendant made some payments on Notes; however, significant sales of real property have occurred with no payment to Plaintiff. As such,

Defendant failed to make the required payments to Mr. Anderson following the sale of the real property transferred to Defendant.

18. Plaintiff can find no record of a demand for payment having been made by Mr. Anderson and/or his estate until the filing of the Original Complaint. Despite demand for payment in the Original Complaint, Defendant has refused to make payment on the Notes.

19. At the time of Mr. Anderson's death in 2018, the total amount owed on the Notes was, upon information and belief, \$2,234,293.10. Interest continues to accrue as set forth in the Notes.

20. Defendant has continually failed to make the payments required under the Notes as real property identified in the Deeds is sold. There also appears to be, upon information and belief, significant real property still owned by Defendant.

21. As such, the Notes are in default, and the full amount of the Notes is hereby accelerated and demanded.

22. The Notes include a provision that upon default, Defendant is to pay all reasonable attorney fees and costs.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract – Debt Collection)

23. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

24. Defendant had contracts with Mr. Anderson to pay Mr. Anderson the total of \$2,234,293.10 plus interest.

25. Defendant has failed to pay Mr. Anderson pursuant to the contracts and therefore has breached the contracts.

26. As a direct and proximate result of the Defendant's breach of contract, the Estate

of Herbert Anderson has been damaged and is entitled to Judgment against the Defendant in the amount of \$2,234,293.10 plus interest at the statutory pre-judgment interest rate from November 2, 2018.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

27. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

28. Mr. Anderson conveyed a benefit upon Defendant when he transferred real property to Defendant.

29. Defendant has realized the benefit of this real property from either selling these properties for profit or continuing to maintain possession of these valuable properties.

30. Defendant's retention of the funds from the sale of this property or of the funds from the sale of the property without paying for the property purchased from Mr. Anderson is unjust and should not be permitted under these circumstances.

FOR A THIRD CAUSE OF ACTION
(Constructive Trust)

31. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

32. Defendant has obtained possession of monies which in equity and good conscience belong to Plaintiff.

33. Therefore, Plaintiff seeks equitable relief and requests the Court immediately "freeze" any account holding the sale proceeds from the sales of any properties identified above and impose a constructive trust on those monies to ensure payment to Plaintiff.

FOR A FORTH CAUSE OF ACTION

(Alternative Action to Recover under Statute of Elizabeth, S.C. Code Ann. § 27-23-10)

34. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

35. In the event that the Notes are deemed uncollectible, Plaintiff seeks to void the Deeds and/or to recover the proceeds from sales of the properties included in the Deeds for the benefit of the estate.

36. Pursuant to S.C. Code Ann. § 62-3-710, a personal representative has the power to avoid certain transfers that would be void or voidable as against the decedent's creditors.

37. At the time of the Deeds, Mr. Anderson was indebted to and aware of his personal liability to certain third-party creditors. Some of those creditors are now seeking repayment from Mr. Anderson's estate. This includes the Buchanan Trust, who had filed their foreclosure action to collect on a note for which Mr. Anderson was a guarantor.

38. To the extent properties were conveyed by Mr. Anderson to Defendant with no intent to seek repayment, those Deeds and the transfer of properties evidenced thereby were made for a lack of valuable consideration.

39. After transferring the properties at issue to Defendant, Mr. Anderson failed to retain sufficient property to pay creditors.

40. Whether intentional or not, the practical effect of the Deeds was to remove certain properties from the reach of third-party creditors, and if the intent was to never repay the Notes, the transfers were without consideration.

41. The actions of Mr. Anderson, Defendant, and other parties involved in the transfer of properties and execution of the Notes and Deeds as set forth in this Complaint exhibit a clear pattern of seeking to unlawfully protect assets from execution and recovery by creditors.

42. The Deeds and the transfers of property evidenced thereby are, or should be determined to be, void as being in violation of the Statute of Elizabeth, S.C. Code Ann. § 27-23-10.

43. Plaintiff is entitled to an order of this court setting aside the Deeds as fraudulent conveyances and ordering either (a) the proceeds from any sales of those properties be repaid to the Plaintiff and/or (b) the remaining properties be returned to Plaintiff.

WHEREFORE, having set forth its causes of action as against Defendant, the Plaintiff would pray the following relief issue by order of this Court.

1. The Court award judgment against the Defendant and in favor of the Plaintiff in the amount of \$2,234,293.10, plus interest accruing after November 2, 2018;

2. The Court award judgment to Plaintiff for its attorney fees and costs in bringing this action;

3. The Court impose a constructive trust on those monies held by Defendant to ensure payment to Plaintiff;

4. In the alternative, the Court enter an order declaring the Deeds to violate the Statute of Elizabeth and ordering that (a) the proceeds from any sales of those properties be repaid to the Plaintiff and/or (b) the remaining properties be returned to Plaintiff; and

5. For such other and further relief in favor of the Plaintiff as the court deems just and proper under the circumstances, now, or to be developed through discovery in this case.

[Signature page to follow]

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: _____
R. William Metzger, Jr. [SC Bar #12852]
Benjamin R. Gooding [SC Bar #100620]
C. Elizabeth Weston [SC Bar #103305]
Post Office Box 11449
Columbia, SC 29211
(803) 929-1400
bmetzger@robinsongray.com
bgooding@robinsongray.com
lweston@robinsongray.com

Attorneys for Plaintiff

Columbia, South Carolina
September 26, 2024

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

Exhibit A

A TRUE COPY:

ATTEST:

IN THE PROBATE COURT

Clamp

Probate Judge, Lexington County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

2024 MAY 21 PM 2:14

In the Matter of:)
Estate of Herbert Rivers Anderson, Jr.)

Stephen Wilkinson, as Trustee of George)
B. Buchanan Jr. Irrevocable Family Trust)
Dated 15th Day of July 2021,)

Civil Action No. 2020-ES-32-01119

CONSENT ORDER OF RESIGNATION
OF PERSONAL REPRESENTATIVE
AND APPOINTMENT OF SUCCESSOR
PERSONAL REPRESENTATIVE

Petitioner,)

vs.)

Charles W. Schulze, Personal)
Representative of the Estate of Herbert)
Rivers Anderson, Jr.,)
Respondent.)

This matter comes before the Court upon the filing of a Petition to Remove Personal Representative and to Appoint Successor Personal Representative ("PR Petition") by Petitioner Stephen Wilkinson, as Trustee of George B. Buchanan Jr. Irrevocable Family Trust Dated 15th Day of July 2021 ("the Trust"). It now appears the Petition has been resolved by the parties. I hereby make the following findings of fact:

1. Decedent Herbert Rivers Anderson, Jr. ("Decedent") died on November 2, 2018.
2. On or around December 5, 2018, Respondent Charles W. Schulze ("Mr. Schulze") was appointed Personal Representative of Decedent's Estate ("the Estate").
3. The Trust filed the PR Petition on September 5, 2023. A hearing was initially scheduled for October 25, 2023; however, this Court continued the hearing until April 16, 2024, to allow for full briefing, discovery, and depositions.
4. While the Petition was pending, the Trust filed a Petition for Appointment of a Special Administrator. After receiving briefing, affidavits, and evidence and hearing arguments from both the Estate and the Trust regarding their respective positions, this Court appointed J.

Kershaw Spong (“Mr. Spong”) to serve as Special Administrator (“Special Administrator Order”) of the Estate pending final resolution of the Petition to Remove.

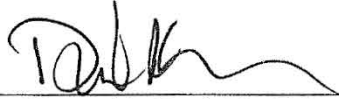
5. The Court is advised that the Trust and Mr. Schulze have reached an agreement – only between the Trust and Mr. Schulze – resulting in Mr. Schulze resigning as Personal Representative and withdrawing his objection to the PR Petition, with Mr. Schulze and the Trust consenting to this Order. Furthermore, Mr. Schulze waives his right to receive any compensation for his service as personal representative pursuant to Section 62-3-719 of the South Carolina Probate Code.

Upon careful consideration, and with the consent of the Trust and Mr. Schulze and there being no objection from Mr. Spong,

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court accepts the resignation of Mr. Schulze as Personal Representative;
2. Mr. Spong is hereby appointed as Successor Personal Representative; and
3. If either party fails to comply with the terms of this Order, that party shall be subject to the Court’s contempt powers to enforce the Order.

IT IS SO ORDERED.



The Honorable Daniel R. Eckstrom
Probate Court Judge

Lexington, South Carolina

5-21-, 2024.

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Exhibit B

201200007253
TED B WYNHAM
PO BOX 148
GREENWOOD SC 29648

201200007253 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
10-03-2012 03:12 PM
REC FEE: 10.00

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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

Instrument Book Page
201200007253 1329 185

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR. A/K/A HERBERT R. ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

All those certain pieces, parcels or tracts of land, lying situate and being in the County of Greenwood, State of South Carolina, being shown and designated as Tract 1A, 1B and Tract 2, on plat prepared by Heaner Incorporated, entitled "Plat Made at the Request of Herbert R. Anderson, Jr.", of date July 8, 2010, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 139 at Page 97. According to said plat, Tract 1A consists in its entirety of 4.13 acres, more or less; Tract 1B consists in its entirety of 0.98 acres, more or less; and Tract 2 consists in its entirety of 2.99 acres, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is a portion of the conveyed to Herbert Anderson, Jr by Deed of Emerald Investments, Inc. dated May 30, 2000 and recorded in the Office of the Clerk of Court for Greenwood County on June 3, 2000 in Deed Book 624 at Page 209.

TMS: Tract 1A 6855-037-083
Tract 1B, ~~6855-037-083~~ 6845-972-083
Tract 2 6855-056-063

GRANTEES' ADDRESS: 2117 Highway 72 West, Greenwood SC 29646

PB 139/97

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201200007253 Book Page 1329 187

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots Genesis Circle, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers 6855-037-083; 6855-972-083; 6855-056-063, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on September 28, 2012.
3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:

a. Place the amount listed in item 4 above here:	\$0.00
b. Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c. Subtract Line 6(b) from Line 6(a) and place result here:	\$0.00

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28
day of September, 2012.

May T. Lee
Notary Public for South Carolina
My Commission Expires: 5/30/17

Ted B Wyndham
Responsible Person Connected with the Transaction

Ted B. Wyndham
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201200007252
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201200007252 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
10-03-2012 03:12 PM
REC FEE: 13.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

TITLE TO REAL ESTATE

Instrument Book Page
201200007252 1329 176

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR. A/K/A HERBERT R. ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

PARCEL ONE:

All those certain pieces, parcels or tracts of land, lying situate and being in the County of Greenwood, State of South Carolina, being shown and designated as Tract B and Lot No. 50, on plat prepared by Heaner Incorporated, entitled "Plat Made at the Request of Emerald Investments, Inc. Showing Anderson Industrial Park", of date May 1, 2000, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 112 at Page 126. According to said plat, Tract B consists in its entirety of 2.05 acres, more or less; and Lot No. 50 consists in its entirety of 0.61 hundredths of an acre, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is a portion of the conveyed to Herbert Anderson, Jr by Deed of Emerald Investments, Inc. dated May 30, 2000 and recorded in the Office of the Clerk of Court for Greenwood County on June 3, 2000 in Deed Book 624 at Page 209.

TMS: Tract B 6836-697-645
Lot 50 6836-711-600

*Ph 112/126 60/48 26/144
45/170 33/122*

PARCEL TWO:

All those lots or parcel of land together with improvements thereon situate, lying and being in the County of Greenwood, State of South Carolina being more particularly shown and designated as Lots 13, 18 of Block B and Lots 40, 41 of Block D of Milford Manor Subdivision of Phase 1 on plat prepared by Heaner Engineering Company dated June 26, 1984 revised June 20, 1990 and recorded in Plat Book 60 at Page 48 in the Office of the Clerk of Court for Greenwood County, which plat is surveyed is incorporated herein by reference is made a part and parcel hereof. The within described property is subject to every respect to existing easements and rights of way for streets, roads, drains, sewer and utilities of record or in place and also subject to restrictions of record as amended and supplemented.

DERIVATION: This is a portion of the property conveyed to Herbert Anderson, Jr. By

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Deed of R.B. Curry, Jr., Individually and as Attorney in Fact for R.B. Curry, III, and as Attorney in Fact for Cathryn Curry Rivers dated October 1, 1998 and recorded in the Office of the Clerk of Court for Greenwood County on October 5, 1998 in Deed Book 539 at Page 302.

- TMS Lot 13 6847-432-249
- Lot 18 6847-458-217
- Lot 40 6847-427-196
- Lot 41 6847-422-190

PARCEL THREE:

All that tract or parcel of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, as will be more particularly shown on plat thereof by Thomas C. Anderson, dated February 24, 1937, which plat is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, EXCEPT AND LESS HOWEVER, all that piece, parcel and lot of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, containing 1.93 acres, more or less, and being more particularly described as follows: Beginning at the southeastern corner of that tract of land shown on plat by Thomas C. Anderson dated February 24, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, said southeastern corner being a point where the centerline of Lindsey Avenue Extension and the western edge of Spring Street intersect; thence running North 29° 10' West along the western edge of Spring Street for a distance of 300 feet, more or less, to a point; thence turning and running South 63° 15' West along a line, parallel to the centerline of Lindsey Avenue Extension for a distance of 280 feet, more or less, to a point; thence turning and running a distance of 300 feet, more or less, to a point on the center line of Lindsey Avenue Extension, which point lies 280 feet, more or less, South 63° 15' West from the point of beginning. The tract and parcel herein conveyed contains 8.4 acres, more or less, and is bounded on the northeast by Spring Street; on the southeast by property of Janelle H. Rush and property, now or formerly of the George W. Park Estate, and on the southwest and northwest by property, now or formerly of G.F. Liner.

Also, all that lot or parcel of land situate, lying and being in the City and County of Greenwood, State of South Carolina, fronting for a distance of 91 feet, more or less on Spring Street and running back therefrom along Lindsey Avenue Extension (referred to in prior deeds as New Street) a distance of 238.5 feet, more or less, and on the southern side a distance of 294.75 feet, more or less, and being 108.5 feet, more or less, wide in the rear, and being bounded as follows: On the north by Lindsey Avenue Extension, on the east by Spring Street, and on the south and west by property of Marshall Mays, Trustee.

This property is conveyed subject in every respect to all existing easements and rights-of-way for street and utility purposes whether or not the same appear of record.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J & B Investments of Greenwood, LLC dated May 19, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on May 19, 2011 in Deed Book 1260 at Page 187.

TMS: 6845-822-556

PARCEL FOUR:

All that lot of land, situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, containing 0.22 acres, more or less, and being shown on plat dated August 22, 1985 by John H. Welborn & Company, recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 45 at Page 170. Said lot is bounded and measures as follows: on the northwest by Lindsey Avenue Extension, fronting and measuring thereon a distance of 89.18 feet on the northeast by property shown on said plat as being of Triangle Property, measuring thereon 103.12 feet; on the southeast by other property of the Grantors, measuring thereon 97.87 feet; and on the southwest by other property of the Grantors, measuring thereon 113.65 feet.

Also, all of Grantors' right, title and interest in and to the property lying between the above described lot and the centerline of Lindsey Avenue Extension.

This conveyance is made subject to all existing easements and rights of way for streets, roads, and utilities.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Donnie Ray Davis dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on July 30, 2010 in Deed Book 1221 at Page 291.

TMS: 6845-807-548

PARCEL FIVE:

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, containing 4.48 acres, more or less, as shown on plat of Heaner Engineering Co., Inc., Greenwood, S.C., dated December 13, 1979, and recorded in Plat Book 33, Page 122, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be had for a more complete and accurate description of said tract.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Junior L. Nickles dated October 12, 2006 and recorded in the Office of the Clerk of Court for Greenwood County on October 17, 2006 in Deed Book 1003 at Page 1.

TMS: 6845-175-421

PARCEL SIX:

All that tract or parcel of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, as will be more particularly shown on plat thereof by Thomas C. Anderson, dated February 24, 1937, which plat is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26 at Page 144, EXCEPT AND LESS HOWEVER, all that piece, parcel and lot of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, containing 1.93 acres, more or less, and being more particularly described as follows: Beginning at the southeastern corner of that tract of land shown on plat by Thomas

C. Anderson dated February 24, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, said southeastern corner being a point where the centerline of Lindsey Avenue Extension and the western edge of Spring Street intersect; thence running North 29° 10' West along the western edge of Spring Street for a distance of 300 feet, more or less, to a point; thence turning and running South 63° 15' West along a line, parallel to the centerline of Lindsey Avenue Extension for a distance of 280 feet, more or less, to a point; thence turning and running a distance of 300 feet, more or less, to a point on the center line of Lindsey Avenue Extension, which point lies 280 feet, more or less, South 63° 15' West from the point of beginning. The tract and parcel herein conveyed contains 8.4 acres, more or less, and is bounded on the northeast by Spring Street; on the southeast by property of Janelle H. Rush and property, now or formerly of the George W. Park Estate, and on the southwest and northwest by property, now or formerly of G.F. Liner.

Also, all that lot or parcel of land situate, lying and being in the City and County of Greenwood, State of South Carolina, fronting for a distance of 91 feet, more or less on Spring Street and running back therefrom along Lindsey Avenue Extension (referred to in prior deeds as New Street) a distance of 238.5 feet, more or less, and on the southern side a distance of 294.75 feet, more or less, and being 108.4 feet, more or less, wide in th rear, and being bounded as follows: on the north by Lindsey Avenue Extension, on the east by Spring Street, and on the south and west by property of Marshall Mays, Trustee.

This property is conveyed subject in every respect to all existing easements and rights-of-way for street and utility purposes whether or not the same appear of record.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J & B Investments of Greenwood, LLC dated May 19, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on May 19, 2011 in Deed Book 1260 at Page 187.

TMS: 6845-789-574

PARCEL SEVEN:

All that certain piece, parcel or tract of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, shown on plat prepared for Mrs. Frank Liner by S.B. Rambo, C.E. dated April 7, 1945, and recorded in Plat Book 31, at Page 127, in the Office of the Clerk of Court for Greenwood County, which plat is incorporated herein by reference and made a part hereof. According to said plat the within conveyance is shown as containing 11.9 acres, more or less, and is bounded and described as follows: BEGINNING at a point on the center line of Spring Street thence turning and running along property now or formerly of H.E. Rush, Jr. Et al., S 54° 00' W for a distance of 1124.0 feet, more or less, to an iron pin; thence turning and running in a generally Southeasterly direction along property now or formerly of Rush for a distance of 315 feet, more or less, to a pint 15 feet to the East of the original point on the above reference plat (which point is more fully shown by reference to plat of H.E. Rush property surveyed by Thomas C. Anderson on February 14, 1937, and recorded in Plat Book 26, at page 144); thence turning and running in a generally southerly direction for a distance of 350 feet, more or less, to the point where the line extending N 2-1/3° W from the mouth of the ditch (at branch) intersects with the center line of the Georgia and Florida Railroad property, thence turning and running in a generally Northwesterly direction along the centerline of the Georgia Florida Railroad for a

distance of 900 feet more or less, to the point where the centerline of the Georgia and Florida Railroad intersects with the Southeastern right of way of the C. & W. C Railway thence turning and running along the right of way of the C. & W.C. Railway N 64° 00' East for a distance of 1313.4 feet, more or less, to a point on the center line of Spring Street; thence turning and running S 29° 10' E along the centerline of spring Street for a distance of 300 feet, more or less, to the point of BEGINNING. The above described property is bounded on the Northeast by the centerline of Spring Street; on the South and Southeast by property of H.E. Rush, Jr. et al., and by property of Marshall T. Mays, Trustee; (formerly property of George W. Park); on the Southeast and West by the center line of the Georgia and Florida Railroad; on the Northwest by the right of way of the C.& W.C. Railway.

ALSO, All of the grantor's right, title and interest in and to existing easements and rights of way theretofore granted to railroads or for railroad purposes, with the understanding that the foregoing conveyance is subject to the rights of way of the Georgia and Florida Railroad and the C.& W. C. Railway (now Seaboard Coach Line Railroad).

The within property is subject to existing easements for streets, road, railroads, and other utilities, whether the same appear of record or not, and specifically to the right of way conveyed to Greenwood Cotton Mill by Mrs Lilla B. Limer on November 26, 1937, and recorded in Deed Book 50 at Pag e83, in the Office of the Clerk of Court for Greenwood County, which right of way runs along the C.& W.C. Railroad right of way from Spring Street to the Georgia and Florida Railroad.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of McDill Properties, LLC dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on July 1, 2010 in Deed Book 1217 at Page 282.

TMS: 6845-725-564

GRANTEES' ADDRESS: 2117 Hwy 72W, Greenwood, SC 29649

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Juel B W Gynther

SWORN to before me this 31st)
day of August, 2008)
May I L (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201200007252 Book Page 1329 183

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Multiple Parcels, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers , was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on ~~September 31~~ August 2012.
3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

a. Place the amount listed in item 4 above here:	\$0.00
b. Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c. Subtract Line 6(b) from Line 6(a) and place result here:	\$0.00

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

8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: **Grantor.**

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 31
day of August, 2012.

Shay The
Notary Public for South Carolina
My Commission Expires: 5/30/17

Ted B Wyndham
Responsible Person Connected with the Transaction

Ted B. Wyndham
Print or Type Name Here

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INFORMATION

Instrument Book Page
201200007252 1329 184

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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Prepared by: Ted B. Wyndham, Attorney at Law
P.O. Box 148
Greenwood, SC 29648

BEAUFORT COUNTY SC- ROD
BK 03180 PGS 1164-1168
DATE: 10/04/2012 04:49:31 PM
INST # 2012057993 RCPT# 690574

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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

KNOW ALL MEN BY THESE PRESENTS, that HERBERT ANDERSON, JR. hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, situate and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as Lot Number 163, Outdoor Resorts of Hilton Head Island, on the plat entitled AOutdoor Resorts/Hilton Head Island Phase Three@ and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 27 at Page 1.

AND ALSO, an undivided interest in all right, title and interest in the common properties which are shown on the said above-referred plat of record, and are identified in the Covenants and Restrictions for Outdoor Resorts of Hilton Head Island recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 278 at Page 1366; said common properties to be owned in common with all present and future owners of lots within Outdoor Resorts of South Carolina in accordance with said Covenants and Restrictions.

Said property is conveyed subject to all covenants, restrictions, easements, options and obligations as contained in the Protective Covenants/Outdoor Resorts site, dated April 24, 1978, and filed of record in the Office of the Clerk of Court for Beaufort County, South Carolina on April 27, 1978, in Deed Book 262 at Page 1739.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. by Deed of Joseph M. Reardon and Sandra J. Reardon dated May 3, 2001 and recorded in the Office of the Register of Deeds for Beaufort County on May 23, 2001 in Deed Book 1423 at Page 227.

TMS 500-18-B-3-163

GRANTEES= ADDRESS: 2117 Hwy 72 West, Greenwood, SC 29649

ADD DMP Record 10/11/2012 04:16:02 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R550	015	00B	0003	0163	00

RECORDED
2012 Oct -12 03:06 PM
Sharon D. Bernis
BEAUFORT COUNTY AUDITOR

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, its Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 2 day of August, 2012.

Signed, sealed and delivered

in the presence of:

Leil B Wyndham Robert S. ... Jr.
May Loh

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Jed B Wyndham

SWORN to before me this 2)
day of August, 2012)
)
May 7th (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

ELECTRONICALLY FILED 2024 Sep 26 2:13 PM GREENWOOD - COMMON PL EAS CASE#2022CP2400880
ELECTRONICALLY FILED 2024 Oct 04 05:54 PM GREENWOOD - COMMON PL EAS CASE#2022CP2400880

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lot 163 outdoor Resorts., Hilton Head Island, SC 29928 bearing **Beaufort County** Tax Map Number **500-18-B-3-163**, was transferred by Herbert R. Anderson, Jr. to Anderson Family Properties of Greenwood LLC on August 2, 2012.
3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationships exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$00.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of the lien or encumbrance is:

6.	The deed recording fee is computed as follows:	
a.	Place the amount listed in item 4 above here:	\$00.00
b.	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c.	Subtract Line 6(b) from Line 6(a) and place result here:	\$00.00

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

8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: **Grantor.**

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 2
day of August, 2012.

Herbert Anderson, Jr.
Responsible Person Connected with the Transaction

May 12
Notary Public for South Carolina
5/30/17

Herbert Anderson, Jr.

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CASE #2023CP2400800
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CASE #2023CP2400800

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, or a realty interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty form a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

however, that portion of the above property which has been granted or deeded as Highway right-of-way, more particularly set out in a deed from Grace D. Hinton dated July 28, 1989 and recorded in Deed Book 341 at Page 743 in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Grace D. Hinton dated July 27, 1993 and recorded in the Office of the Clerk of Court for Greenwood County on August 9, 1993 in Deed Book 383 at Page 792.

ALSO: All and singular, all that certain tract of land, situate, lying and being about four (4) miles West of the City of Greenwood, County and State aforesaid. The said tract is located just off of the Abbeville Highway and contains eleven (11) acres, and is a portion of tract No. 3 of a subdivision of land of J.G. Fife, as shown upon plat by Thomas C. Anderson, Surveyor, bearing date November 5, 1951, and being recorded in Plat Book 6, at Page 5, in the Office of the Clerk of Court for Greenwood County. The said tract of eleven (11) acres is shown upon the aforesaid plat and designated thereon as Tract 3-B and having been surveyed by Thomas C. Anderson on June 26, 1957. The said tract being bounded on the West by other land of Claude W. Botts; on the North by land of J.G. Fife, lot of Same Hinton and other land of Herbert R. Anderson, Jr.; and on the South and East by Tract 4 of the Fife subdivision belonging to Herbert R. Anderson, Jr.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Claude W. Botts dated June 27, 1957 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 126 at Page 498.

ALSO: All and singular, all that certain lot or parcel of land situate, lying and being in the Woodlawn Community of Greenwood County, State of South Carolina. The said lot contains sixty-seven one-hundredths (67/100) of an acre and is more fully shown by plat of Thomas C. Anderson, Surveyor, bearing date November 27, 1959, showing the said lot as an addition to a plat made by Thomas C. Anderson of date November 5, 1951. The said lot is triangular in shape and is bounded as follows: On the East by other land of Herbert Anderson, Jr., whereon it measures for a distance of four and ninety-one one-hundredths (4.91) chains; bounded on the Northwest by other land of Herbert Anderson, Jr., where it measure for a distance of two and ninety-two one-hundredths (2.92) chains and bounded on the Southwest by other land of the grantor whereon it measures for a distance of four and six tenths (4.6) chains.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Claude W. Botts recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 143 at Page 557.

ALSO: All and singular, all that certain tract or parcel of land situate, lying and being about four (4) miles West of the City of Greenwood, County and State aforesaid, containing sixty-six (66) acres. The said tract of land is designated and described as Tract No. Four (4) of the subdivision of land of J.G. Fife, according to a plat thereof by Thomas C Anderson, Surveyor, bearing date November 5, 1951, to which plat reference is hereby made and which

plat is recorded in the Office of the Clerk of Court for Greenwood County. The said tract of land is bounded on the West by Tract No. 3 of the said subdivision belonging to Claude W. Botts; bounded on the South by land of Hoyt Faulkner, on the Southeast by land of Ralph Jenkins; on the East by land of the Estate of Mattison Edwards; and on the North by land of Herbert R. Anderson, Sr.

DERIVATION: This is the identical property conveyed to Herbert R. Anderson, Jr. By Deed of Herbert R. Anderson, Sr. Dated November 10, 1951 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 92 at Page 160.

LESS AND EXCEPT: All that certain piece parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 7.54 acres, more or less, and being shown and designated on a plat by Thomas N. Stribling of date December 13, 1990 recorded in Plat Book 62 at Page 40 in the Office of the Clerk of Court for Greenwood County. Said property is located on the Southern side of U.S. Highway 72 and fronts thereon 42.80 feet, more or less. For a more full and accurate description, reference is made to the aforesaid plat. Shown in Deed from Herbert R. Anderson, Jr. To Gwen R. Anderson dated December 31, 1990 and recorded on December 28, 1990 in Deed Book 255 at Page 579.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 3.0 acres, more or less, as shown on plat prepared by Heaner Engineering Co., Inc., dated August 28, 1981, and recorded in the OCC for Greenwood County in Plat Book 37 at Page 6. According to said plat the within lot of land fronts on S.C. Highway No. 72 (Abbeville Highway) for a distance of 354.18 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr by Deed of Estate of Grace Darragh Hinton a/k/a Grace E. Hinton dated August 5, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on August 5, 2010 in Deed Book 1222 at Page 143.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the county of Greenwood, State of South Carolina, containing 3.3 acres, more or less, as shown on plat prepared by Heaner Engineering Co., Inc., dated August 28, 19981, and recorded in the OCC for Greenwood County in Plat Book 37 at Page 6. According to said plat the within lot of land fronts on S.C. Highway No. 72 (Abbeville Highway) for a distance of 200.41 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Grace E. Hinton dated September 3, 1981 and recorded in the Office of the Clerk of Court for Greenwood County on September 18, 1981 in Deed Book 284 at Page 194.

ALSO: All that lot or parcel of land situate off SC Highway #72W in the County of Greenwood, State of South Carolina, being triangular in shape, and containing 0.32 acres, more or less, being more particularly shown and described on a plat of Thomas M. Stribling, dated June 1, 1996, recorded in Plat Book 98, Page 80, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be made for a more complete and accurate description of said parcel. The said parcel herein conveyed was cut from the home tract of the late Lillie M. Anderson, and is shown on said plat as being bounded by property of Grace Hinton, properties of Herbert Anderson, Jr. And property of Lillie (incorrectly shown on said plat as "Lillian") Anderson Estate.

DERIVATION: This is the identical property conveyed to Herbert R. Anderson, Jr. By Deed of Florence A. Nickles dated August 7, 1996 and recorded in the Office of the Clerk of court for Greenwood County on August 15, 1996 in Deed Book 458 at Page 187 and from Last Will and Testament of Lillie Murphy Anderson. Date of Death: October 1, 1994. Estate File 94 ES 24 354, OJP for Greenwood County. See Deed of Distribution recorded May 22, 1996, in Deed Book 451, Page 212, OCC for Greenwood County.

LESS AND EXCEPT: All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, shown and designated as a 14.13 acre, ore or less, tract of land on plat prepared by Thomas M. Stribling of date January 11, 1999 heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 109 at Page 45. Reference is made to the aforesaid plat for a more full and accurate description.

The Grantor herein further grants, bargains, sells and conveys to the grantee an easement for ingress and egress across property of Herbert R. Anderson, along the proposed 50' road which extends to Kimberly Lane as shown on the above mentioned plat.

DERIVATION: This is the identical property conveyed to Kenneth Anderson by Deed of Herbert R. Anderson, Jr. Dated March 15, 1999 and recorded in the Office of the Clerk of Court for Greenwood County on March 16, 1999 in Deed Book 562 at Page 192.

ALSO: All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenwood, State of South Carolina, and being more particularly shown and designated as Tract A, containing 0.07 acres, on a plat of Heaner Design Group dated January 5, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on February 10, 2011 in Plat Book 140 at Page 53.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

DERIVATION: This is the identical property to Herbert Anderson, Jr. By Deed of Herbert Anderson, Jr. Construction, Inc. Dated February 4, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on February 10, 2011 in Deed Book 1246 at Page 217.

TMS: 6835-056-940

LESS AND EXCEPT: All that certain piece, parcel or tract of land situate, lying and being in the County of Greenwood, State of South Carolina containing 10.85 acres in its entirety as shown on plat prepared by Thomas W. Stribling of date May 12, 1987, same recorded in the Office of the Clerk of court for Greenwood County in Plat Book 51 , Page 135. According to said plat, the within tract of land fronts on the eastern side of White Oak Drive a total distance of 918.68 feet, more or less. For a more full and accurate description, reference is made to the aforesaid plat.

DERIVATION: This is the identical property conveyed to Keith Anderson by Deed of Herbert R. Anderson, Jr. Dated August 28, 1987 and recorded in the Office of the Clerk of court for Greenwood County on September 8, 1987 in Deed Book 325 at Page 841.

LESS AND EXCEPT: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 5.01 acres of land as shown on plat prepared by Thomas H. Stribling of date June 1, 1991 recorded in Plat Book 64 at Page 34 in the Office of the Clerk of Court for Greenwood County. According to said plat, the within acreage fronts on Kimberly Lane for a distance of 288.28 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is the identical property conveyed to Keith Anderson and Susan Anderson by Deed of Herbert R. Anderson, Jr. Dated June 27, 1991 and recorded in the Office of the Clerk of Court for Greenwood County on July 9, 1991 in Deed Book 361 at Page 735.

ALSO: All that certain piece, parcel or lot of land, containing 17.40 acres, more or less, situate, lying and being in the County of Greenwood, State of South Carolina, being known and designated as Tract No. B of Tract No. 1 of the Owen S. Edwards Estate Lands as will more fully appear by reference to a plat thereof prepared by Thomas C. Anderson, Surveyor, dated January, 1933, as revised on June 8, 1966, and April 30, 1969, which plat is duly recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 18, at Page 107. Said Tract No. B fronts and measures on Chinquapin Road for a distance of 370 feet, more or less, extends back therefrom on its northeastern side for a distance of 1,853 feet, more or less, and on its southwestern side along a broken line for a total distance of 1,773.50 feet, more or less, is 520 feet, more or less, wide in the rear and is bounded as follows: on the northeast by property of Austin Edwards; on the southeast by Chinquapin Road; on the southwest by portions of Tracts Nos. A and C of said property and on the northwest by property of Herbert Anderson, Jr.

This conveyance is made specifically subject to existing easements for highways and utilities.

DERIVATION: This is the identical property conveyed to H.R. Anderson by Deed of Harold G. Rykard dated May 19, 1969 and recorded in the Office of the Clerk of Court for Greenwood County on May 20, 1969 in Deed Book 216 at Page 49.

ALSO: All that lot or parcel of land containing two and one-half (2-1/2) acres, more or less, with improvements thereon, situate near the corporate limits of the City of Greenwood, within the County of Greenwood, State of South Carolina, being shown and designated as Lot "A" on a plat made by T.C. Anderson, Surveyor, dated June 8, 1966, recorded in Plat Book 15, Page 107, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference ay be had for a more complete and accurate description. The said Lot "A" is bounded on the Northwest and Northeast by property of Herbert Anderson, Jr., Southwest by property of Margaret W. Adams; and Southeast by Chinquapin Road.

This conveyance is made subject to any easements and rights of way wwhich may have been heretofore granted affecting this property for public utilities and streets or roads, whether they same appear of record or not.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of L.B. Adams, Jr. As Executor under the last Will and Testament of Alice Rykard, deceased dated December 5, 1985 and recorded in the Office of the Clerk of Court for Greenwood County on December 13, 1985 in Deed Book 311 at Page 866.

TMS: 6835-129-790

GRANTEES' ADDRESS: 2117 Highway 72 NW, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, their Successors and Assigns forever.



And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 3 day of October, 2012.

Signed, sealed and delivered

in the presence of:

 
Emily B. May Robert Anderson

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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



SWORN to before me this 3)
day of October, 2012)
)
May Her (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

Exhibit C

Promissory Note

On this date of March 22, 2012, in return for valuable consideration received (Attachment A), the undersigned borrower jointly and severally promises to pay to Herbert R. Anderson, Jr, the "Lender, the sum of \$1,560,000.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid Under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on March 24, 2012 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

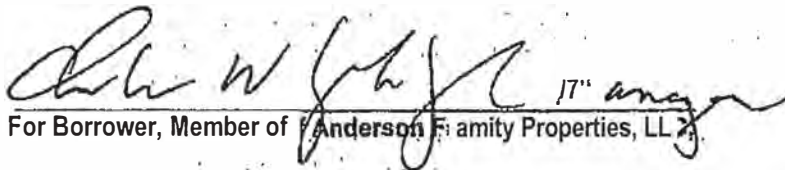
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect...

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 22 day of March, 2012


For Borrower, Member of Anderson Family Properties, LLC

Signed the presence of:

ATTACHMENT A
SCHEDULE OF PROPERTIES PURCHASES BY
ANDERSON FAMILY PROPERTIES, LW
FROM HERBERT R. ANDERSON, JR
MARCH 22, 2012

DESCRIPTION	PROP #	LOCATION		VALUE	
Lots AnddrSO n Industrial Park-lot 50	6836-711.600	Greenwood	Lt 50 Anderson Park	624-209	40,000
Lots Anderson Indutiial Oirk-trb	6836:697-645	Greenwood	Tr B Anderson Ind Park	624-209	50,000
ATTACHMENT A	500-18.B-3-163	Beaufort	Lot 163 Outdoor Resorts Unit Paradise 1158	1423-227	35,000
Lot-Paradise Park, Florida	402635458012	Charlotte, FL	Park 4621 Riversedge	1665-1879	20,000
Boat Slip - Florida	641934000130	Volusia, FL	Village	5022-1499	90,000
Airport Hanger-Daytime	622516000180	Volusia, FL	119 Aces Alley	5811-2830	300,000
3 Lots Anderson SQ-ir 1	6845.972-083	Greenwood	Pt Tr 1 (1.0 ea)	624-213	200,000
3 tits Anderson SO-tr 2	6855-056-063	Greenwood	Genesis Circle	624-213	100,000
3 Lots Anderson SG-trio	6855-037-083	Greenwood	Parkway	624-213	35,000
4 Lots Milford Manor	6847-422-190	Greenwood	Lot 41 Milford	539-302	45,000
	68471427-196	Greenwood	Lot 40 Milford	539-302	45,000
	6847-432-249	Greenwood	Lot 13 Milford'	539-302	45,000
	6847-458-217	Greenwood	Lot 18 Milford	539-302	45,000
15aarei.Highway 72 WeSt	6835-011-920	Greenwood	18.35a Hwy 72	458-190	300,000
Comer of Spring and Lindsey	6845-822-556	Greenwood	964 Spring St	1260-187	25,000
Lindsey Ave	6845-807-548	Greenwood	501 Lindsey	1221-291	15,000
4.8 aares'Jenkins•Springs Rd	6845-175-421 ¹	Greenwood	218 Jenkins Springs	1003-1	50,000
921 'Spring Street	6845-789-574	Greenwood	8.1a Spring	1260-187	75,000
619 Liner Cir	6845-725-564	Greenwood	9.4a Uner	1217-282	45,000
GRAND TOTAL				1,560,000	

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Exhibit D

201300010194
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201300010194 EXEMPT
ANGELA WOODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
12-24-2013 03:55 PM.
REC FEE: 10.00

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**

Instrument Book Page
201300010194 1393 44

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns, the following described property, to-wit:

All those lots or parcels of land, together with improvements thereon situate, lying and being in the County of Greenwood, State of South Carolina, being more particularly shown and designated as Lot Nos. 44 and 45 of Block D of Milford Manor Subdivision of Phase I, on plat prepared by Heaner Engineering Company, dated June 26, 1984, revised June 20, 1990, and recorded in Plat Book 60 at Page 48, in the Office of the Clerk of Court for Greenwood County, which plat is surveyed, is incorporated herein by reference and is made a part and parcel hereof.

The within described property is subject to every respect to existing easements and rights of way for streets, roads, drains, sewer and utilities of record or in place and also subject to restrictions of record as amended and supplements.

This property is subject to Restrictive Covenants and Conditions of date October 25, 1984, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 303 at Page 825 and as amended on November 14, 1984, in Deed Book 337 at Page 985, in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is a portion of the property conveyed to Herbert Anderson, Jr. by Deed of R.B. Curry, Jr, R.B. Curry, III and Cathryn Curry Rivers dated October 1, 1998 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 539 at Page 302.

TMS: 6847-400-178 and 6847-392-178

GRANTEES' ADDRESS: 2117 Hwy 72 NW, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, its Successors and Assigns forever.

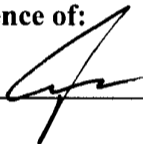
And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

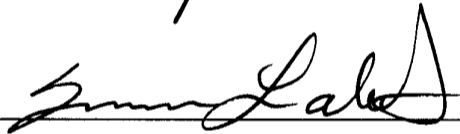
Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

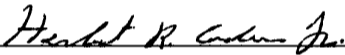
WITNESS the grantor's hand and seal this 19 day of December, 2013.

Signed, sealed and delivered

in the presence of:





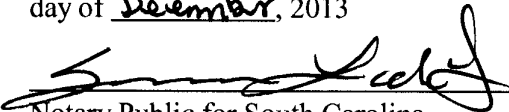


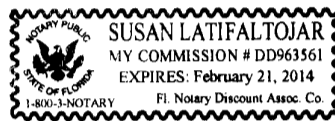
STATE OF ~~SOUTH CAROLINA~~)
^{Florida})
COUNTY OF ~~GREENWOOD~~)
^{Volusia})

PROBATE

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



SWORN to before me this 19)
day of December, 2013)
 (LS))
Notary Public for South Carolina)
My Commission Expires: 2-21-2014)



AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201300010194 Book Page 1393 47

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots 44 and 45 Milford Manor, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers 6847-400-178 and 6847-392-178, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on December 19, 2013.
3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of the Affidavit): #8
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationships exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of the lien or encumbrance is:

6. The deed recording fee is computed as follows:

a. Place the amount listed in item 4 above here:	\$0.00
b. Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c. Subtract Line 6(b) from Line 6(a) and place result here:	\$0.00

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

8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: **Grantor.**

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 19 day of December, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/21/2014

[Signature]
Responsible Person Connected with the Transaction

Herbert Anderson Jr.
Print or Type Name Here

ELECTRONICALLY FILED - 2024 Sep 28 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, or beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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FILED IN GREENWOOD COUNTY, OH - 2024 OCT 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

201300002079
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201300002079
ANGELA WOODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
03-22-2013 02:45 PM
REC FEE: 11.00

Instrument 201300002079
Book Page
1352 162

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, his heirs, successors and assigns, the following described property, to-wit:

*LTS 116/109 118/20 127/115
122/94 GRAND HARBOR*

PARCEL ONE:

7806-768-401

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 131 on plat of survey entitled "Plat of Grand Harbor, Phase III", prepared for SCN Group, Greenwood, LLC, by Davis & Floyd, dated March 7, 2001, and recorded in Plat Book 116 at Page 109 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

Also included in the within conveyance is an easement for ingress and egress along Grand Harbor Boulevard and Compass Point Drive as shown on the aforesaid plat of survey.

DERIVATION: This is the identical property conveyed to Capitalbank by Deed in Lieu of Foreclosure of Mohd N. Alkassmi and Maryam Alkassmi dated March 15, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on March 19, 2010 in Deed Book 1202 at Page 50.

PARCEL TWO:

7806-765-391

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 132 on plat of survey entitled "Plat of Grand Harbor, Phase III", prepared for SCN Group, Greenwood, LLC, by Davis & Floyd, dated March 7, 2001, and recorded in Plat Book 116 at Page 109 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

Also included in the within conveyance is an easement for ingress and egress along Grand Harbor Boulevard and Compass Point Drive as shown on the aforesaid plat of survey.

DERIVATION: This is the identical property conveyed to Capitalbank by Deed in Lieu of Foreclosure of Mohd N. Alkassmi and Maryam Alkassmi dated March 15, 2010 and

recorded in the Office of the Clerk of Court for Greenwood County on March 19, 2010 in Deed Book 1202 at Page 62.

PARCEL THREE:

7806-446-551

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 239, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 28.

PARCEL FOUR:

7806-472-573

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 242, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 38.

PARCEL FIVE:

7806-480-570

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 243, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

Instrument 201300002079 Book 1352 Page 164

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 33

PARCEL SIX:

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 276, Phase VI, of Grand Harbor Subdivision as shown on the plat, prepared by Davis and Floyd Engineering Co., Inc. of date January 28, 2004, last revised November 3, 2005, recorded in Plat Book 127 at Page 115 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

7806-535-501

This property is subject to the Protective Covenants, Conditions and Restrictions imposed upon Grand Harbor Subdivision as entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 20, 2009 and recorded in the Office of the Clerk of Court for Greenwood County on January 28, 2009 in Deed Book 1141 at Page 143.

PARCEL SEVEN:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 45, Phase I, of Patriot Plantation as shown on the plat, prepared by Davis and Floyd Engineering Co., Inc. of date February 26, 2003, last revised May 13, 2004, and entered for record in Plat Book 122 at Page 94 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

7815-627-838

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated June 29, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on June 29, 2010 in Deed Book 1217 at Page 71.

GRANTEES' ADDRESS: 2117 Hwy 72 NW, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, his Heirs, Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 11 day of March, 2013.

Signed, sealed and delivered

in the presence of:

[Signature] *[Signature]*
May L

Instrument 201300002079 Book Page 1352 166

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Jill B W Graham

SWORN to before me this 11)
day of March, 2013)
)
Man T. L. (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots Grand Harbor, Ninety Six, SC 29666 bearing Greenwood County Tax Map Numbers 7806-768-401; 7806-765-391; 7806-446-581; 7806-472-573; 7806-480-570; 7806-555-501; 7815-627-838, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on March 11, 2013.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$0.00
b. Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 11 day of March, 2013.

Notary Public for South Carolina My Commission Expires: 5/30/17

Responsible Person Connected with the Transaction

Herbert Anderson Jr. Print or Type Name Here

201400002379
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201400002379 EXEMP1
ANGELA WOODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
04-25-2014 09:03 am.
REC FEE: 10.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**
Instrument Book Page
201400002379 1409 95

KNOW ALL MEN BY THESE PRESENTS, that HERBERT ANDERSON, JR. hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lots 61, 67, and 74 on plat prepared by David & Floyd Engineering, dated February 26, 2003, last revised September 8, 2004, prepared for Patriot Plantation Land Company, LLC. Said plat is heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 123, at Page 107. Reference is made to the aforesaid plats for a more full and accurate description.

This property is subject to Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Patriot Plantation of date March 27, 2003 and entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 776, at Page 245.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Patriot Plantation Land Co, LLC dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1218 at Page 67.

GRANTEES' ADDRESS: 2117 Hwy 72 NW, Greenwood, SC 29649

TMS# 7815-484-772
7815-496-819
7815-536-866

Lts 123/107
PATRIOTS PLANTATION

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, their Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 22 day of April, 2014.

Signed, sealed and delivered

in the presence of:

Jed (B) Graham Hill
Mary Lee

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Jed B W Gardner

SWORN to before me this 22)
day of April, 2014)
Mary J. Love (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots 61, 67 and 74 Patriots Plantation, Ninety Six, SC 29666 bearing Greenwood County Tax Map Numbers 7815-484-772, 7815-496-819, 7815-536-866, was transferred by Herbert Anderson, Jr. To Anderson Family Properties of Greenwood, LLC on April 22, 2014.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$00.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$000.00
b. Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$000.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 22 day of April, 2014.

Notary Public for South Carolina My Commission Expires: 5/30/17

Responsible Person Connected with the Transaction

Herbert Anderson Jr. Print or Type Name Here

ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800 ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty form a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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ELECTRONICALLY FILED - 2024 Sep 26 2:13 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800
ELECTRONICALLY FILED - 2024 Oct 04 5:54 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

Exhibit E

Promissory Note

On this date of July 2, 2014, in return for valuable consideration received (**Exhibit A**), the undersigned borrower jointly and severally promises to pay to **Herbert R. Anderson, Jr**, the "Lender"; the sum of \$1,218,375.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on August 2, 2014 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

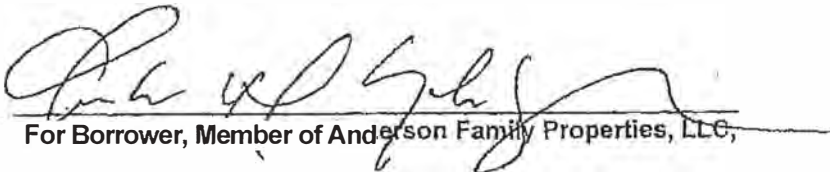
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable Collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

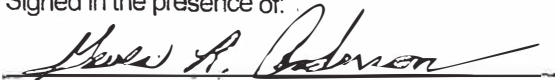
In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 2 day of July, 2014.


For Borrower, Member of Anderson Family Properties, LLC,

Signed in the presence of:



**EXHIBIT A
 PROPERTYES SOLD / TRANSFERRED TO
 ANDERSON FAMILY PROEPRITIES, LLC**

DESCRIPTION	TAX MAP NUMBER	SALE PRICE
KIMBERLY LANE 60.27 AC	6835-129-790	753,375
MILFORD MANNER	6847-392-178	15,000
MILFORb MANNER	6847-400-178	22,500
MILFORD MANNER	6847-364-200	22,500
GRAND HARBBOR	7806-765-391	20,000
GRAND HARBBOR	7806-768-401	20,000
GRAND HARBBOR	7806-555-501	20,000
GRAND HARBBOR	7806-480-570	20,000
GRAND HARBBOR	7806-446-581	20,000
GRAND HARBBOR	7806-472-573	20,000
PATRIOTS POINT	7815-484-772	30,000
PATRIOTS POINT	7815-496-819	50,000
PATRIOTS POINT	7815-536-866	70,000
PATRIOTS POINT	7815-627-838	135,000
		<u>1,218,375</u>

4860-8669-9857 v.17 047587/01500, 2:00 PM, 05/12/2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
)	
The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative, J. Kershaw Spong,	)	Civil Action No. 2023-CP-24-00800
)	
)	
Plaintiff,	)	<u>AMENDED COMPLAINT</u>
)	
vs.)	
)	
Anderson Family Properties of Greenwood, LLC,)	
)	
Defendant.)	
)	

Plaintiff, the Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative J. Kershaw Spong, complaining of Defendant Anderson Family Properties of Greenwood, LLC (“AFP” or “Defendant”) would respectfully show and allege to the court the following:

GENERAL JURISDICTIONAL ALLEGATIONS

1. Plaintiff is a probate estate for the late Herbert Rivers Anderson, Jr. (“Mr. Anderson”). Mr. Anderson died on November 2, 2018. His estate was originally opened in McCormick County but is presently pending in Lexington County, South Carolina (Case No. 2020-ES-32-01119) (hereinafter the “Estate”). Charles Schulze was appointed as the Personal Representative of the Estate. After significant litigation between the Estate and a creditor of the Estate, referred to as the “Buchanan Trust”, Charles Schulze resigned as the Personal Representative, and Mr. Spong was named the Successor Personal Representative by Consent Order entered May 21, 2024, a copy of which is attached as **Exhibit A**.

2. Defendant is a limited liability company duly organized in the State of South Carolina whose principal place of business is in Greenwood County, South Carolina. Defendant's registered agent for the service of process is Charles Schulze, 340 Main Street, Greenwood, SC 29646. Defendant's managing member was Charles Schulze until August 23, 2023, when he resigned. The current managing member is Gwen Anderson located at 2117 Highway 72 Bypass W, Greenwood, South Carolina 29649. Gwen Anderson is the widow of Mr. Anderson.

3. Despite Mr. Anderson's death in 2018, the original Complaint in this matter wasn't filed until August 25, 2023 ("Original Complaint"). At all times until two days before the Original Complaint was filed, Charles Schulze was both the manager of Defendant and the Personal Representative of the Estate.

4. The transactions referred to in this Complaint all occurred in Greenwood County, South Carolina.

5. As such, jurisdiction is proper in this Court. Venue is proper in Greenwood County.

FACTUAL BACKGROUND

6. This case involves repayment of promissory notes given from Defendant to Mr. Anderson as part of several transfers of real property from Mr. Anderson to Defendant.

7. Defendant began operations in March 2012, but was later registered with the Secretary of State of South Carolina on April 17, 2012.

8. Defendant originally began operating as Anderson Family Properties, LLC, but discovered that this name had been taken by an unrelated entity out of Mt. Pleasant, South Carolina. Thus, there was a delay in the registration and the name change to Anderson Family Properties of Greenwood, LLC.

9. Defendant is in the business of land development.

10. In 2012, Mr. Anderson transferred certain real property to Defendant. These properties include, but are not limited to, the properties in Greenwood and Beaufort Counties, as evidenced by the following deeds (collectively, the “AFP 2012 Deeds,” copies of which are attached as **Exhibit B**):

- a. Title to Real Estate recorded on October 3, 2012, in Greenwood County in Deed Book 1329, Page 185;
- b. Title to Real Estate recorded October 3, 2012, in Greenwood County in Deed Book 1329, Page 176;
- c. Title to Real Estate recorded October 4, 2012, in Beaufort County in Deed Book 3180, Page 1164.
- d. Title to Real Estate recorded October 5, 2012, in Greenwood County in Deed Book 1330, Page 1.

11. In exchange for the AFP 2012 Deeds, Defendant executed and delivered to Mr. Anderson a Promissory Note in the amount of \$1,560,000.00, a copy of which is attached at **Exhibit C** (the “2012 Note”).

12. In 2013 and 2014, Mr. Anderson transferred additional real property to Defendant as evidenced by the following deeds (collectively, the “AFP 2013 and 2014 Deeds,” copies of which are attached as **Exhibit D**):

- a. Title to Real Estate recorded December 24, 2013, in Greenwood County in Deed Book 1393, Page 44;
- b. Title to Real Estate recorded March 22, 2013, in Greenwood County in Deed Book 1352, Page 162; and

c. Title to Real Estate recorded April 25, 2014, in Greenwood County in Deed Book 1409, Page 95.

13. In exchange for the AFP 2013 and 2014 Deeds, Defendant executed and delivered to Mr. Anderson a second promissory note in the amount of \$1,218,375.00, a copy of which is attached as **Exhibit E** (the “2014 Note”). Collectively, the AFP 2012 Deeds and the AFP 2013 and 2014 Deeds are referred to as the “Deeds,” and the 2012 Note and the 2014 Note are referred to as the “Notes.”

14. Presumably, the amounts of the Notes were based upon and tied to the value of the real property conveyed in the Deeds. While Mr. Anderson retained a minimal 0.52% ownership interest in Defendant, Mr. Anderson or Ted R. Wyndham executed affidavits in connection with the recording of the Deeds that exempted the transfers from payment of deed stamps based on Mr. Anderson’s exchange for control of the transferee, the Defendant. In fact, control of the Defendant was given to Mr. Anderson’s wife, Gwen Anderson, who owns a 90% of Defendant, and/or Mr. Schulze.

15. The Notes accrued interest at 2% per annum and could be prepaid without penalty but had no maturity date. As such, the Notes are demand notes.

16. Pursuant to the terms of the Notes, the only terms of repayment were that Defendant was to pay Mr. Anderson 75% of the net proceeds from the sale of any of the real property now owned by Defendant pursuant to the Deeds. These payments were to be applied to interest first, then to principal.

17. Upon information and belief, Defendant made some payments on Notes; however, significant sales of real property have occurred with no payment to Plaintiff. As such,

Defendant failed to make the required payments to Mr. Anderson following the sale of the real property transferred to Defendant.

18. Plaintiff can find no record of a demand for payment having been made by Mr. Anderson and/or his estate until the filing of the Original Complaint. Despite demand for payment in the Original Complaint, Defendant has refused to make payment on the Notes.

19. At the time of Mr. Anderson's death in 2018, the total amount owed on the Notes was, upon information and belief, \$2,234,293.10. Interest continues to accrue as set forth in the Notes.

20. Defendant has continually failed to make the payments required under the Notes as real property identified in the Deeds is sold. There also appears to be, upon information and belief, significant real property still owned by Defendant.

21. As such, the Notes are in default, and the full amount of the Notes is hereby accelerated and demanded.

22. The Notes include a provision that upon default, Defendant is to pay all reasonable attorney fees and costs.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract – Debt Collection)

23. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

24. Defendant had contracts with Mr. Anderson to pay Mr. Anderson the total of \$2,234,293.10 plus interest.

25. Defendant has failed to pay Mr. Anderson pursuant to the contracts and therefore has breached the contracts.

26. As a direct and proximate result of the Defendant's breach of contract, the Estate

of Herbert Anderson has been damaged and is entitled to Judgment against the Defendant in the amount of \$2,234,293.10 plus interest at the statutory pre-judgment interest rate from November 2, 2018.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

27. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

28. Mr. Anderson conveyed a benefit upon Defendant when he transferred real property to Defendant.

29. Defendant has realized the benefit of this real property from either selling these properties for profit or continuing to maintain possession of these valuable properties.

30. Defendant's retention of the funds from the sale of this property or of the funds from the sale of the property without paying for the property purchased from Mr. Anderson is unjust and should not be permitted under these circumstances.

FOR A THIRD CAUSE OF ACTION
(Constructive Trust)

31. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

32. Defendant has obtained possession of monies which in equity and good conscience belong to Plaintiff.

33. Therefore, Plaintiff seeks equitable relief and requests the Court immediately "freeze" any account holding the sale proceeds from the sales of any properties identified above and impose a constructive trust on those monies to ensure payment to Plaintiff.

FOR A FORTH CAUSE OF ACTION

(Alternative Action to Recover under Statute of Elizabeth, S.C. Code Ann. § 27-23-10)

34. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

35. In the event that the Notes are deemed uncollectible, Plaintiff seeks to void the Deeds and/or to recover the proceeds from sales of the properties included in the Deeds for the benefit of the estate.

36. Pursuant to S.C. Code Ann. § 62-3-710, a personal representative has the power to avoid certain transfers that would be void or voidable as against the decedent's creditors.

37. At the time of the Deeds, Mr. Anderson was indebted to and aware of his personal liability to certain third-party creditors. Some of those creditors are now seeking repayment from Mr. Anderson's estate. This includes the Buchanan Trust, who had filed their foreclosure action to collect on a note for which Mr. Anderson was a guarantor.

38. To the extent properties were conveyed by Mr. Anderson to Defendant with no intent to seek repayment, those Deeds and the transfer of properties evidenced thereby were made for a lack of valuable consideration.

39. After transferring the properties at issue to Defendant, Mr. Anderson failed to retain sufficient property to pay creditors.

40. Whether intentional or not, the practical effect of the Deeds was to remove certain properties from the reach of third-party creditors, and if the intent was to never repay the Notes, the transfers were without consideration.

41. The actions of Mr. Anderson, Defendant, and other parties involved in the transfer of properties and execution of the Notes and Deeds as set forth in this Complaint exhibit a clear pattern of seeking to unlawfully protect assets from execution and recovery by creditors.

42. The Deeds and the transfers of property evidenced thereby are, or should be determined to be, void as being in violation of the Statute of Elizabeth, S.C. Code Ann. § 27-23-10.

43. Plaintiff is entitled to an order of this court setting aside the Deeds as fraudulent conveyances and ordering either (a) the proceeds from any sales of those properties be repaid to the Plaintiff and/or (b) the remaining properties be returned to Plaintiff.

WHEREFORE, having set forth its causes of action as against Defendant, the Plaintiff would pray the following relief issue by order of this Court.

1. The Court award judgment against the Defendant and in favor of the Plaintiff in the amount of \$2,234,293.10, plus interest accruing after November 2, 2018;

2. The Court award judgment to Plaintiff for its attorney fees and costs in bringing this action;

3. The Court impose a constructive trust on those monies held by Defendant to ensure payment to Plaintiff;

4. In the alternative, the Court enter an order declaring the Deeds to violate the Statute of Elizabeth and ordering that (a) the proceeds from any sales of those properties be repaid to the Plaintiff and/or (b) the remaining properties be returned to Plaintiff; and

5. For such other and further relief in favor of the Plaintiff as the court deems just and proper under the circumstances, now, or to be developed through discovery in this case.

[Signature page to follow]

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/R. William Metzger, Jr.
R. William Metzger, Jr. [SC Bar #12852]
Benjamin R. Gooding [SC Bar #100620]
C. Elizabeth Weston [SC Bar #103305]
Post Office Box 11449
Columbia, SC 29211
(803) 929-1400
bmetzger@robinsongray.com
bgooding@robinsongray.com
lweston@robinsongray.com

Attorneys for Plaintiff

Columbia, South Carolina
October 7, 2024

Exhibit A

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

A TRUE COPY:

ATTEST:

Clamp
Probate Judge, Lexington County, S. C.

IN THE PROBATE COURT

2024 MAY 21 PM 2:14

Civil Action No. 2020-ES-32-01119

In the Matter of:)
Estate of Herbert Rivers Anderson, Jr.)

Stephen Wilkinson, as Trustee of George)
B. Buchanan Jr. Irrevocable Family Trust)
Dated 15th Day of July 2021,)

CONSENT ORDER OF RESIGNATION
OF PERSONAL REPRESENTATIVE
AND APPOINTMENT OF SUCCESSOR
PERSONAL REPRESENTATIVE

Petitioner,)

vs.)

Charles W. Schulze, Personal)
Representative of the Estate of Herbert)
Rivers Anderson, Jr.,)
Respondent.)

This matter comes before the Court upon the filing of a Petition to Remove Personal Representative and to Appoint Successor Personal Representative ("PR Petition") by Petitioner Stephen Wilkinson, as Trustee of George B. Buchanan Jr. Irrevocable Family Trust Dated 15th Day of July 2021 ("the Trust"). It now appears the Petition has been resolved by the parties. I hereby make the following findings of fact:

1. Decedent Herbert Rivers Anderson, Jr. ("Decedent") died on November 2, 2018.
2. On or around December 5, 2018, Respondent Charles W. Schulze ("Mr. Schulze") was appointed Personal Representative of Decedent's Estate ("the Estate").
3. The Trust filed the PR Petition on September 5, 2023. A hearing was initially scheduled for October 25, 2023; however, this Court continued the hearing until April 16, 2024, to allow for full briefing, discovery, and depositions.
4. While the Petition was pending, the Trust filed a Petition for Appointment of a Special Administrator. After receiving briefing, affidavits, and evidence and hearing arguments from both the Estate and the Trust regarding their respective positions, this Court appointed J.

Kershaw Spong (“Mr. Spong”) to serve as Special Administrator (“Special Administrator Order”) of the Estate pending final resolution of the Petition to Remove.

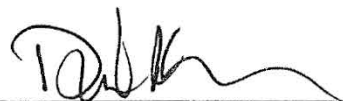
5. The Court is advised that the Trust and Mr. Schulze have reached an agreement – only between the Trust and Mr. Schulze – resulting in Mr. Schulze resigning as Personal Representative and withdrawing his objection to the PR Petition, with Mr. Schulze and the Trust consenting to this Order. Furthermore, Mr. Schulze waives his right to receive any compensation for his service as personal representative pursuant to Section 62-3-719 of the South Carolina Probate Code.

Upon careful consideration, and with the consent of the Trust and Mr. Schulze and there being no objection from Mr. Spong,

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court accepts the resignation of Mr. Schulze as Personal Representative;
2. Mr. Spong is hereby appointed as Successor Personal Representative; and
3. If either party fails to comply with the terms of this Order, that party shall be subject to the Court’s contempt powers to enforce the Order.

IT IS SO ORDERED.



The Honorable Daniel R. Eckstrom
Probate Court Judge

Lexington, South Carolina

5-21-, 2024.

Exhibit B

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

201200007253
TED B WYNHAM
PO BOX 148
GREENWOOD SC 29648

201200007253 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
10-03-2012 03:12 pm.
REC FEE: 10.00

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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

Instrument Book Page
201200007253 1329 185

KNOW ALL MEN BY THESE PRESENTS, that HERBERT ANDERSON, JR. A/K/A HERBERT R. ANDERSON, JR. hereinafter referred to as Grantor, for and in consideration of Ten and No/100 (\$10.00) Dollars and other consideration, paid to Grantor by ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

All those certain pieces, parcels or tracts of land, lying situate and being in the County of Greenwood, State of South Carolina, being shown and designated as Tract 1A, 1B and Tract 2, on plat prepared by Heaner Incorporated, entitled "Plat Made at the Request of Herbert R. Anderson, Jr.", of date July 8, 2010, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 139 at Page 97. According to said plat, Tract 1A consists in its entirety of 4.13 acres, more or less; Tract 1B consists in its entirety of 0.98 acres, more or less; and Tract 2 consists in its entirety of 2.99 acres, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is a portion of the conveyed to Herbert Anderson, Jr by Deed of Emerald Investments, Inc. dated May 30, 2000 and recorded in the Office of the Clerk of Court for Greenwood County on June 3, 2000 in Deed Book 624 at Page 209.

TMS: Tract 1A 6855-037-083
Tract 1B, ~~6855-037-083~~ 6845-972-083
Tract 2 6855-056-063

GRANTEES' ADDRESS: 2117 Highway 72 West, Greenwood SC 29646

PB 139/97

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201200007253 Book Page 1329 187

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at Lots Genesis Circle, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers 6855-037-083; 6855-972-083; 6855-056-063, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on September 24, 2012.
- 3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
- 5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
- 6. The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$0.00
 - b. Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
 - c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28
day of September, 2012.

May T. Lee
Notary Public for South Carolina
My Commission Expires: 5/30/17

Ted B Wyndham
Responsible Person Connected with the Transaction

Ted B. Wyndham
Print or Type Name Here

Instrument	Book	Page
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INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201200007252
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201200007252 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
10-03-2012 03:12 PM
REC FEE: 13.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

TITLE TO REAL ESTATE

Instrument Book Page
201200007252 1329 176

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR. A/K/A HERBERT R. ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

PARCEL ONE:

All those certain pieces, parcels or tracts of land, lying situate and being in the County of Greenwood, State of South Carolina, being shown and designated as Tract B and Lot No. 50, on plat prepared by Heaner Incorporated, entitled "Plat Made at the Request of Emerald Investments, Inc. Showing Anderson Industrial Park", of date May 1, 2000, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 112 at Page 126. According to said plat, Tract B consists in its entirety of 2.05 acres, more or less; and Lot No. 50 consists in its entirety of 0.61 hundredths of an acre, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is a portion of the conveyed to Herbert Anderson, Jr by Deed of Emerald Investments, Inc. dated May 30, 2000 and recorded in the Office of the Clerk of Court for Greenwood County on June 3, 2000 in Deed Book 624 at Page 209.

TMS: Tract B 6836-697-645
Lot 50 6836-711-600

*Ph 112/126 60/48 26/144
45/170 33/122*

PARCEL TWO:

All those lots or parcel of land together with improvements thereon situate, lying and being in the County of Greenwood, State of South Carolina being more particularly shown and designated as Lots 13, 18 of Block B and Lots 40, 41 of Block D of Milford Manor Subdivision of Phase 1 on plat prepared by Heaner Engineering Company dated June 26, 1984 revised June 20, 1990 and recorded in Plat Book 60 at Page 48 in the Office of the Clerk of Court for Greenwood County, which plat is surveyed is incorporated herein by reference is made a part and parcel hereof. The within described property is subject to every respect to existing easements and rights of way for streets, roads, drains, sewer and utilities of record or in place and also subject to restrictions of record as amended and supplemented.

DERIVATION: This is a portion of the property conveyed to Herbert Anderson, Jr. By

Deed of R.B. Curry, Jr., Individually and as Attorney in Fact for R.B. Curry, III, and as Attorney in Fact for Cathryn Curry Rivers dated October 1, 1998 and recorded in the Office of the Clerk of Court for Greenwood County on October 5, 1998 in Deed Book 539 at Page 302.

- TMS Lot 13 6847-432-249
- Lot 18 6847-458-217
- Lot 40 6847-427-196
- Lot 41 6847-422-190

PARCEL THREE:

All that tract or parcel of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, as will be more particularly shown on plat thereof by Thomas C. Anderson, dated February 24, 1937, which plat is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, EXCEPT AND LESS HOWEVER, all that piece, parcel and lot of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, containing 1.93 acres, more or less, and being more particularly described as follows: Beginning at the southeastern corner of that tract of land shown on plat by Thomas C. Anderson dated February 24, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, said southeastern corner being a point where the centerline of Lindsey Avenue Extension and the western edge of Spring Street intersect; thence running North 29 ° 10' West along the western edge of Spring Street for a distance of 300 feet, more or less, to a point; thence turning and running South 63° 15' West along a line, parallel to the centerline of Lindsey Avenue Extension for a distance of 280 feet, more or less, to a point; thence turning and running a distance of 300 feet, more or less, to a point on the center line of Lindsey Avenue Extension, which point lies 280 feet, more or less, South 63° 15' West from the point of beginning. The tract and parcel herein conveyed contains 8.4 acres, more or less, and is bounded on the northeast by Spring Street; on the southeast by property of Janelle H. Rush and property, now or formerly of the George W. Park Estate, and on the southwest and northwest by property, now or formerly of G.F. Liner.

Also, all that lot or parcel of land situate, lying and being in the City and County of Greenwood, State of South Carolina, fronting for a distance of 91 feet, more or less on Spring Street and running back therefrom along Lindsey Avenue Extension (referred to in prior deeds as New Street) a distance of 238.5 feet, more or less, and on the southern side a distance of 294.75 feet, more or less, and being 108.5 feet, more or less, wide in the rear, and being bounded as follows: On the north by Lindsey Avenue Extension, on the east by Spring Street, and on the south and west by property of Marshall Mays, Trustee.

This property is conveyed subject in every respect to all existing easements and rights-of-way for street and utility purposes whether or not the same appear of record.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J & B Investments of Greenwood, LLC dated May 19, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on May 19, 2011 in Deed Book 1260 at Page 187.

TMS: 6845-822-556

PARCEL FOUR:

All that lot of land, situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, containing 0.22 acres, more or less, and being shown on plat dated August 22, 1985 by John H. Welborn & Company, recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 45 at Page 170. Said lot is bounded and measures as follows: on the northwest by Lindsey Avenue Extension, fronting and measuring thereon a distance of 89.18 feet on the northeast by property shown on said plat as being of Triangle Property, measuring thereon 103.12 feet; on the southeast by other property of the Grantors, measuring thereon 97.87 feet; and on the southwest by other property of the Grantors, measuring thereon 113.65 feet.

Also, all of Grantors' right, title and interest in and to the property lying between the above described lot and the centerline of Lindsey Avenue Extension.

This conveyance is made subject to all existing easements and rights of way for streets, roads, and utilities.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Donnie Ray Davis dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on July 30, 2010 in Deed Book 1221 at Page 291.

TMS: 6845-807-548

PARCEL FIVE:

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, containing 4.48 acres, more or less, as shown on plat of Heaner Engineering Co., Inc., Greenwood, S.C., dated December 13, 1979, and recorded in Plat Book 33, Page 122, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be had for a more complete and accurate description of said tract.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Junior L. Nickles dated October 12, 2006 and recorded in the Office of the Clerk of Court for Greenwood County on October 17, 2006 in Deed Book 1003 at Page 1.

TMS: 6845-175-421

PARCEL SIX:

All that tract or parcel of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, as will be more particularly shown on plat thereof by Thomas C. Anderson, dated February 24, 1937, which plat is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26 at Page 144, EXCEPT AND LESS HOWEVER, all that piece, parcel and lot of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, containing 1.93 acres, more or less, and being more particularly described as follows: Beginning at the southeastern corner of that tract of land shown on plat by Thomas

C. Anderson dated February 24, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, said southeastern corner being a point where the centerline of Lindsey Avenue Extension and the western edge of Spring Street intersect; thence running North 29° 10' West along the western edge of Spring Street for a distance of 300 feet, more or less, to a point; thence turning and running South 63° 15' West along a line, parallel to the centerline of Lindsey Avenue Extension for a distance of 280 feet, more or less, to a point; thence turning and running a distance of 300 feet, more or less, to a point on the center line of Lindsey Avenue Extension, which point lies 280 feet, more or less, South 63° 15' West from the point of beginning. The tract and parcel herein conveyed contains 8.4 acres, more or less, and is bounded on the northeast by Spring Street; on the southeast by property of Janelle H. Rush and property, now or formerly of the George W. Park Estate, and on the southwest and northwest by property, now or formerly of G.F. Liner.

Also, all that lot or parcel of land situate, lying and being in the City and County of Greenwood, State of South Carolina, fronting for a distance of 91 feet, more or less on Spring Street and running back therefrom along Lindsey Avenue Extension (referred to in prior deeds as New Street) a distance of 238.5 feet, more or less, and on the southern side a distance of 294.75 feet, more or less, and being 108.4 feet, more or less, wide in th rear, and being bounded as follows: on the north by Lindsey Avenue Extension, on the east by Spring Street, and on the south and west by property of Marshall Mays, Trustee.

This property is conveyed subject in every respect to all existing easements and rights-of-way for street and utility purposes whether or not the same appear of record.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J & B Investments of Greenwood, LLC dated May 19, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on May 19, 2011 in Deed Book 1260 at Page 187.

TMS: 6845-789-574

PARCEL SEVEN:

All that certain piece, parcel or tract of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, shown on plat prepared for Mrs. Frank Liner by S.B. Rambo, C.E. dated April 7, 1945, and recorded in Plat Book 31, at Page 127, in the Office of the Clerk of Court for Greenwood County, which plat is incorporated herein by reference and made a part hereof. According to said plat the within conveyance is shown as containing 11.9 acres, more or less, and is bounded and described as follows: BEGINNING at a point on the center line of Spring Street thence turning and running along property now or formerly of H.E. Rush, Jr. Et al., S 54° 00' W for a distance of 1124.0 feet, more or less, to an iron pin; thence turning and running in a generally Southeasterly direction along property now or formerly of Rush for a distance of 315 feet, more or less, to a pint 15 feet to the East of the original point on the above reference plat (which point is more fully shown by reference to plat of H.E. Rush property surveyed by Thomas C. Anderson on February 14, 1937, and recorded in Plat Book 26, at page 144); thence turning and running in a generally southerly direction for a distance of 350 feet, more or less, to the point where the line extending N 2-1/3° W from the mouth of the ditch (at branch) intersects with the center line of the Georgia and Florida Railroad property, thence turning and running in a generally Northwesterly direction along the centerline of the Georgia Florida Railroad for a

distance of 900 feet more or less, to the point where the centerline of the Georgia and Florida Railroad intersects with the Southeastern right of way of the C. & W. C Railway thence turning and running along the right of way of the C. & W.C. Railway N 64° 00' East for a distance of 1313.4 feet, more or less, to a point on the center line of Spring Street; thence turning and running S 29° 10' E along the centerline of spring Street for a distance of 300 feet, more or less, to the point of BEGINNING. The above described property is bounded on the Northeast by the centerline of Spring Street; on the South and Southeast by property of H.E. Rush, Jr. et al., and by property of Marshall T. Mays, Trustee; (formerly property of George W. Park); on the Southeast and West by the center line of the Georgia and Florida Railroad; on the Northwest by the right of way of the C.& W.C. Railway.

ALSO, All of the grantor's right, title and interest in and to existing easements and rights of way theretofore granted to railroads or for railroad purposes, with the understanding that the foregoing conveyance is subject to the rights of way of the Georgia and Florida Railroad and the C.& W. C. Railway (now Seaboard Coach Line Railroad).

The within property is subject to existing easements for streets, road, railroads, and other utilities, whether the same appear of record or not, and specifically to the right of way conveyed to Greenwood Cotton Mill by Mrs Lilla B. Linder on November 26, 1937, and recorded in Deed Book 50 at Page e83, in the Office of the Clerk of Court for Greenwood County, which right of way runs along the C.& W.C. Railroad right of way from Spring Street to the Georgia and Florida Railroad.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of McDill Properties, LLC dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on July 1, 2010 in Deed Book 1217 at Page 282.

TMS: 6845-725-564

GRANTEES' ADDRESS: 2117 Hwy 72W, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, his Heirs, Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 31 day of August, 2018.

Signed, sealed and delivered

in the presence of:

<u> <i>Isid B W Graham</i> </u>	<u> <i>Robert Graham</i> </u>
<u> <i>May L</i> </u>	_____
_____	_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Juel B W Gynther

SWORN to before me this 31st)
day of August, 2008)

May I L (LS))

Notary Public for South Carolina)
My Commission Expires: 5/30/17)

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201200007252 Book Page 1329 183

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Multiple Parcels, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers , was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on ~~September 31~~ August 2012.
3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:

a. Place the amount listed in item 4 above here:	\$0.00
b. Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c. Subtract Line 6(b) from Line 6(a) and place result here:	\$0.00

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 31
day of August, 2012.

May The
Notary Public for South Carolina
My Commission Expires: 5/30/17

Ted B Wyndham
Responsible Person Connected with the Transaction

Ted B. Wyndham
Print or Type Name Here

INFORMATION

Instrument 201200007252 Book Page 1329 184

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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Prepared by: Ted B. Wyndham, Attorney at Law
P.O. Box 148
Greenwood, SC 29648

BEAUFORT COUNTY SC- ROD
BK 03180 PGS 1164-1168
DATE: 10/04/2012 04:49:31 PM
INST # 2012057993 RCPT# 690574

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, situate and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as Lot Number 163, Outdoor Resorts of Hilton Head Island, on the plat entitled AOutdoor Resorts/Hilton Head Island Phase Three@ and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 27 at Page 1.

AND ALSO, an undivided interest in all right, title and interest in the common properties which are shown on the said above-referred plat of record, and are identified in the Covenants and Restrictions for Outdoor Resorts of Hilton Head Island recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 278 at Page 1366; said common properties to be owned in common with all present and future owners of lots within Outdoor Resorts of South Carolina in accordance with said Covenants and Restrictions.

Said property is conveyed subject to all covenants, restrictions, easements, options and obligations as contained in the Protective Covenants/Outdoor Resorts site, dated April 24, 1978, and filed of record in the Office of the Clerk of Court for Beaufort County, South Carolina on April 27, 1978, in Deed Book 262 at Page 1739.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. by Deed of Joseph M. Reardon and Sandra J. Reardon dated May 3, 2001 and recorded in the Office of the Register of Deeds for Beaufort County on May 23, 2001 in Deed Book 1423 at Page 227.

TMS 500-18-B-3-163

GRANTEES= ADDRESS: 2117 Hwy 72 West, Greenwood, SC 29649

ADD DMP Record 10/11/2012 04:16:02 PM						
BEAUFORT COUNTY TAX MAP REFERENCE						
Dist	Map	SMap	Parcel	Block	Week	
R550	015	00B	0003	0163	00	

RECORDED
2012 Oct -12 03:06 PM
Sharon D. Bernis
BEAUFORT COUNTY AUDITOR

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, its Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 2 day of August, 2012.

Signed, sealed and delivered

in the presence of:

Leil B Wyndham Robert Smith Jr.
May Loh

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Jed B Wyndham

SWORN to before me this 2)
day of August, 2012)
)
May 7th (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

ELECTRONICALLY FILED - 2024 Oct 07 8:33 AM GREENWOOD - COMMON PLEAS CASE#2023CP240880

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

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at Lot 163 outdoor Resorts., Hilton Head Island, SC 29928 bearing Beaufort County Tax Map Number 500-18-B-3-163, was transferred by Herbert R. Anderson, Jr. to Anderson Family Properties of Greenwood LLC on August 2, 2012.
- 3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$00.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of the lien or encumbrance is:

6.	The deed recording fee is computed as follows:	
a.	Place the amount listed in item 4 above here:	\$00.00
b.	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c.	Subtract Line 6(b) from Line 6(a) and place result here:	\$00.00

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

8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: **Grantor.**

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 2
day of August , 2012.

Herbert Anderson, Jr.
Responsible Person Connected with the Transaction

Mary Th
Notary Public for South Carolina
5/30/17

Herbert Anderson, Jr.

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty form a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201200007322
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201200007322 EXEMPT
INGRAM MODN
COUNTY CLERK
GREENWOOD COUNTY SC
10-05-2012 03:57 PM
REC FEE: 14.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**
) **(Title Not Examined)**

Instrument Book Page
201200007322 1330 1

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR. A/K/A**

HERBERT R. ANDERSON, JR. hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

*LTS: P10 6/5 62/40 37/6 98/80
51/135 64/34 18/107 15/107*

LP35-056-940

All and singular, all that certain tract of land, with dwelling house and other improvements located thereon, situate, lying and being about three(3) miles from the City of Greenwood, County of Greenwood, State of South Carolina. The said tract contains Fifteen (15) acres, and is located at the intersection of Woodlawn Road with the Greenwood-Abbeville Highway (U.S. Highway No. 72) and is more fully shown according to a plat by Thomas C. Anderson, Surveyor, bearing date November 5, 1951, to which plat reference is hereby made, and which is recorded in the office of the Clerk of Court for Greenwood County, and being shown upon the said plat as Tract No. 1 containing Sixteen (16) acres, less, however lot of one (10) acre located at the intersection of Woodlawn Road and United State Highway No. 72 heretofore conveyed by J.G. Fife to Mrs. Grace Hinton. The said tract of land is bounded on the North by United States Highway No. 72; on the West by the Woodlawn Road; on the East by other land of Herbert Anderson, Jr., and on the South by land of Claude W. Botts.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J.G. Fife dated September 24, 1958 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 134 at Page 304.

ALSO: All that certain lot of land, situate, lying and being about four (4) miles West of the City of Greenwood, County of Greenwood, State of South Carolina, being located on U.S. Highway No. 72 leading fro Greenwood to Abbeville and at the intersection of Woodlawn Road with the said highway. The said lot contains approximately one (1) acre and will be more fully shown according to a plat thereof by Thomas C. Anderson, Surveyor, bearing date March 7, 1952, hereunto attached and made a part of this deed. The said lot measures for its North boundary along the center line of U.S. Highway No. 72 for a distance of two hundred ten (210) feet and extends back therefrom on its Eastern side along other property of J.G. Fife for a distance of two hundred ten (210) feet and measuring on its Southern boundary along land of J.G. Fife for a distance of two hundred ten (210) feet and measuring on its Western boundary along the center of Woodlawn Road for a distance of Two hundred ten feet. Less

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however, that portion of the above property which has been granted or deeded as Highway right-of-way, more particularly set out in a deed from Grace D. Hinton dated July 28, 1989 and recorded in Deed Book 341 at Page 743 in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Grace D. Hinton dated July 27, 1993 and recorded in the Office of the Clerk of Court fro Greenwood County on August 9, 1993 in Deed Book 383 at Page 792.

ALSO: All and singular, all that certain tract of land, situate, lying and being about four (4) miles West of the City of Greenwood, County and State aforesaid. The aid tract is located just off of the Abbeville Highway and contains eleven (11) acres, and is a portion of tract No. 3 of a subdivision of land of J.G. Fife, as shown upon plat by Thomas C. Anderson, Surveyor, bearing date November 5, 1951, and being recorded in Plat Book 6, at Page 5, in the Office of the Clerk of Court for Greenwood County. The said tract of eleven (11) acres is shown upon the aforesaid plat and designated thereon as Tract 3-B and having been surveyed by Thomas C. Anderson on June 26, 1957. The said tract being bounded on the West by other land of Claude W. Botts; on the North by land of J.G. Fife, lot of Same Hinton and other land of Herbert R. Anderson, Jr.; and on the South and East by Tract 4 of the Fife subdivision belonging to Herbert R. Anderson, Jr.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Claude W. Botts dated June 27, 1957 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 126 at Page 498.

ALSO: All and singular, all that certain lot or parcel of land situate, lying and being in the Woodlawn Community of Greenwood County, State of South Carolina. The said lot contains sixty-seven one-hundredths (67/100) of an acre and is more fully shown by plat of Thomas C. Anderson, Surveyor, bearing date November 27, 1959, showing the said lot as an addition to a plat made by Thomas C. Anderson of date November 5, 1951. The said lot is triangular in shape and is bounded as follows: On the East by other land of Herbert Anderson, Jr., whereon it measures for a distance of four and ninety-one one-hundredths (4.91) chains; bounded on the Northwest by other land of Herbert Anderson, Jr., where it measure for a distance of two and ninety-two one-hundredths (2.92) chains and bounded on the Southwest by other land of the grantor whereon it measures for a distance of four and six tenths (4.6) chains.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Claude W. Botts recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 143 at Page 557.

ALSO: All and singular, all that certain tract or parcel of land situate, lying and being about four (4) miles West of the City of Greenwood, County and State aforesaid, containing sixty-six (66) acres. The said tract of land is designated and described as Tract No. Four (4) of the subdivision of land of J.G. Fife, according to a plat thereof by Thomas C Anderson, Surveyor, bearing date November 5, 1951, to which plat reference is hereby made and which

plat is recorded in the Office o the Clerk of Court for Greenwood County. The said tract of land is bounded on the West by Tract No. 3 of the said subdivision belonging to Claude W. Botts; bounded on the South by land of Hoyt Faulkner, on the Southeast by land of Ralph Jenkins; on the East by land of the Estate of Mattison Edwards; and on the North by land of Herbert R. Anderson, Sr.

DERIVATION: This is the identical property conveyed to Herbert R. Anderson, Jr. By Deed of Herbert R. Anderson, Sr. Dated November 10, 1951 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 92 at Page 160.

LESS AND EXCEPT: All that certain piece parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 7.54 acres, more or less, and being shown and designated on a plat by Thomas N. Stribling of date December 13, 1990 recorded in Plat Book 62 at Page 40 in the Office of the Clerk of Court for Greenwood County. Said property is located on the Southern side of U.S. Highway 72 and fronts thereon 42.80 feet, more or less. For a more full and accurate description, reference is made to the aforesaid plat. Shown in Deed from Herbert R. Anderson, Jr. To Gwcn R. Anderson dated December 31, 1990 and recorded on December 28, 1990 in Deed Book 255 at Page 579.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 3.0 acres, more or less, as shown on plat prepared by Heaner Engineering Co., Inc., dated August 28, 1981, and recorded in the OCC for Greenwood County in Plat Book 37 at Page 6. According to said plat the within lot of land fronts on S.C. Highway No. 72 (Abbeville Highway) for a distance of 354.18 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr by Deed of Estate of Grace Darragh Hinton a/k/a Grace E. Hinton dated August 5, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on August 5, 2010 in Deed Book 1222 at Page 143.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the county of Greenwood, State of South Carolina, containing 3.3 acres, more or less, as shown on plat prepared by Heaner Engineering Co., Inc., dated August 28, 19981, and recorded in the OCC for Greenwood County in Plat Book 37 at Page 6. According to said plat the within lot of land fronts on S.C. Highway No. 72 (Abbeville Highway) for a distance of 200.41 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Grace E. Hinton dated September 3, 1981 and recorded in the Office of the Clerk of Court for Greenwood County on September 18, 1981 in Deed Book 284 at Page 194.

ALSO: All that lot or parcel of land situate off SC Highway #72W in the County of Greenwood, State of South Carolina, being triangular in shape, and containing 0.32 acres, more or less, being more particularly shown and described on a plat of Thomas M. Stribling, dated June 1, 1996, recorded in Plat Book 98, Page 80, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be made for a more complete and accurate description of said parcel. The said parcel herein conveyed was cut from the home tract of the late Lillie M. Anderson, and is shown on said plat as being bounded by property of Grace Hinton, properties of Herbert Anderson, Jr. And property of Lillie (incorrectly shown on said plat as "Lillian") Anderson Estate.

DERIVATION: This is the identical property conveyed to Herbert R. Anderson, Jr. By Deed of Florence A. Nickles dated August 7, 1996 and recorded in the Office of the Clerk of court for Greenwood County on August 15, 1996 in Deed Book 458 at Page 187 and from Last Will and Testament of Lillie Murphy Anderson. Date of Death: October 1, 1994. Estate File 94 ES 24 354, OJP for Greenwood County. See Deed of Distribution recorded May 22, 1996, in Deed Book 451, Page 212, OCC for Greenwood County.

LESS AND EXCEPT: All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, shown and designated as a 14.13 acre, ore or less, tract of land on plat prepared by Thomas M. Stribling of date January 11, 1999 heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 109 at Page 45. Reference is made to the aforesaid plat for a more full and accurate description.

The Grantor herein further grants, bargains, sells and conveys to the grantee an easement for ingress and egress across property of Herbert R. Anderson, along the proposed 50' road which extends to Kimberly Lane as shown on the above mentioned plat.

DERIVATION: This is the identical property conveyed to Kenneth Anderson by Deed of Herbert R. Anderson, Jr. Dated March 15, 1999 and recorded in the Office of the Clerk of Court for Greenwood County on March 16, 1999 in Deed Book 562 at Page 192.

ALSO: All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenwood, State of South Carolina, and being more particularly shown and designated as Tract A, containing 0.07 acres, on a plat of Heaner Design Group dated January 5, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on February 10, 2011 in Plat Book 140 at Page 53.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

DERIVATION: This is the identical property to Herbert Anderson, Jr. By Deed of Herbert Anderson, Jr. Construction, Inc. Dated February 4, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on February 10, 2011 in Deed Book 1246 at Page 217.

TMS: 6835-056-940

LESS AND EXCEPT: All that certain piece, parcel or tract of land situate, lying and being in the County of Greenwood, State of South Carolina containing 10.85 acres in its entirety as shown on plat prepared by Thomas W. Stribling of date May 12, 1987, same recorded in the Office of the Clerk of court for Greenwood County in Plat Book 51 , Page 135. According to said plat, the within tract of land fronts on the eastern side of White Oak Drive a total distance of 918.68 feet, more or less. For a more full and accurate description, reference is made to the aforesaid plat.

DERIVATION: This is the identical property conveyed to Keith Anderson by Deed of Herbert R. Anderson, Jr. Dated August 28, 1987 and recorded in the Office of the Clerk of court for Greenwood County on September 8, 1987 in Deed Book 325 at Page 841.

LESS AND EXCEPT: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 5.01 acres of land as shown on plat prepared by Thomas H. Stribling of date June 1, 1991 recorded in Plat Book 64 at Page 34 in the Office of the Clerk of Court for Greenwood County. According to said plat, the within acreage fronts on Kimberly Lane for a distance of 288.28 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is the identical property conveyed to Keith Anderson and Susan Anderson by Deed of Herbert R. Anderson, Jr. Dated June 27, 1991 and recorded in the Office of the Clerk of Court for Greenwood County on July 9, 1991 in Deed Book 361 at Page 735.

ALSO: All that certain piece, parcel or lot of land, containing 17.40 acres, more or less, situate, lying and being in the County of Greenwood, State of South Carolina, being known and designated as Tract No. B of Tract No. 1 of the Owen S. Edwards Estate Lands as will more fully appear by reference to a plat thereof prepared by Thomas C. Anderson, Surveyor, dated January, 1933, as revised on June 8, 1966, and April 30, 1969, which plat is duly recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 18, at Page 107. Said Tract No. B fronts and measures on Chinquapin Road for a distance of 370 feet, more or less, extends back therefrom on its northeastern side for a distance of 1,853 feet, more or less, and on its southwestern side along a broken line for a total distance of 1,773.50 feet, more or less, is 520 feet, more or less, wide in the rear and is bounded as follows: on the northeast by property of Austin Edwards; on the southeast by Chinquapin Road; on the southwest by portions of Tracts Nos. A and C of said property and on the northwest by property of Herbert Anderson, Jr.

This conveyance is made specifically subject to existing easements for highways and utilities.

DERIVATION: This is the identical property conveyed to H.R. Anderson by Deed of Harold G. Rykard dated May 19, 1969 and recorded in the Office of the Clerk of Court for Greenwood County on May 20, 1969 in Deed Book 216 at Page 49.

ALSO: All that lot or parcel of land containing two and one-half (2-1/2) acres, more or less, with improvements thereon, situate near the corporate limits of the City of Greenwood, within the County of Greenwood, State of South Carolina, being shown and designated as Lot "A" on a plat made by T.C. Anderson, Surveyor, dated June 8, 1966, recorded in Plat Book 15, Page 107, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference ay be had for a more complete and accurate description. The said Lot "A" is bounded on the Northwest and Northeast by property of Herbert Anderson, Jr., Southwest by property of Margaret W. Adams; and Southeast by Chinquapin Road.

This conveyance is made subject to any easements and rights of way wwhich may have been heretofore granted affecting this property for public utilities and streets or roads, whether they same appear of record or not.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of L.B. Adams, Jr. As Executor under the last Will and Testament of Alice Rykard, deceased dated December 5, 1985 and recorded in the Office of the Clerk of Court for Greenwood County on December 13, 1985 in Deed Book 311 at Page 866.

TMS: 6835-129-790

GRANTEES' ADDRESS: 2117 Highway 72 NW, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, their Successors and Assigns forever.


And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.


Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

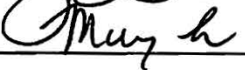
WITNESS the grantor's hand and seal this 3 day of October, 2012.

Signed, sealed and delivered

in the presence of:







STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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



SWORN to before me this 3)
day of October, 2012)
)
May Her (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

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

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Multiple Parcels, Greenwood, SC 29649 bearing Greenwood County Tax Map Numbers 6835-129-790; 6835-056-940, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on October 3, 2012.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$0.00
b. Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 3 day of October, 2012.
Notary Public for South Carolina
My Commission Expires: 5/30/17

Responsible Person Connected with the Transaction
Herbert Anderson Jr
Print or Type Name Here

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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Exhibit C

Promissory Note

On this date of March 22, 2012, in return for valuable consideration received (Attachment A), the undersigned borrower jointly and severally promises to pay to Herbert R. Anderson, Jr., the "Lender, the sum of \$1,560,000.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid Under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on March 24, 2012 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

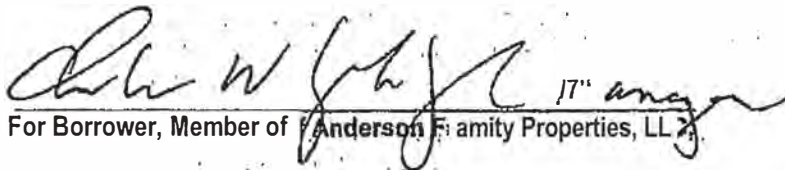
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect...

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 22 day of March, 2012


For Borrower, Member of Anderson Family Properties, LLC

Signed the presence of:

ATTACHMENT A
SCHEDULE OF PROPERTIES PURCHASES BY
ANDERSON FAMILY PROPERTIES, LW
FROM HERBERT R. ANDERSON, JR
MARCH 22, 2012

DESCRIPTION	PROP #	LOCATION		VALUE	
Lots AnddrSO n Industrial Park-lot 50	6836-711.600	Greenwood	Lt 50 Anderson Park	624-209	40,000
Lots Anderson Indutiial Oirk-trb	6836:697-645	Greenwood	Tr B Anderson Ind Park	624-209	50,000
ATTACHMENT A	500-18.B-3-163	Beaufort	Lot 163 Outdoor Resorts Unit Paradise 1158	1423-227	35,000
Lot-Paradise Park, Florida	402635458012	Charlotte, FL	Park 4621 Riversedge	1665-1879	20,000
Boat Slip - Florida	641934000130	Volusia, FL	Village	5022-1499	90,000
Airport Hanger-Daytime	622516000180	Volusia, FL	119 Aces Alley	5811-2830	300,000
3 Lots Anderson SQ-ir 1	6845.972-083	Greenwood	Pt Tr 1 (1.0 ea)	624-213	200,000
3 tits Anderson SO-tr 2	6855-056-063	Greenwood	Genesis Circle	624-213	100,000
3 Lots Anderson SG-trio	6855-037-083	Greenwood	Parkway	624-213	35,000
4 Lots Milford Manor	6847-422-190	Greenwood	Lot 41 Milford	539-302	45,000
	68471427-196	Greenwood	Lot 40 Milford	539-302	45,000
	6847-432-249	Greenwood	Lot 13 Milford'	539-302	45,000
	6847-458-217	Greenwood	Lot 18 Milford	539-302	45,000
15aarei.Highway 72 WeSt	6835-011-920	Greenwood	18.35a Hwy 72	458-190	300,000
Comer of Spring and Lindsey	6845-822-556	Greenwood	964 Spring St	1260-187	25,000
Lindsey Ave	6845-807-548	Greenwood	501 Lindsey	1221-291	15,000
4.8 aares'Jenkins•Springs Rd	6845-175-421 ¹	Greenwood	218.Jenkins Springs	1003-1	50,000
921 'Spring Street	6845-789-574	Greenwood	8.1a Spring	1260-187	75,000
619 Liner Cir	6845-725-564	Greenwood	9.4a Uner	1217-282	45,000
GRAND TOTAL				<u>1,560,000</u>	

Exhibit D

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, its Successors and Assigns forever.

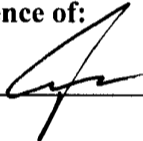
And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

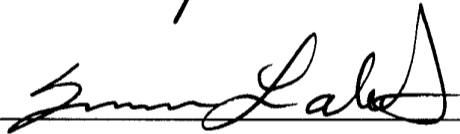
Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

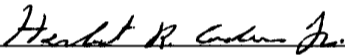
WITNESS the grantor's hand and seal this 19 day of December, 2013.

Signed, sealed and delivered

in the presence of:







AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

ELECTRONICALLY FILED - 2024 Oct 07 8:13 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

Instrument 201300010194 Book Page 1393 47

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots 44 and 45 Milford Manor, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers 6847-400-178 and 6847-392-178, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on December 19, 2013.
3. Check one of the following:
 - a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. The fee is computed on the fair market value of the realty which is \$ _____.
 - c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

a. Place the amount listed in item 4 above here:	\$0.00
b. Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c. Subtract Line 6(b) from Line 6(a) and place result here:	\$0.00

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

8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: **Grantor.**

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 19 day of December, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/21/2014

[Signature]
Responsible Person Connected with the Transaction

Herbert Anderson Jr.
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201300002079
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201300002079 EXEMPT
ANGELA WOODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
03-22-2013 02:45 pm.
REC FEE: 11.00

Instrument Book Page
201300002079 1352 162

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, his heirs, successors and assigns, the following described property, to-wit:

*LTS 116/109 118/20 127/115
122/94 GRAND HARBOR*

PARCEL ONE:

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 131 on plat of survey entitled "Plat of Grand Harbor, Phase III", prepared for SCN Group, Greenwood, LLC, by Davis & Floyd, dated March 7, 2001, and recorded in Plat Book 116 at Page 109 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

Also included in the within conveyance is an easement for ingress and egress along Grand Harbor Boulevard and Compass Point Drive as shown on the aforesaid plat of survey.

DERIVATION: This is the identical property conveyed to Capitalbank by Deed in Lieu of Foreclosure of Mohd N. Alkassmi and Maryam Alkassmi dated March 15, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on March 19, 2010 in Deed Book 1202 at Page 50.

PARCEL TWO:

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 132 on plat of survey entitled "Plat of Grand Harbor, Phase III", prepared for SCN Group, Greenwood, LLC, by Davis & Floyd, dated March 7, 2001, and recorded in Plat Book 116 at Page 109 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

Also included in the within conveyance is an easement for ingress and egress along Grand Harbor Boulevard and Compass Point Drive as shown on the aforesaid plat of survey.

DERIVATION: This is the identical property conveyed to Capitalbank by Deed in Lieu of Foreclosure of Mohd N. Alkassmi and Maryam Alkassmi dated March 15, 2010 and

7806-768-401

7806-765-391

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recorded in the Office of the Clerk of Court for Greenwood County on March 19, 2010 in Deed Book 1202 at Page 62.

PARCEL THREE:

7806-446-551

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 239, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 28.

PARCEL FOUR:

7806-472-573

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 242, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 38.

PARCEL FIVE:

7806-480-570

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 243, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

Instrument 201300002079 Book Page 1352 164

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 33

PARCEL SIX:

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 276, Phase VI, of Grand Harbor Subdivision as shown on the plat, prepared by Davis and Floyd Engineering Co., Inc. of date January 28, 2004, last revised November 3, 2005, recorded in Plat Book 127 at Page 115 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

7806-535-501

This property is subject to the Protective Covenants, Conditions and Restrictions imposed upon Grand Harbor Subdivision as entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 20, 2009 and recorded in the Office of the Clerk of Court for Greenwood County on January 28, 2009 in Deed Book 1141 at Page 143.

PARCEL SEVEN:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 45, Phase I, of Patriot Plantation as shown on the plat, prepared by Davis and Floyd Engineering Co., Inc. of date February 26, 2003, last revised May 13, 2004, and entered for record in Plat Book 122 at Page 94 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

7875-627-838

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated June 29, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on June 29, 2010 in Deed Book 1217 at Page 71.

GRANTEES' ADDRESS: 2117 Hwy 72 NW, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, his Heirs, Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 11 day of March, 2013.

Signed, sealed and delivered

in the presence of:

 Ida B. W. Gindler *Harriet G. Gindler*
 May L.

Instrument 201300002079 Book Page 1352 166

STATE OF SOUTH CAROLINA)
)
) **PROBATE**
)
COUNTY OF GREENWOOD)

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

Jill B W Graham

SWORN to before me this 11)
day of March, 2013)
)
Man T. L. (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots Grand Harbor, Ninety Six, SC 29666 bearing Greenwood County Tax Map Numbers 7806-768-401; 7806-765-391; 7806-446-581; 7806-472-573; 7806-480-570; 7806-555-501; 7815-627-838, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on March 11, 2013.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$0.00
b. Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 11 day of March, 2013.

Responsible Person Connected with the Transaction

Notary Public for South Carolina My Commission Expires: 5/30/17

Herbert Anderson Jr. Print or Type Name Here

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INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201400002379
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201400002379 EXEMPT
ANGELA WOODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
04-25-2014 09:03 am.
REC FEE: 10.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**
) Instrument Book Page
) 201400002379 1409 95

KNOW ALL MEN BY THESE PRESENTS, that HERBERT ANDERSON, JR. hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lots 61, 67, and 74 on plat prepared by David & Floyd Engineering, dated February 26, 2003, last revised September 8, 2004, prepared for Patriot Plantation Land Company, LLC. Said plat is heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 123, at Page 107. Reference is made to the aforesaid plats for a more full and accurate description.

This property is subject to Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Patriot Plantation of date March 27, 2003 and entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 776, at Page 245.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Patriot Plantation Land Co, LLC dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1218 at Page 67.

GRANTEES' ADDRESS: 2117 Hwy 72 NW, Greenwood, SC 29649

TMS# 7815-484-772
7815-496-819
7815-536-866

Lts 123/107
PATRIOTS PLANTATION

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, their Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 22 day of April, 2014.

Signed, sealed and delivered

in the presence of:

Jed (B) Graham Hill
Mary Lee

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Jed B W Gardner

SWORN to before me this 22)
day of April, 2014)
Mary J. Love (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots 61, 67 and 74 Patriots Plantation, Ninety Six, SC 29666 bearing Greenwood County Tax Map Numbers 7815-484-772, 7815-496-819, 7815-536-866, was transferred by Herbert Anderson, Jr. To Anderson Family Properties of Greenwood, LLC on April 22, 2014.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$00.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$000.00
b. Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$000.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 22 day of April, 2014.

Notary Public for South Carolina My Commission Expires: 5/30/17

Responsible Person Connected with the Transaction

Herbert Anderson Jr. Print or Type Name Here

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INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty form a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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Exhibit E

Promissory Note

On this date of July 2, 2014, in return for valuable consideration received (**Exhibit A**), the undersigned borrower jointly and severally promises to pay to **Herbert R. Anderson, Jr**, the "Lender"; the sum of \$1,218,375.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on August 2, 2014 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

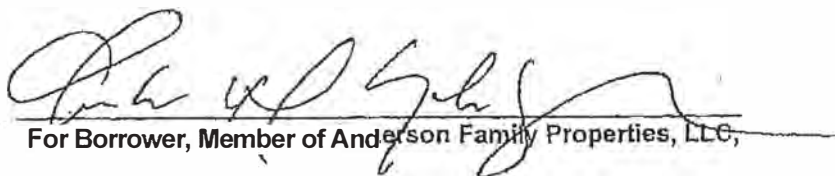
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

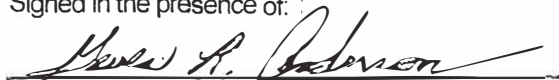
In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable Collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 2 day of July, 2014.


For Borrower, Member of Anderson Family Properties, LLC,

Signed in the presence of:


**EXHIBIT A
 PROPERTYIES SOLD / TRANSFERRED TO
 ANDERSON FAMILY PROEPRITIES, LLC**

DESCRIPTION	TAX MAP NUMBER	SALE PRICE
KIMBERLY LANE 60.27 AC	6835-129-790	753,375
MILFORD MANNER	6847-392-178	15,000
MILFORb MANNER	6847-400-178	22,500
MILFORD MANNER	6847-364-200	22,500
GRAND HARBBOR	7806-765-391	20,000
GRAND HARBBOR	7806-768-401	20,000
GRAND HARBBOR	7806-555-501	20,000
GRAND HARBBOR	7806-480-570	20,000
GRAND HARBBOR	7806-446-581	20,000
GRAND HARBBOR	7806-472-573	20,000
PATRIOTS POINT	7815-484-772	30,000
PATRIOTS POINT	7815-496-819	50,000
PATRIOTS POINT	7815-536-866	70,000
PATRIOTS POINT	7815-627-838	135,000
		<u>1,218,375</u>

4860-8669-9857 v.17 047587/01500, 2:00 PM, 05/12/2023

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

IN THE COURT OF COMMON PLEAS
8TH JUDICIAL CIRCUIT

The Estate of Herbert Rivers, Anderson, Jr.)
By its Personal Representative, Charles W.)
Schulze,)

Civil Action No. 2023-CP-24-00800

Plaintiff,)

**ANDERSON FAMILY PROPERTIES OF
GREENWOOD, LLC’S MOTION TO
DISMISS PLAINTIFF’S COMPLAINT**

vs.)

Anderson Family Properties of Greenwood,)
LLC,)

Defendant.)

TO: R. WILLIAM METZGER, JR., ESQUIRE, COUNSEL FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that Defendant Anderson Family Properties of Greenwood, LLC (“Anderson Family Properties” or “Defendant”), by and through its undersigned counsel, hereby files its Motion to Dismiss Plaintiff’s Amended Complaint (the “Complaint”) in its entirety pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure (“Motion”). Anderson Family Properties makes this Motion without waiving any and all other applicable defenses. The grounds for this Motion are as follows:

Plaintiff’s claims for breach of contract are barred by the statute of limitations and/or laches. The events underlying Plaintiff’s claims for breach of contract are transactions that took place between 2012 and 2016 and, therefore, are barred by the statute of limitations. (See Am. Compl. ¶¶ 10-17).¹

Plaintiff has asserted claims for breach of contract, quantum meruit, and constructive trust related to two separate promissory notes between Plaintiff and Anderson Family Properties. Per

¹ Notably, in Plaintiff’s Original Complaint, Plaintiff admitted Anderson Family Properties sold lots in 2014, 2015, and 2016.

Plaintiff's Amended Complaint, the first promissory note was entered between the parties on March 22, 2012 (the "2012 Note"), attached to Plaintiff's Amended Complaint as Exhibit C, and the second promissory note was entered between the parties on July 2, 2014 (the "2014 Note"), attached to Plaintiff's Amended Complaint as Exhibit D. (*See* Am. Compl. ¶¶ 11, 13.) Pursuant to both the 2012 Note and the 2014 Note, as lots were sold in the development, Anderson Family Properties was to pay Plaintiff 75% of the net proceeds for payment on the respective promissory notes, but failed to do so. (*See* Am. Compl. ¶¶ 16, 17.) Notably, in Plaintiff's Original Complaint, Plaintiff admitted Anderson Family Properties sold lots in 2014, 2015, and 2016, but failed to make payments after the sale of the lots. (*See* Orig. Compl. ¶¶ 14 and 16.)

Anderson Family Properties sold lots included in the March 22, 2012 Note in 2012, 2013, 2014, and 2015. (*See* Am. Compl. ¶¶ 16, 17; Orig. Compl. ¶ 14.) Anderson Family Properties sold lots included in the July 2, 2014 Note in 2014, 2015, and 2016. (*See* Am. Compl. ¶¶ 16, 17; Orig. Compl. ¶ 15.) The statute of limitations for an action for breach of contract is three (3) years. S.C. Code § 15-3-530. Plaintiff commenced this action on August 25, 2023.

Therefore, even if Plaintiff's allegations are true, which Anderson Family Properties denies, all of Plaintiff's claims are barred by the applicable statute of limitations and the doctrine of laches as a matter of law. For the reasons set forth herein, Plaintiff's claims should be dismissed with prejudice pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. This Motion will be further supported by legal memoranda and any other materials as permitted by the Court.

[Signature Block Next Page]

Respectfully submitted,

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s/ Sarah Timmons

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Greenville, South Carolina
November 4, 2024

ELECTRONICALLY FILED - 2024 Nov 04 11:09 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

CERTIFICATE OF SERVICE

I certify that on November 4, 2024, I electronically filed DEFENDANT ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC'S MOTION TO DISMISS to be served on all counsel of record by means of the Court's Notice of Electronic Filing.

Respectfully submitted,

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November 4, 2024
Greenville, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
)	
The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative, J. Kershaw Spong,	)	Civil Action No. 2023-CP-24-00800
)	
)	
Plaintiff,	)	PLAINTIFF’S RESPONSE TO DEFENDANT’S MOTION TO DISMISS PLAINTIFF’S AMENDED COMPLAINT
vs.)	
)	
Anderson Family Properties of Greenwood, LLC,)	
)	
Defendant.)	
<hr/>		

Plaintiff the Estate of Herbert Rivers Anderson, Jr. by its Successor Personal Representative J. Kershaw Spong, by and through the undersigned counsel, hereby submits this Response to Defendant’s Motion to Dismiss Plaintiff’s Amended Complaint. Because the promissory notes at issue are demand notes with no defined repayment schedule, the 10-year statute of limitations found in section 36-3-118 of the South Carolina Code applies. Taking all inferences in the light most favorable to Plaintiff, the statute of limitations has not expired on any of its claims. Further, even if the statute of limitations has run, equitable tolling is appropriate under the circumstances presented here. For these reasons, as explained below, the Court should deny Defendant’s Motion to Dismiss and allow this case to proceed with discovery.

BACKGROUND

This case is collection action originally brought by the Personal Representative of the Estate of Herbert R. Anderson, Jr. (“Anderson”), and subsequently amended by the Successor Personal Representative, as an effort to collect on certain promissory notes from Defendant Anderson Family Properties of Greenwood, LLC (“Defendant”) given to Anderson. Defendant

gave these promissory notes to Anderson on March 22, 2012 in the original principal amount of \$1,560,000.00 (“2012 Note”), and on July 2, 2014 in the original principal amount of \$1,218,375.00 (“2014 Note”) (collectively, the “Notes”). The Notes are simple demand notes issued by Defendant as the result of Anderson’s prior transfer of substantial real property to Defendant in the final years of Anderson’s life.

Defendant is a land development entity formed in 2012. Anderson had a small (0.52%) ownership interest in Defendant, with the vast majority (90%) of Defendant being owned by his wife, Gwen Anderson. From its inception, Charles Schulze was the managing member of Defendant until his resignation in August 2023. Shortly after Defendant’s formation, first in 2012 and again in 2014, Anderson transferred millions of dollars’ worth of real property to Defendant in exchange for the Notes. The Notes do not contain any payment schedule or maturity date. Both Notes appear to be signed by Charles Schulze as the managing member of Defendant.

Anderson died on November 2, 2018. His estate was originally opened in McCormick County but is now pending in Lexington County, South Carolina. Following his passing, Mr. Schulze was also appointed as Personal Representative of Anderson’s estate (the “Estate”). At the time of Anderson’s death in 2018, the total amount owed on the Notes was more than \$2,200,000.00. Based on various allegations of conflicts of interest, self-dealing, and delay in probating the Estate, the largest creditor of the Estate—the Buchanan Trust—brought litigation in the Estate to remove Charles Schulze as the Personal Representative. Mr. Schulze ultimately resigned, and this Court appointed Mr. Spong as the Successor Personal Representative by Consent Order on May 21, 2024.

Although Anderson died in 2018, Schulze, as then-Personal Representative, did not file this action until August 25, 2023. Upon Mr. Spong’s appointment as Successor Personal

Representative, the undersigned counsel substituted as counsel for the Estate and filed the Amended Complaint on October 7, 2024, which asserts causes of action for (1) breach of contract, (2) unjust enrichment, (3) constructive trust, and, in the alternative, (4) under the Statute of Elizabeth, S.C. Code Ann. § 27-23-10, related to the Notes executed by Defendant in favor of Plaintiff.

STANDARD

Under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, a defendant may move to dismiss a complaint for a failure to state a claim sufficient to constitute a cause of action. *Spence v. Spence*, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). The trial court must consider only the allegations set forth in the complaint, which facts and inferences shall be viewed in the light most favorable to the plaintiff. *Id.* “The 12(b)(6) motion may not be sustained if the facts alleged and inferences therefrom would entitle the plaintiff to any relief on any theory.” *Baird v. Charleston Cnty.*, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999).

ARGUMENT

A. Under the applicable statute of limitations in section 36-3-118, this case is timely.

Section 36-3-118(b) of the South Carolina Code provides:

Except as provided in Subsection (d) or (e), if demand for payment is made to the maker of a note payable on demand, an action to enforce the obligation of a party to pay the note must be commenced within six years after the demand. If no demand for payment is made to the maker, an action to enforce the note is barred if neither principal nor interest on the note has been paid for a continuous period of 10 years.

As noted in Official Comment 2 of the statute, “[t]he second sentence of subsection (b) bars an action to enforce a demand note if no demand has been made on the note and no payment of interest or principal has been made for a continuous period of 10 years.” S.C. Code. Ann. § 36-3-118(b), cmt. 2.

The General Assembly adopted this provision in 2008 as part of several amendments to the commercial code. While no published case considering this statute exists, several unpublished opinions from the court of appeals make it clear that the statute of limitations contained in this section applies to all demand notes created after July 1, 2008. *See, e.g., Gaylord v. Gaylord*, No. 2012-UP-571, 2012 S.C. App. Unpub. LEXIS 711, at *3 (Ct. App. Oct. 24, 2012) (citing 2008 S.C. Act. No. 204, §§ 2, 4-5, for the proposition that the statute “unambiguously express[es] the legislature’s intent that the six-year statutory period provided by section 36-3-118(b) (Supp. 2011), during which a party may commence an action to enforce payment of a note made payable on demand, only applies to demand notes issued after July 1, 2008”); *Nandwani v. Queens Inn Motel*, No. 2012-UP-385, 2012 S.C. App. Unpub. LEXIS 474, at *17 n.8 (Ct. App. June 20, 2012) (“Section 36-3-118 of the South Carolina Code (Supp. 2011) was amended in 2008 to affirmatively state the scope of Article 3 of the commercial code, including the statute of limitations.”).

Consider the court of appeals’ decision in *Estate of Patricia B. Holliday v. Holliday*, No. 2023-UP-220, 2023 S.C. App. Unpub. LEXIS 280 (Ct. App. June 7, 2023). A copy of this opinion is attached as **Exhibit A**. This case considered a \$2,000,000.00 loan made by a mother and father to one of their sons. The note read:

FOR VALUE RECEIVED, Ross. S. Holliday, the undersigned borrower, promises to pay to Warren P. Holliday and Patricia B. Holliday, as joint tenants or the survivor of them, or order, the sum of Two Million Dollars (\$2,000,000) together with interest on the unpaid balance at the rate equal to the prime rate of National Bank of South Carolina plus one-half percent (1/2%), payable upon demand.

Id. at *2. Mother subsequently sued to enforce the note, and the son argued the claim was barred by the statute of limitations. While the court ultimately agreed with the son and found the claim was time barred because demand for payment had been made 9 years earlier, the court applied section 36-3-118 to analyze the statute of limitations issue. *Id.* at *3.

Here, the 2012 and 2014 Notes are demand notes subject to section 36-3-118. First, the Amended Complaint specifically alleges the Notes are demand notes. *See* Am. Compl. at ¶ 15 (“The Notes accrued interest at 2% per annum and could be prepaid without penalty but had no maturity date. As such, the Notes are demand notes.”). Even if the Court disregards this well-pled fact, the terms of the Notes themselves, which are exhibits to the Amended Complaint, reveal they are demand notes. They contain no maturity date and no repayment schedule. In the absence of such provisions, the only logical assumption is that they were payable on demand.

As stated in the Amended Complaint, “Plaintiff can find no record of a demand for payment having been made by Mr. Anderson and/or his estate until the filing of the original Complaint” in this action. (*See* Am. Compl. at ¶ 18). Therefore, because no demand was made on the Notes before this action was filed, the 6-year statute of limitations in section 36-3-118(b) does not apply. Rather, the 10-year statute of limitations applies to the Notes.

1. The Estate commenced this action within 10 years of the 2014 Note’s execution and is therefore timely.

Charles Schulze, as the managing member of Defendant, executed the 2014 Note on July 2, 2014. This action was originally commenced on August 25, 2023, when the same Charles Schulze, acting the as Personal Representative of the Estate, filed the original Complaint to collect the Notes. Because the filing of the Amended Complaint relates back to the filing date of the original Complaint, the Estate filed this action within 10 years after the execution of the 2014 Note. It is therefore timely. *See, e.g., Scott v. McCain*, 272 S.C. 198, 202–03, 250 S.E.2d 118, 121 (1978) (noting “if the amendment merely expanded and amplified what was alleged in support of the cause of action, it related back to the commencement of the action and was not affected by the intervening lapse of time”).

2. Because Defendant made payments on the 2012 Note, discovery is necessary to determine when the statute started to run.

Charles Schulze, again as the managing member of Defendant, signed the 2012 Note on March 22, 2012. But, as stated in the Amended Complaint, “[u]pon information and belief, Defendant made some payments on the Notes.” (See Am. Compl. at ¶ 17). Section 36-3-118(b) specifically says that “an action to enforce the note is barred if neither principal nor interest on the note *has been paid for a continuous period of 10 years.*” (emphasis added). While taking each allegation in the Amended Complaint in the light most favorable to Plaintiff, the 10-year statute of limitations on the 2012 Note has not run as payments have been made on the Note in the intervening time period. Thus, the 10-year statute of limitations began to run sometime after the execution of the 2012 Note and did not run out before the commencement of this action.

B. Even if the Court determines that a different statute of limitations applies, further discovery is necessary to determine when that statute began to run. At this stage, all inferences related to those facts should be resolved in favor of Plaintiff and the motion to dismiss should be denied.

Even if the Court agrees with Defendant that section 15-3-530’s three-year statute of limitations applies, there are other factors that affect when that statute of limitations began to run. At this stage and on a motion to dismiss, all inferences related to those factors must be resolved in favor of the Estate. The Court should deny the motion to dismiss and allow discovery to proceed.

1. Payment by Defendant affects the statute of limitations.

It is well settled in South Carolina that if payments are made towards a note after the applicable limitations has passed, the statute of limitations begins again. See *Wolfe v. Brannon*, 211 S.C. 282, 286, 44 S.E.2d 833, 835 (1947) (“A payment proved to have been made by the maker of a promissory note after it has become barred by the statute of limitations is equivalent to a promise in writing by the maker to pay the debt, upon which action may be brought at any time within [the applicable statute of limitations] after such payment.”); *Nandwani v. Queens Inn Motel*, No. 2012-UP-385, 2012 S.C. App. Unpub. LEXIS 474, at *16–17 (Ct. App. June 20, 2012) (same).

In *Wolfe*, the Supreme Court further notes:

It is not necessary, in order to toll the running of the statute of limitations, that such payment be in actual money. An agreement between the payee and maker to apply as a credit on the note a debt owing by the payee to the maker, or an agreement to credit the note on account of goods delivered by the maker to the payee or services rendered to him, is sufficient for the purpose of interrupting the running of the statute of limitations.

211 S.C. at 287, 44 S.E.2d at 835.

As alleged in the Amended Complaint, Defendant has made payments on the Notes since their execution and delivery. These payments, credits, and/or reductions of the debt restart the applicable statute of limitations. Taking all facts and inferences in the light most favorable to Plaintiff, the payments alleged in the Amended Complaint affect when the statute of limitations begins to run, making it impossible for the Court to determine that the claims are barred at this juncture.

2. The discovery rule also affects the statute of limitations.

Under the discovery rule, “the statute of limitations begins to run when a cause of action reasonably ought to have been discovered. The statute runs from the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct.” *Dean v. Ruscon Corp.*, 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). “The discovery rule applies to breach of contract actions.” *Lyons v. Fid. Nat’l Title Ins. Co.*, 415 S.C. 115, 124, 781 S.E.2d 126, 131 (Ct. App. 2015) (quoting *Prince v. Liberty Life Ins. Co.*, 390 S.C. 166, 169, 700 S.E.2d 280, 282 (Ct. App. 2010)). “Pursuant to the discovery rule, a breach of contract action accrues not on the date of the breach, but rather on the date the aggrieved party either discovered the breach, or could or should have discovered the breach through the exercise of reasonable diligence.” *Id.* at 124–25, 781 S.E.2d at 131 (quoting *Maher v. Tietex Corp.*, 331 S.C. 371, 377, 500 S.E.2d 204, 207 (Ct. App. 1998)).

As Defendant points out in its motion, the Amended Complaint alleges that lots from the real property conveyed to Defendant were sold between in 2012 through 2016. Under the terms of the Notes, these sales would have triggered required payments under the Notes. Yet the Amended Complaint is silent as to whether Anderson or his Estate were made aware of these sales. At this point, any inference as to when Anderson or his Estate learned of these sales must be resolved in the light most favorable to Plaintiff. As a result, the Court cannot determine when the statute began to run and dismissal is inappropriate.

3. In the alternative, to the extent the Court determines the Estate filed this action outside the statute of limitations, equitable tolling should apply.

Alternatively, under any potentially applicable statute of limitations, the Court should apply equitable tolling to toll the statute of limitations under the circumstances presented in the Amended Complaint.

Equitable tolling refers to suspending or stopping the running of a statute of limitations and may either temporarily suspend the running of the limitations period or delay the start of the limitations period. *Hooper v. Ebenezer Senior Servs. & Rehab. Ctr.*, 386 S.C. 108, 115, 687 S.E.2d 29, 32 (2009) (quoting 51 AM. JUR. 2D *Limitation of Actions* § 169 (2000)). South Carolina courts have tolled a statute of limitations based on equitable considerations before but have not set forth an exclusive list of circumstances that justify the application of equitable tolling. *Id.* at 116–17, 687 S.E.2d at 33. In *Hooper*, the Supreme Court mentioned “that ‘[e]quitable tolling typically applies in cases where a litigant was prevented from filing suit because of an extraordinary event beyond his or her control.’” *Id.* at 116, 687 S.E.2d at 33 (quoting *Ocana v. Am. Furniture Co.*, 91 P.3d 58, 66 (N.M. 2004)).

As set forth in the Amended Complaint, Charles Schulze was personal representative of the Estate from his appointment on December 5, 2018, until his resignation on August 25, 2023.

During this same time, he was also the managing member of Defendant until August 23, 2023, when he resigned. In his capacity as personal representative, he waited almost five years to make any effort to collect on the Notes from Defendant, over which he had control. Whether this delay was due to a misunderstanding, neglect, or the inherent conflict of interest, does not matter. All these circumstances justify the Court equitably tolling of the statute of limitations. The Court should allow discovery to proceed so the parties can gather additional information about the circumstances that led to Schulze's failure to promptly seek to recover under the Notes.

CONCLUSION

Based on the above, the Court should deny Defendant's Motion to Dismiss because Plaintiff has sufficiently alleged facts, which together with the inferences therefrom, would entitle Plaintiff to relief under each theory of recovery. Here, the applicable statute of limitations has not run on the claims alleged in the Amended Complaint. There are a number of factors, when taken in the light most favorable to Plaintiff, prevent the Court from finding the statute of limitations has run. Finally, even if the Court finds the statute has run, equitable tolling should apply to toll the statute. For these reasons, the Court should deny Defendant's Motion to Dismiss.

Respectfully submitted,

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Columbia, South Carolina
February 6, 2025

The Estate of Herbert Rivers Anderson v. Anderson Family Properties of Greenwood, LLC
2023-CP-24-00800

ELECTRONICALLY FILED - 2025 Feb 06 5:50 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

Exhibit A

*To Plaintiff's Response to Defendant's
Motion to Dismiss Plaintiff's Amended
Complaint*

Unpublished Opinion

Estate of Patricia B. Holliday v. Holliday

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[Estate of Patricia B. Holliday v. Holliday](#)

Court of Appeals of South Carolina

November 15, 2022, Heard; June 7, 2023, Filed

Unpublished Opinion No. 2023-UP-220

Reporter

2023 S.C. App. Unpub. LEXIS 280 *; 2023 WL 3862772

The Estate of Patricia B. Holliday, Appellant, v. Ross S. Holliday, Respondent.

Notice: THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY [RULE 268\(d\)\(2\)](#), [SCACR](#).

Prior History: [*1] Appeal From Charleston County. Deadra L. Jefferson, Circuit Court Judge. Appellate Case No. 2019-002002.

Disposition: AFFIRMED AS MODIFIED.

Core Terms

statute of limitations, summary judgment, circuit court, deposition, marital settlement agreement, grant summary judgment, demand for payment, action to enforce, appellate court, million dollars, promissory note, make payment, appearing, latest—by

Counsel: Jesse Sanchez, of The Law Office of Jesse Sanchez, of Charleston, for Appellant.

Forrest Truett Nettles, II, of Rosen Hagood, LLC, of Charleston, Alice F. Paylor, of Saxton & Stump, LLC, of Charleston, and Bijan Khaladj-Ghom, of Saxton & Stump, LLC, of Charleston, all for Respondent.

Judges: GEATHERS and MCDONALD, JJ., and HILL, A.J., concur.

Opinion

PER CURIAM: The Estate of Patricia B. Holliday (the Estate) appeals the circuit court's orders granting summary judgment to Ross Holliday on the Estate's claim for payment of a promissory note (the Note) Ross executed and made payable to his parents, Warren and Patricia, who later divorced. The Estate argues the

circuit court erred in finding: (1) Patricia released any right to the Note in her marital settlement agreement (the Agreement) with Warren; (2) the Agreement discharged Ross's obligation to pay the Note; and (3) the purported discovery of the original Note was not newly discovered evidence under [Rule 60\(b\)\(2\)](#), [SCRPC](#). As additional sustaining grounds, Ross asserts summary judgment was proper because the Estate's claim for breach of contract is [*2] barred by the statute of limitations and the doctrine of laches. While we agree summary judgment is appropriate, our reasoning differs from that of the circuit court.

In 2004, Warren and Patricia agreed to loan their son, Ross, two million dollars so Ross could buy into a construction business in Utah. In connection with this loan, Ross executed a promissory note, which stated, in pertinent part:

FOR VALUE RECEIVED, Ross. S. Holliday, the undersigned borrower, promises to pay to Warren P. Holliday and Patricia B. Holliday, as joint tenants or the survivor of them, or order, the sum of Two Million Dollars (\$2,000,000) together with interest on the unpaid balance at the rate equal to the prime rate of National Bank of South Carolina plus one-half percent (1/2%), payable upon demand.

In his deposition, Ross testified he made several payments on the loan: approximately \$800,000 from 2005 to 2007 and \$371,613 in 2010 following the sale of property transferred to him. Ross admitted he did not have any record of these payments, explaining his bank only kept such records for seven years.

Warren died in September 2016. On July 12, 2017, Patricia made her first demand, through counsel, that Ross [*3] repay the remaining "amounts owed on" the Note. On February 20, 2018, Patricia filed a breach of contract action in circuit court seeking to collect on the Note.

On June 11, 2019, Ross moved for summary judgment, arguing, *inter alia*, that Patricia had expressly released

any claim to the Note in the Agreement and that the statute of limitations barred her claim.

Following a September 27, 2019 hearing, the circuit court granted summary judgment to Ross. The circuit court found Patricia released all claims she had to the Note in the December 2013 marital settlement agreement and declined to rule on the merits of Ross's statute of limitations argument.

We disagree with the circuit court's interpretation of the Agreement, but find the statute of limitations bars the Estate's claim. See [Rule 220\(c\), SCACR](#) ("The appellate court may affirm any ruling, order, decision or judgment upon any ground(s) appearing in the Record on Appeal."); [On, L.L.C. v. Town of Mt. Pleasant, 338 S.C. 406, 420, 526 S.E.2d 716, 723 \(2000\)](#) ("The appellate court may review respondent's additional reasons and, if convinced it is proper and fair to do so, rely on them or any other reason appearing in the record to affirm the lower court's judgment.").

[Section 36-3-118\(b\)](#)¹ [of the South Carolina Code](#) (Supp. 2022) states:

Except as provided in Subsection (d) or (e), if demand for payment [*4] is made to the maker of a note payable on demand, an action to enforce the obligation of a party to pay the note must be commenced within six years after the demand. If no demand for payment is made to the maker, an action to enforce the note is barred if neither principal nor interest on the note has been paid for a continuous period of 10 years.

Patricia filed the action to collect the debt on February 20, 2018. Ross claimed Warren made a demand in 2005 or 2006, and Ross subsequently made payments on the Note. Patricia admitted she knew Warren asked Ross for payment on a couple of occasions, including while Ross was working with Holmes Homes, and she

¹Although the parties argued—and the circuit court considered—the statute of limitations now found at [§ 36-3-118\(b\)](#), the note at issue here predates the effective date of this version of statute. See 2008 S.C. Act No. 204 § 4.A ("This act does not apply to a transaction or event, or obligation or duty arising out of or associated with a transaction or event, before the effective date of this act."). However, even if [§ 15-3-530\(1\)](#)'s three-year statute of limitations for contracts, obligations, and other liabilities is considered, the result remains the same: the Estate's claim as to the Note is time-barred.

assumed Ross made payments after Warren's demand. In his deposition, Ross testified he left Holmes Homes in 2010. Thus, even if Warren's demand occurred as late as 2010—the latest Ross worked with Holmes Homes—Patricia's 2018 filing came too late. As both Patricia and Ross testified in their depositions that Warren indeed demanded payment at some point between 2005 and 2010, the six-year statute of limitations was triggered—at the latest—by the 2010 demand.² For this reason, we affirm the grant of summary judgment. See [McMaster v. Dewitt, 411 S.C. 138, 143, 767 S.E.2d 451, 453 \(Ct. App. 2014\)](#) ("Summary judgment [*5] is appropriate when a plaintiff does not commence an action within the applicable statute of limitations.").

AFFIRMED AS MODIFIED.³

GEATHERS and MCDONALD, JJ., and HILL, A.J., concur.

End of Document

²The ten-year statute of limitations of [§ 36-3-118\(b\)](#) would apply only if "no demand for payment is made to the maker." As the circuit court noted in its order, "Patricia argued that no payments were made to her and that she had no knowledge that any payments had ever been made by Ross to Warren. Thus [Ross] argues, Patricia went thirteen (13) years without requesting payments on the Note or even inquiring as to whether the Note had been, or was being, paid."

³We find no support in the record for the circuit court's holding that Patricia released her claim to the Note in the marital settlement agreement. The Estate correctly argues the Agreement "did not address the Note explicitly or implicitly." Nevertheless, our finding as to the expiration of the statute of limitations is dispositive, and we decline to address the Estate's remaining issues raised in this appeal. See [Futch v. McAllister Towing of Georgetown, Inc., 335 S.C. 598, 613, 518 S.E.2d 591, 598 \(1999\)](#) (recognizing an appellate court need not address remaining issues when disposition of prior issue is dispositive).

ARGUMENT¹

A. The factual findings underpinning the Court’s decision are not supported by the allegations of the Amended Complaint.

Under the applicable standard for a motion to dismiss pursuant to Rule 12(b)(6), the trial court must consider *only the allegations set forth in the complaint*, which facts and inferences shall be viewed in the light most favorable to the plaintiff. *Spence v. Spence*, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006) (emphasis added). “The 12(b)(6) motion may not be sustained if the facts alleged and inferences therefrom would entitle the plaintiff to any relief on any theory.” *Baird v. Charleston Cnty.*, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999).

The second paragraph of the Order sets forth factual basis for its findings and states:

This case concerns two notes dated March 22, 2012 and July 2, 2014. Plaintiff transferred real estate to Defendant and took in return these notes. ***No payment was ever made on these notes.*** The March 22, 2012 note specifically states that the obligation to repay began on March 24, 2012, and the July 2, 2014 note similarly states that the repayment obligation began on August 2, 2014. Both notes contemplate that, beginning on March 24, 2012 and August 2, 2014 respectively, upon sale of lots which were transferred to Defendant in consideration of the notes, payment of 75% of the proceeds from such a sale is required. ***With regard to the 2012 note, lots were sold in 2012-2015, and with regard to the 2014 note, lots were sold in 2014-2016. Again, no payment was ever made on these notes,*** and Herbert Anderson passed away on November 2, 2018.

Order at 1 (emphasis added). However, the Amended Complaint does not include allegations supporting any of emphasized portions of the factual recitation. In fact, in some instances, the Amended Complaint alleges the opposite. *See, e.g.*, Am. Compl. at ¶ 17 (“Upon information and belief, Defendant made some payments on Notes”). The Amended Complaint was intentionally

¹ A full factual recitation of the background giving rise to the claims contained in the Amended Complaint can be found in Plaintiff’s Response in Opposition to Defendant’s Motion to Dismiss filed on February 6, 2025. For purposes of this Motion, all capitalized terms shall have the same meaning as set forth in that Response.

silent as to when lots were sold or when payments were made because such information was not readily available or apparent to the Plaintiff.

It appears the Court may have been relying upon allegations that were contained in the Original Complaint that was filed by the Estate's former counsel on behalf of Charles Schulze.² To be clear, the Plaintiff here, J. Kershaw Spong—who is the successor personal representative for the Estate that took over after Mr. Schulze's resignation in the wake of an estate creditor initiating litigation to remove Mr. Schulze as personal representative based on various allegations of conflicts of interest, self-dealing, and delay in probating the Estate—filed the Amended Complaint to correct deficiencies with the original complaint.³ The Amended Complaint was drafted to include allegations based on information that the Plaintiff could independently verify. Any facts or allegation of the Original Complaint that the Plaintiff could not verify were removed in Amended Complaint with the intention of verifying what took place through discovery in this Action.

In any event, under the appropriate standard of review, the Court is required to analyze the viability of Plaintiff's claims based upon the allegations of the operative complaint *and* to take all inferences in the light most favorable to the Plaintiff. Given the Amended Complaint's silence about when lots were sold and payments were or were not made, it is impossible, when taking all

² At the time of that filing, Mr. Schulze was the personal representative of the Estate and had just resigned two days earlier as the managing member of Defendant. Defendant is an entity created by the Decedent, Herbert R. Anderson Jr., which was managed by Mr. Schulze and primarily owned by Decedent's widow, Ms. Gwen Anderson.

³ Upon reviewing the original complaint, one could easily conclude that it was intentionally drafted to invite a statute of limitations defense in an attempt to relieve Defendant from any obligations under the Notes. While that may seem, on its face, to be shocking, the Estate had been open for almost five years when this action was finally brought, the personal representative was also the manager of the Defendant, and the action was only brought after intense pressure from the Estate's primary creditor, the Buchanan Trust.

inferences in the light most favorable to the Plaintiff, for the Court to find the statute of limitations has expired and all of the claims are barred based on a sale in the same year as the note. A review of the deed records of the applicable counties shows Defendant continued to sell properties that were subject to the provisions of the Notes well into the administration of the Estate and just prior to the filing of the original complaint. Plaintiff, as the first truly independent person to review the Estate's affairs, seeks the opportunity through discovery to review the Defendant's records relative to each sale, determine whether a payment or credit was made to the obligation owed and provide an effective and factual rebuttal to the defense asserted by Defendant. Granting the motion to dismiss at the outset denies Plaintiff that ability and severely prejudices his ability to effectively administer and liquidate the Estate.⁴

B. The Order incorrectly finds any claim under the Notes would be barred by the statute of limitations based upon a failure to enforce.

In the Order, the Court's analysis on the statute of limitations states:

Pursuant to the express terms of the notes, the triggering event (post March 24, 2012 and August 2, 2014) which required repayment under each note was the sale of any lot exchanged for that respective note. Clearly, an action on either note would be barred three (3) years after a sale takes place, and the earliest sale for each note occurred the same year as the notes were executed. Accordingly, with respect to the 2012 note, because sales of lots took place that same year, the statute of limitations ran on that note sometime in 2015. Similarly, with respect to the 2014 note, because lots were also sold in 2014, the statute of limitations ran on that note sometime in 2017.

...

⁴ In addition, though not relevant to the legal arguments made here, the first paragraph of the Order incorrectly states that Mr. Gleissner appeared at the hearing on behalf of the Buchanan Trust (a creditor of the estate). To the contrary, Mr. Gleissner is former counsel for the Estate, which was retained by Mr. Schulze prior to his resignation, and was the attorney responsible for filing the original complaint in this action. He does not, and has never, represented the Buchanan Trust and has never represented the Plaintiff in this matter.

Simply stated, no factual dispute exists as to the triggering event which precipitated the requirement for repayment or as to the year for which the triggering event took place with respect to each note. Accordingly, Defendant's 12(b)(6) motion is granted.

This analysis broadly assumes facts not supported by the allegations of the Amended Complaint and is not supported by South Carolina law. Even assuming the Court's finding that the three-year statute of limitations controls is correct, there are factual and legal disputes as to when statute of limitations began to run.

As a preliminary matter, as stated in the prior section, there are not sufficient allegations to support the factual recitation in the Order concerning when sales took place or what payments were made. However, even if the Order correctly states that sales took place in 2012 and 2014, the Court's conclusion that any and all claims on the Notes are now barred by the statute of limitations due to the failure to assert a claim for Defendant's failure to make payments from the earliest sale is not supported by the Notes themselves or South Carolina law.

South Carolina law is clear that the parties' intent controls whether "separate breaches to give rise to new claims with a new statute of limitations period." *Poly-Med, Inc. v. Novus Sci. Pte. Ltd.*, 437 S.C. 343, 355, 878 S.E.2d 896, 902 (2022). Our Supreme Court recently discussed this very issue in its decision in the *Poly-Med, Inc. v. Novus Sci. Pte. Ltd.*, where it stated:

Fundamentally, parties are generally free to contract as they desire. It is the role of a court to give effect to the contracting parties' intentions. *Schulmeyer v. State Farm Fire & Cas. Co.*, 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003). ***In most contracts, based on the terms of the agreement and the context in which it was reached, each breach of a distinct and separate duty gives rise to a separate right of action.*** On the other hand, as we recently recognized, "the parties to a contract may set forth limitations on the remedies available to enforce the contract." *Beverly v. Grand Strand Reg'l Med. Ctr., L.L.C.*, 435 S.C. 594, 602, 869 S.E.2d 812, 817 (2022). These fundamental principles apply equally whether considering breaches of separate and distinct obligations or multiple breaches of a single obligation.

437 S.C. at 354, 878 S.E.2d at 902 (emphasis added). Here, the parties' intent is clear that each sale of a property created a separate obligation to repay 75% of those proceeds towards the balance of the loan. There is no acceleration clause that states that a failure to make a payment renders the full amount due. Rather, the plain language of the Notes demonstrate that the parties expected that each sale would result in funds being paid towards the balance of the Notes. At a minimum, there is a question of fact as to the parties' intent and further discovery should be permitted to investigate this issue.

C. The Order fails to address Plaintiff's equitable tolling argument.

In making the absolute decision to bar Plaintiff's claims under the statute of limitation, the Order fails to consider and/or rule on the argument advanced by Plaintiff that, in the event the court found that some of these claims were barred by the statute of limitations, equitable tolling should apply.

Equitable tolling refers to suspending or stopping the running of a statute of limitations and may either temporarily suspend the running of the limitations period or delay the start of the limitations period. *Hooper v. Ebenezer Senior Servs. & Rehab. Ctr.*, 386 S.C. 108, 115, 687 S.E.2d 29, 32 (2009) (quoting 51 AM. JUR. 2D *Limitation of Actions* § 169 (2000)). South Carolina courts have tolled a statute of limitations based on equitable considerations before but have not set forth an exclusive list of circumstances that justify the application of equitable tolling. *Id.* at 116–17, 687 S.E.2d at 33. In *Hooper*, the Supreme Court mentioned “that ‘[e]quitable tolling typically applies in cases where a litigant was prevented from filing suit because of an extraordinary event beyond his or her control.’” *Id.* at 116, 687 S.E.2d at 33 (quoting *Ocana v. Am. Furniture Co.*, 91 P.3d 58, 66 (N.M. 2004)).

As set forth in the Amended Complaint, Mr. Anderson died in December of 2018. Prior to his death, while Mr. Anderson only held a small share of Defendant, his wife was the majority owner of Defendant and his advisor, Mr. Schulze, was the manager of Defendant. After Mr. Anderson's death, Mr. Schulze became the personal representative of the Estate from December 5, 2018 until his forced resignation on May 21, 2024. He nonetheless also remained the managing member of Defendant until he resigned on August 23, 2023, two days before the original complaint was filed.

There appear to have been significant sales of property both before and after Mr. Anderson's death. For any sales after Mr. Anderson's death, Mr. Schulze would have been aware of them as manager of Defendant and intentionally chose not to pay 75% of the sale price to the Estate. Similarly, in his fiduciary capacity as personal representative, Mr. Schulze waited almost five years to make any effort to enforce the Notes against Defendant and only brought the original complaint after intense pressure from an estate creditor. Under this scenario, Mr. Schulze had fiduciary obligations on both sides of the transactions.

These facts give rise to serious questions about why Mr. Schulze delayed in bringing this action. If he failed to act due to this inherent conflict of interest or intentionally avoided collecting assets on behalf of the Estate, such circumstances would justify the Court equitably tolling of the statute of limitations. This is yet another reasons that further discovery is necessary, which will allow the Plaintiff to gather additional information about the circumstances that led to Schulze's failure to promptly seek to recover under the Notes.

D. The Court's Order fails to address Plaintiff's alternate claim under the Statute of Elizabeth.

The Order also fails to account for the alternate cause of action for fraudulent conveyance under the Statute of Elizabeth. The Amended Complaint alleges that “[i]n the event that the Notes are deemed uncollectible, Plaintiff seeks to void the Deeds and/or to recover the proceeds from sales of the properties included in the Deeds for the benefit of the Estate.” Am. Compl. ¶35. The Amended Complaint further alleges that “[t]o the extent properties were conveyed by Mr. Anderson to Defendant with no intent to seek repayment, those Deeds and the transfer of properties evidenced thereby were made for a lack of valuable consideration.” *Id.* at 38. This cause of action would not share the same statute of limitations period with the breach of contract claim. Instead, under the discovery rule, the statute of limitations on this claim would not begin to run until the Plaintiff knew or should have known of the claim. *Dean v. Ruscon Corp.*, 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). Because Plaintiff was not appointed until May 21, 2024, the statute could not have run on this claim.

E. Newly discovered information related to these claims justifies the Court permitting further amendment to the Complaint and allowing the case to proceed to discovery.

Because of Defendant’s successive motions to dismiss, Plaintiff has been unable to engage in any discovery. However, in administering the Estate, Plaintiff has obtained some information related to Anderson Family Properties. This includes a general ledger for Anderson Family Properties that shows a payment of \$180,000 to Gwen Anderson on December 31, 2020, with Defendant’s own ledger note indicating it as a payment or credit towards the Notes. A copy of these financial documents is attached as **Exhibit A**.

As previously noted, it is well settled in South Carolina that if payments are made towards a note after the applicable limitations has passed, the statute of limitations begins again. *See Wolfe v. Brannon*, 211 S.C. 282, 286, 44 S.E.2d 833, 835 (1947) (“A payment proved to have been made by the maker of a promissory note after it has become barred by the statute of limitations is

equivalent to a promise in writing by the maker to pay the debt, upon which action may be brought at any time within [the applicable statute of limitations] after such payment.”); *Nandwani v. Queens Inn Motel*, No. 2012-UP-385, 2012 S.C. App. Unpub. LEXIS 474, at *16–17 (Ct. App. June 20, 2012) (same). This payment—which was made in 2020, less than three years before the filing of the original complaint—could serve to reset the statute of limitations.

Further, upon searching the records of the Greenwood County Register of Deeds office, Plaintiff has been able to identify deeds transferring of at least ten properties from Plaintiff to other entities since Mr. Anderson’s death in 2018. Here is list of properties sales:

TMS	County	Transferee	Deed Date	Recording Information	Sale Price
6836-697-645 "Tract B"	Greenwood	Keith Sperry	12/22/2020	Bk 1621, Pg 3331	\$18,500
6847-427-196 "Lot 40"	Greenwood	Robert F. Stevenson	1/4/2021	Bk 1622, Pag 659	\$7,000
500-18-B-3-163	Beaufort	KCL Properties, LLC	10/20/2021	Bk 4074, Pg 1237	\$174,000
7815-627-838	Greenwood	Matthew R. Matriacia and Ashley Nicole Matraccia	4/22/2022	Bk 1633, Pg 1220	\$160,000
6847-400-178	Greenwood	Davis M. Engeler	5/19/2022	Bk 1633, Pg 3400	\$29,000
7815-536-866	Greenwood	David John Walsh and Pamela R. Piccolo	6/1/2022	Bk 1634, Pg 828	\$139,000
6835-129-790	Greenwood	Spencer R. Anderson	10/10/2022	Bk 1637, Pg 903	
6847-422-190 "Lot 41"	Greenwood	Thomas and Elizabeth Downtin	10/14/2022	Bk 1637, Pg 1297	\$14,000
6845-822-556, 6845-807-548, 6845-789-574, 6845-725-564	Greenwood	Beartop Holdings, LLC	12/9/22 7/19/2023 (corrected)	Bk 1638, Pg 2003 Bk 1643, Pg 145 (corrected deed)	\$80,000

Based upon the information in the deeds, Defendant was paid more than \$620,000 for these properties, meaning that under the terms of the Notes, it was required to pay more than \$465,000 towards the outstanding balance owed. All of these transfers took place after August 25, 2020 (which is three years before the date of the filing of the original complaint). So, even assuming a three-year statute of limitations, the instant lawsuit was brought before the expiration of the statute of limitations for each of these required payments.⁵

Under our Supreme Court's decision in *Skydive Myrtle Beach v. Horry Cnty*, the Court held that "when a trial court finds a complaint fails 'to state facts sufficient to constitute a cause of action' under Rule 12(b)(6), the court should give the plaintiff an opportunity to amend the complaint pursuant to Rule 15(a) before filing the final order of dismissal. 426 S.C. 175, 179, 826 S.E.2d 585, 587 (2019). The Court went on to find that the trial court's failure to grant such leave to amend is an abuse of discretion and therefore reversible error.

Accordingly, the Court should grant leave to further amend the complaint to allege additional facts related to this newly discovered information.

CONCLUSION

Based on the above, the Court grant the motion to reconsider and issue an order denying Defendant's motion to dismiss. Alternatively, the Court should grant leave to amend the complaint to assert new allegations related to the recent payments and sales that have taken place

⁵ Notably, nearly all of these sales took place while Mr. Schulze was serving both as personal representative of the Estate and as managing member of Defendant. In addition, the vast majority of these sales took place in the two years immediately prior to the filing of the original complaint in this action. Yet, counsel for Schulze did not include any allegations related to these sales in the original complaint. Each of these sales serve as an independent breach of the Notes, for which even a three-year statute of limitations had not run at the filing of this action.

Respectfully submitted,

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/Benjamin R. Gooding

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*Attorneys for Plaintiff the Estate of Herbert Rivers
Anderson, Jr., by its Successor Personal Representative, J.
Kershaw Spong*

Columbia, South Carolina
April 18, 2025

Exhibit A

3:19 PM
 02/04/25
 Accrual Basis

ANDERSON FAMILY PROPERTIES, LLC
Balance Sheet
 As of February 4, 2025

ELECTRONICALLY FILED - 2025 Apr 18 2:51 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

	Feb 4, 25
ASSETS	
Current Assets	
Checking/Savings	
REGIONS BANK	494,374.62
Total Checking/Savings	494,374.62
Other Current Assets	
INVESTMENTS- ESTATE N1	
HWY 72-15 AC	418,000.00
JENKINS SPRINGS-4.8 AC	27,300.00
MILFORD MANNER-13	45,000.00
Total INVESTMENTS- ESTATE N1	490,300.00
INVESTMENTS-ESTATE N2	
GRAND HARBOR-131 #107	20,000.00
GRAND HARBOR-132 #101	20,000.00
GRAND HARBOR-239 #128	20,000.00
GRAND HARBOR-242 #122	20,000.00
GRAND HARBOR-276 #303	20,000.00
GRAND HARBOR -243 #243	20,000.00
HWY 246 N 41.5 AC	116,200.00
KIMBERELY LANE - 60.27AC	753,375.00
MILFORD MANNER - 36	22,500.00
PATRIOTS PLANTATION-61 108 POL	30,000.00
PATRIOTS PLANTATION-67 120 POLO	50,000.00
Total INVESTMENTS-ESTATE N2	1,092,075.00
MISCELLANEOUS ASSETS	278,925.86
Total Other Current Assets	1,861,300.86
Total Current Assets	2,355,675.48
TOTAL ASSETS	2,355,675.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
LOAN - GRA TR B	-1,038.65
LOAN-HR ANDERSON ESTATE	2,443,375.00
Total Other Current Liabilities	2,442,336.35
Total Current Liabilities	2,442,336.35
Total Liabilities	2,442,336.35
Equity	
Retained Earnings	-86,660.87
Total Equity	-86,660.87
TOTAL LIABILITIES & EQUITY	2,355,675.48

ANDERSON FAMILY PROPERTIES, LLC

2/4/2025 3:18 PM

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Register: REGIONS BANK

From 12/31/2014 through 02/04/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/31/2014		TAX REFUND	GAIN/LOSS ON SALE	Deposit		1,313.54	1,313.54
12/31/2014	1001	GWEN ANDERSON	LOAN-HR ANDERSO...		31,200.00		-29,886.46
12/31/2014	1002	ELLIOTT DAVIS	Professional Fees		775.00		-30,661.46
12/31/2014	3		INVESTMENTS- EST...			259,725.70	229,064.24
12/31/2014	3		INVESTMENTS- EST...			17,889.03	246,953.27
12/31/2015	5		Property Taxes [split]		32,831.66		214,121.61
02/23/2016	1016	Void	Office Supplies				214,121.61
04/20/2016	1017	Manley Garvin, LLC	Professional Fees		450.00		213,671.61
06/06/2016	1018	Tim Burke	Professional Fees		12,500.00		201,171.61
06/06/2016	1019	Jeremy Brunson	Repairs and Maintenance		1,700.00		199,471.61
11/20/2016	7		INVESTMENTS- EST...			17,187.88	216,659.49
12/12/2016	1020	Beauford County	Property Taxes		345.68		216,313.81
12/12/2016	1021	County of Volusia	Property Taxes		947.78		215,366.03
12/12/2016	1022	Greenwood County	Property Taxes		13,179.05		202,186.98
08/08/2017	1023	Manley Garvin, LLC	Professional Fees		875.00		201,311.98
08/08/2017	1024	County of Volusia	Property Taxes		988.78		200,323.20
12/16/2017	1025	Beauford County	Property Taxes		409.29		199,913.91
12/16/2017	1026	Greenwood County	Property Taxes		13,548.49		186,365.42
12/16/2017	11		LOAN-HR ANDERSO...	to adjust accou...		12,529.10	198,894.52
04/15/2018	1027	Manley Garvin, LLC	Professional Fees		1,025.00		197,869.52
04/15/2018	1028	Manley Garvin, LLC	Professional Fees		750.00		197,119.52
12/31/2018		Greenwood County	Property Taxes	Deposit		373.80	197,493.32
12/31/2018	1029	County of Volusia	Property Taxes		966.06		196,527.26
01/04/2019	1030	Beauford County	Property Taxes		444.60		196,082.66
01/04/2019	1031	Greenwood County	Property Taxes		13,174.69		182,907.97
03/15/2019	1032	Manley Garvin, LLC	Professional Fees		900.00		182,007.97
09/27/2019	1033	Grand Harbor POA	Dues and Subscriptions		75.00		181,932.97
12/31/2019	1034	Void	Office Supplies				181,932.97
12/31/2019	1035	County of Volusia	Property Taxes		1,075.93		180,857.04
12/31/2019	1036	Beauford County	Property Taxes		465.04		180,392.00
12/31/2019	1037	Greenwood County	Property Taxes		13,209.32		167,182.68
12/31/2019	16		Office Expenses		405.00		166,777.68
04/24/2020	1038	Manley Garvin, LLC	Professional Fees		900.00		165,877.68
04/24/2020	19		-split-			43,492.33	209,370.01
12/31/2020	1039	Greenwood County	Property Taxes		13,366.32		196,003.69
12/31/2020	1041	GWEN ANDERSON...	LOAN-HR ANDERSO...	REPAY FOR ...	180,000.00		16,003.69
12/31/2020	20		OTHER INCOME	TO ADJUST T...		408.00	16,411.69
02/02/2021	1043	Grand Harbor POA	Dues and Subscriptions		4,170.00		12,241.69
10/06/2021	1044	Grand Harbor POA	Dues and Subscriptions		3,200.00		9,041.69
12/31/2021	1042	Beauford County	Property Taxes		471.07		8,570.62

ANDERSON FAMILY PROPERTIES, LLC

2/4/2025 3:18 PM

Register: REGIONS BANK

From 12/31/2014 through 02/04/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/31/2021	23		OTHER INCOME [split]	unkown source		22,837.15	31,407.77
12/31/2021	23		OTHER INCOME [split]	unkown source	408.00		30,999.77
01/01/2022	1045	Void	Office Supplies				30,999.77
04/14/2022	25		-split-	RECORD SAL...		144,357.19	175,356.96
05/17/2022	1046	Tim Burke	Professional Fees		8,000.00		167,356.96
05/25/2022	27		-split-			28,585.65	195,942.61
05/31/2022	26		-split-			125,067.38	321,009.99
06/11/2022	1047	Void	Office Supplies				321,009.99
06/11/2022	1048	Grand Harbor POA	Dues and Subscriptions		19,012.89		301,997.10
07/12/2022	1049	Tim Burke	Professional Fees		9,270.00		292,727.10
07/21/2022	1050	Manley Garvin, LLC	Professional Fees		1,000.00		291,727.10
08/11/2022	1051	Grand Harbor POA	Dues and Subscriptions		2,978.44		288,748.66
09/19/2022	1052	Grand Harbor POA	Dues and Subscriptions		2,978.44		285,770.22
12/19/2022	1053	Grand Harbor POA	Dues and Subscriptions		8,640.00		277,130.22
12/19/2022	28		-split-	Salcof lot 41 M...		13,472.10	290,602.32
12/19/2022	29		INVESTMENTS- EST...			78,759.16	369,361.48
01/17/2023	1054	Greenwood County	Property Taxes		7,799.40		361,562.08
02/23/2023	1055	PLANTATION HOA	Dues and Subscriptions		1,650.00		359,912.08
03/20/2023	1056	Void	Office Supplies				359,912.08
03/20/2023	1057	Grand Harbor POA	Dues and Subscriptions		9,740.04		350,172.04
03/20/2023	1058	Grand Harbor POA	Dues and Subscriptions		4,710.00		345,462.04
04/10/2023		STATE OF SOUTH ...	OTHER INCOME	Deposit		1,099.84	346,561.88
10/11/2023	1059	Manley Garvin, LLC	Professional Fees		1,100.00		345,461.88
10/11/2023	1060	Void	Office Supplies				345,461.88
10/11/2023	1062	Grand Harbor POA	Dues and Subscriptions		21,687.26		323,774.62
11/02/2023	1061	Void	Office Supplies				323,774.62
11/02/2023	1063	Manley Garvin, LLC	Professional Fees		1,100.00		322,674.62
11/29/2023	1064	Tim Burke	Professional Fees		8,300.00		314,374.62
12/27/2023		GWEN ANDERSON	LOAN- GRA TR B	Deposit		180,000.00	494,374.62

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENWOOD) EIGHTH JUDICIAL CIRCUIT

The Estate of Herbert Rivers Anderson,) Civil Action No. 2023-CP-24-00800

Jr., by its Successor Personal)

Representative, J. Kershaw Spong,)

Plaintiff,)

vs.)

Anderson Family Properties of)

Greenwood, LLC,)

Defendant.)

**MEMORANDUM IN SUPPORT OF
PLAINTIFF’S MOTION TO AMEND
AMENDED COMPLAINT**

Plaintiff The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative, J. Kershaw Spong (“Estate”), by and through its undersigned counsel, hereby submits this Memorandum in Support of its Motion to Amend Amended Complaint. The Estate refers this Court to its Motion to Reconsider Pursuant to Rule 59(e) or, in the Alternative, for Leave to Amend Pursuant to Rule 15(a) filed on April 18, 2025, which sets forth a full recitation of the argument and reasoning for the relief sought therein.

In its prior motion, the Estate argues, in part, that additional facts exist that may affect the statute of limitations which serve as grounds for leave to further amend its Complaint. In support of that contention, the Estate now submits its proposed Second Amended Complaint, a copy of which is attached hereto as **Exhibit A**. The Second Amended Complaint adds new factual information related to the Estate’s claims that was discovered after the Amended Complaint was filed and justifies the Court permitting further amendment of the Complaint. The Second Amended Complaint also adds Mr. Schulze as a defendant against whom an alternative theory of recovery is directed.

Specifically, the Second Amended Complaint includes new allegations concerning land conveyances and payments on the underlying notes which serve to re-start statute of limitations. Because the Court ruled that the Notes are not demand notes, the Second Amended Complaint also alleges that under the plain language of the Notes, the intention of parties was to create a separate obligation for payment for each sale of property that subsequently took place. Additionally, the Estate's proposed Second Amended Complaint includes an alternative cause of action as to Mr. Schulze for breach of fiduciary duty. Mr. Schulze had a direct conflict of interest between his competing duties as Personal Representative of the Estate and as manager of Defendant and to the extent that claims are now barred due to his inaction as Personal Representative, the Estate has been harmed by such inaction.

The Estate has diligently gathered information related to AFP's obligations under the Notes and believes that additional information can be gathered through discovery in this case. For this reason, the Court should permit this case to continue so that the Estate has further opportunity to conduct discovery on the factual background and issues raised in the Second Amended Complaint.

WHEREFORE, for the reasons outlined above, the Estate respectfully requests that the Court issue an order allowing it to amend the Amended Complaint as provided in the Second Amended Complaint.

[Signature Page to Follow]

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/R. William Metzger, Jr.
R. William Metzger, Jr. [SC Bar #12852]
Benjamin R. Gooding [SC Bar #100620]
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Attorneys for Plaintiff

Columbia, South Carolina
June 25, 2025

Exhibit A

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENWOOD	)	EIGHTH JUDICIAL CIRCUIT
)	
The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative, J. Kershaw Spong,	)	Civil Action No. 2023-CP-24-00800
)	
)	
Plaintiff,	)	<u>SECOND AMENDED COMPLAINT</u>
)	
vs.)	
)	
Anderson Family Properties of Greenwood, LLC and Charles W. Schulze,)	
)	
Defendants.)	
)	

Plaintiff, the Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative J. Kershaw Spong, complaining of Defendants Anderson Family Properties of Greenwood, LLC (“AFP”) and Charles W. Schulze would respectfully show and allege to the court the following:

INTRODUCTION

1. This case involves enforcement of promissory notes that were given to Herbert Rivers Anderson, Jr. by AFP in exchange for millions of dollars’ worth of real property. The balance of the promissory notes was to be repaid upon the subsequent sales of the subject real property.

2. Mr. Anderson failed to enforce the promissory notes during his lifetime, and the initial personal representative of his estate, Charles W Schulze—who was the manager of AFP and a close friend and advisor to the Anderson family—failed to try to enforce the promissory notes after his death.

3. As explained herein, the circumstances surrounding the transfer of this property and the failure to collect on the promissory notes give rise to questions about whether this transfer was part of a broader scheme to avoid a payment to a major creditor, the George B. Buchanan, Jr. Irrevocable Family Trust dated July 15, 2001 (the “Buchanan Trust”) and whether Charles Schulze failed to fulfill his fiduciary duties as personal representative in failing to attempt to collect on these instruments.

4. As such, this case involves three potential alternative theories under which the Estate might recover funds: (a) repayment of promissory notes given by AFP to Mr. Anderson’s Estate, (b) recovery by the Estate of real property transferred or funds received either fraudulently or with no consideration under the Statute of Elizabeth, or (c) recovery against the Mr. Schulze for his breach of fiduciary duty to the Estate in failing to take action to collect monies known to him to be due from AFP during his administration of the Estate as its personal representative.

PARTIES AND JURISDICTIONAL ALLEGATIONS

5. Plaintiff is a probate estate for the late Herbert Rivers Anderson, Jr. (“Mr. Anderson”). Mr. Anderson died on November 2, 2018. His estate was originally opened in McCormick County but is presently pending in Lexington County, South Carolina (Case No. 2020-ES-32-01119) (hereinafter the “Estate”).

6. By Consent Order entered May 21, 2024, a copy of which is attached as **Exhibit A** (“Consent Order”), J. Kershaw Spong (“Mr. Spong” or the “Successor PR”) was appointed as the Successor Personal Representative of the Estate.

7. Upon information and belief, Charles W. Schulze is a citizen of Greenwood County.

8. Upon information and belief, the relationship between Mr. Anderson and Mr. Schulze dated back over forty (40) years. Mr. Schulze was a personal friend, accountant and financial advisor to Mr. Anderson, his family and a myriad of corporate entities.

9. Mr. Schulze served as the Personal Representative of the Estate from his appointment on December 3, 2018 until his resignation on May 21, 2024 pursuant to the Consent Order.

10. Mr. Schulze served as the sole manager of AFP, a manager-managed limited liability company, until his resignation on August 23, 2023, two (2) days before the filing of the Original Complaint. A copy of Mr. Schulze resignation letter is attached as **Exhibit B**.

11. Mr. Spong replaced Mr. Schulze as the Personal Representative as part of the Consent Order which resolved the Petition to Remove Personal Representative (Mr. Schulze) and to Appoint Successor Personal Representative (Mr. Spong) filed on September 5, 2023 by Buchanan Trust, who is the Estate's largest creditor.

12. Since May 21, 2024, Mr. Spong has worked diligently to identify assets of the Estate available to pay allowed claims of the Estate, including the note obligations discussed below.

13. AFP is a limited liability company duly organized in the State of South Carolina by Articles of Organization dated March 30, 2012, and filed April 17, 2012. Its principal place of business is in Greenwood County, South Carolina. Mr. Schulze and Mr. Anderson were the organizers of AFP and signed the Articles of Organization. Mr. Schulze was AFP's registered agent for the service of process at 340 Main Street, Greenwood, SC 29646.

14. AFP's current managing member is Gwen Anderson located at 2117 Highway 72 Bypass W, Greenwood, South Carolina 29649. Gwen Anderson is the widow of Mr. Anderson.

15. The transactions referred to in this Complaint all occurred in Greenwood County, South Carolina.

16. As such, jurisdiction is proper in this Court. Venue is proper in Greenwood County.

FACTUAL BACKGROUND

17. On or about January 20, 2012, the Buchanan Trust filed a foreclosure action against Springs North Augusta, LLC on account of a Note and Mortgage which Mr. Anderson personally guaranteed as a member of Springs North Augusta, LLC.

18. The Buchanan Trust later filed an action on March 5, 2013, against Mr. Anderson personally to collect a deficiency judgment resulting from this debt and the foreclosure sale. It is this action that forms the basis of the Buchanan Trust's creditor claim in the Estate

19. The timing of the foreclosure action by the Buchanan Trust, which immediately preceded the creation of AFP and transfer of real property in exchange for promissory notes, gives rise to questions concerning Mr. Anderson's intent in creating AFP and transferring assets of significant value into an entity in which he had minimal ownership interest.

20. AFP executed its Articles of Organization on March 30, 2012, which were later filed with the Secretary of State of South Carolina on April 17, 2012.

21. AFP originally began operating as Anderson Family Properties, LLC, but discovered that this name had been taken by an unrelated entity out of Mt. Pleasant, South Carolina. Thus, there was a delay in the registration and the name change to Anderson Family Properties of Greenwood, LLC.

22. Upon information and belief, AFP is in the business of land development.

23. AFP's Articles of Organization indicated it desired to be managed by a manager, and the initial manager was Charles Schulze under both the Articles of Organization and the Operating Agreement, also dated March 30, 2012.

24. The Operating Agreement of AFP gave broad powers to the manager (Mr. Schulze) including the power to open and maintain bank accounts, draw checks for payment of money, acquire and dispose of any assets and to pay the debts and obligations of the limited liability company.

25. The members of AFP were as follows: Gwen Anderson (90%), Mr. Schulze (.51%), Mr. Anderson (.52%) and the children of Gwen and Mr. Anderson- Kenneth Anderson (2.99%), Keith Anderson (now deceased) (2.99%) and Kim Hatfield (2.99%).

26. At all times from the organization of AFP on March 30, 2012 until his resignation on August 23, 2023, Mr. Schulze was the manager of AFP and had oversight and control of AFP.

27. On March 22, 2012, Mr. Schulze executed a Promissory Note on behalf of AFP in favor of Mr. Anderson in the amount of \$1,560,000.00 (hereinafter "2012 Note"). A copy of the 2012 Note is attached hereto as **Exhibit C**.

28. In a series of deeds over the next few months, Mr. Anderson transferred certain real property to AFP. These properties include, but are not limited to, properties in Greenwood and Beaufort Counties, as evidenced by the following deeds (collectively, the "2012 Deeds," copies of which are attached as **Exhibit D**):

- a. Title to Real Estate recorded on October 3, 2012, in Greenwood County in Deed Book 1329, Page 185;
- b. Title to Real Estate recorded October 3, 2012, in Greenwood County in Deed Book 1329, Page 176;
- c. Title to Real Estate recorded October 4, 2012, in Beaufort County in Deed Book 3180, Page 1164.
- d. Title to Real Estate recorded October 5, 2012, in Greenwood County in Deed Book 1330, Page 1.

29. On July 2, 2014, Mr. Schulze executed another Promissory Note on behalf of AFP in favor of Mr. Anderson in the amount of \$1,218,375.00 (hereinafter “2014 Note”). A copy of the 2014 Note is attached hereto as **Exhibit E**.

30. In 2013 and 2014, again corresponding with collection efforts by the Buchanan Trust against Mr. Anderson and others, Mr. Anderson transferred additional real property to AFP to secure the 2012 Note and the 2014 Note, as evidenced by the following deeds (collectively, the “2013 and 2014 Deeds,” copies of which are attached as **Exhibit F**):

- a. Title to Real Estate recorded December 24, 2013, in Greenwood County in Deed Book 1393, Page 44;
- b. Title to Real Estate recorded March 22, 2013, in Greenwood County in Deed Book 1352, Page 162; and
- c. Title to Real Estate recorded April 25, 2014, in Greenwood County in Deed Book 1409, Page 95.

31. The 2012 Deeds and the 2013 and 2014 Deeds are hereinafter collectively referred to as the “Deeds,” and the 2012 Note and the 2014 Note are hereinafter collectively referred to as the “Notes.”

32. Upon information and belief, the amounts of the Notes were based upon and tied to the value of the real property conveyed in the Deeds.

33. While Mr. Anderson retained a minimal 0.52% ownership interest in AFP, Mr. Anderson or Ted R. Wyndham executed transfer affidavits in connection with the recording of the Deeds that exempted the transfers from payment of deed stamps based on Mr. Anderson’s exchange for control of the transferee, AFP. Instead, control of AFP was given to Mr. Anderson’s wife, Gwen Anderson, who owns a 90% membership interest in AFP, or Mr. Schulze, as the manager.

34. Upon information and belief, no members other than Mr. Anderson contributed similar value to AFP.

35. The Notes accrue interest at 2% per annum and can be prepaid without penalty but have no maturity date.

36. The only terms of repayment in the Notes were that AFP was to pay Mr. Anderson 75% of the net proceeds from the sale of any of the real property now owned by AFP pursuant to the Deeds. These payments were to be applied to interest first, then to principal.

37. Based upon the language of the Notes, the parties intended that each sale create a separate obligation for AFP to make repayment under the Notes.

38. Upon information and belief, AFP appears to have made some payments on the Notes or given credit against the Notes; however, significant sales of real property have occurred with no payment to Plaintiff.

39. For example, AFP's ledgers note that \$180,000.00 was advanced and paid to Gwen Anderson with a corresponding credit given towards the Notes on December 31, 2020. A copy of the financial records of AFP are attached as **Exhibit G**.

40. Both prior to Mr. Anderson's death and during the more than four years Mr. Schulze was both the personal representative of the Estate and manager of AFP, AFP actively engaged in selling real property conveyed to it by Mr. Anderson. Mr. Schulze executed most, if not all, of the deeds from AFP to the purchaser and cannot disclaim knowledge of these sales.

41. Upon information and belief, AFP conveyed at least the following properties in the Deeds after the death of Mr. Anderson and while Mr. Schulze was serving as both manager of AFP and Personal Representative of the Estate (collectively, the "Deeds Out"):

TMS	County	Transferee	Deed Date	Recording Information	Sale Price
6836-697-645 "Tract B"	Greenwood	Keith Sperry	12/22/2020	Bk 1621, Pg 3331	\$18,500
6847-427-196 "Lot 40"	Greenwood	Robert F. Stevenson	1/4/2021	Bk 1622, Pag 659	\$7,000
500-18-B-3-163	Beaufort	KCL Properties, LLC	10/20/2021	Bk 4074, Pg 1237	\$174,000
7815-627-838	Greenwood	Matthew R. Matriacia and Ashley Nicole Matriacia	4/22/2022	Bk 1633, Pg 1220	\$160,000
6847-400-178	Greenwood	Davis M. Engeler	5/19/2022	Bk 1633, Pg 3400	\$29,000
7815-536-866	Greenwood	David John Walsh and Pamela R. Piccolo	6/1/2022	Bk 1634, Pg 828	\$139,000
6835-129-790	Greenwood	Spencer R. Anderson	10/10/2022	Bk 1637, Pg 903	
6847-422-190 "Lot 41"	Greenwood	Thomas and Elizabeth Downtin	10/14/2022	Bk 1637, Pg 1297	\$14,000

6845-822-556, 6845-807-548, 6845-789-574, 6845-725-564	Greenwood	Beartop Holdings, LLC	12/9/22 7/19/2023 (corrected)	Bk 1638, Pg 2003 Bk 1643, Pg 145 (corrected deed)	\$80,000
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42. Upon information and belief, proceeds from some sales may have been paid towards the obligations under the Note, but Mr. Spong has not been able to obtain the closing records or all of the records of AFP.

43. All but two of the Deeds Out were executed by Mr. Schulze on behalf of AFP. The transfer to Spencer Anderson, upon information and belief the son of Kenneth Anderson, a member of AFP, was for no discernable consideration.

44. AFP continued to make property sales after Mr. Schulze resigned as Personal Representative of the Estate, including a sale on or about August 30, 2024.

45. AFP failed to make the required payment to Mr. Anderson following each sale of real property transferred to AFP by the Deeds.

46. For each property sale, AFP defaulted under the terms of the Notes by failing to make a payment on account of the particular obligation in the Note related to each parcel of property sold.

47. AFP was aware of its obligations under the Notes as Mr. Schulze was both the Personal Representative of the Estate (as creditor) and the managing member of AFP (as borrower).

48. Plaintiff can find no record of a demand for payment having been made by Mr. Anderson and/or Mr. Schulze, on behalf of the Estate, until the filing of the Original Complaint.

49. Despite demand for payment in the Original Complaint, AFP has refused to make payment on the Notes and defaulted under the Notes and continued to sell property.

50. Despite numerous property sales, AFP failed to make the payments thereafter due on the Notes and defaulted under the Notes each time there was a sale without payment on 75% of the net proceeds.

51. AFP has failed to make the payment required under the Notes as each real property identified in the Deeds was sold.

52. The Notes include a provision that upon default, AFP is to pay all reasonable attorney fees and costs.

53. Upon information and belief, significant real property conveyed by the Deeds is still owned by AFP.

54. For more than four years, Mr. Schulze was both manager of AFP and personal representative of the Estate with potentially conflicted fiduciary obligations.

55. In his resignation letter, which was submitted two (2) days before the filing of the original Complaint in this matter, Mr. Schulze noted that his service as the manager of AFP had suddenly come into conflict with his role as Personal Representative of the Estate.

56. Despite Mr. Anderson's death in 2018, the original Complaint in this matter wasn't filed until August 25, 2023 ("Original Complaint").

FOR A FIRST CAUSE OF ACTION

(Breach of Contract – Debt Collection against Defendant Anderson Family Properties)

57. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

58. AFP had contracts with Mr. Anderson to repay Mr. Anderson the total of \$2,778,375.00 plus interest.

59. Upon the sale of each parcel of property by AFP, AFP had a separate obligation to make repayment under the terms of the Notes.

60. AFP failed to make the payments required by the Notes and therefore has breached the contracts.

61. As a direct and proximate result of each of AFP's breach of contract, the Estate has been damaged and is entitled to judgment against the Defendant in the amount equal to the original amount of the Notes, less any determined credits or payments, plus interest.

FOR A SECOND CAUSE OF ACTION

(Quantum Meruit against Defendant Anderson Family Properties)

62. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

63. Mr. Anderson conveyed a benefit upon AFP when he transferred real property to AFP pursuant to the Deeds.

64. AFP has realized the benefit of this real property from either selling these properties for profit or continuing to maintain possession of these valuable properties without valid consideration paid to Mr. Anderson or the Estate.

65. AFP's retention of the funds from the sale of this property or of the funds from the sale of the property without paying for the property purchased from Mr. Anderson or making payments on the Notes is unjust and should not be permitted under these circumstances.

FOR A THIRD CAUSE OF ACTION

(Constructive Trust against Anderson Family Properties)

66. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

67. AFP has obtained and retained possession of monies which in equity and good conscience belong to Plaintiff despite demand for payment and contrary to the terms of the Note.

68. Therefore, Plaintiff seeks equitable relief and requests the Court immediately “freeze” any account holding the sale proceeds from the sales of any properties identified above and impose a constructive trust on those monies to ensure payment to Plaintiff.

FOR A FORTH CAUSE OF ACTION

(Alternative Action to Recover under Statute of Elizabeth, S.C. Code Ann. § 27-23-10)

69. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

70. In the event that the Notes are deemed uncollectible, Plaintiff seeks to void the Deeds and/or to recover the proceeds from sales of the properties included in the Deeds for the benefit of the Estate.

71. Pursuant to S.C. Code Ann. § 62-3-710, a personal representative has the power to avoid certain transfers that would be void or voidable as against the decedent’s creditors.

72. At the time of the Deeds, Mr. Anderson was indebted to and aware of his personal liability to certain third-party creditors. Some of those creditors are now seeking repayment from Mr. Anderson’s Estate. This includes the Buchanan Trust, who had filed their foreclosure action to collect on a note for which Mr. Anderson was a guarantor.

73. Mr. Anderson and Charles Schulze organized AFP after the Buchanan Trust filed its foreclosure action.

74. Mr. Anderson conveyed numerous properties to AFP after the Buchanan Trust filed its foreclosure action and guaranty action against Mr. Anderson in exchange for a nominal interest in AFP.

75. To the extent properties were conveyed by Mr. Anderson to AFP with no intent to seek repayment, those Deeds and the transfer of properties evidenced thereby were made for a lack of valuable consideration.

76. After transferring the properties at issue to AFP, Mr. Anderson failed to retain sufficient property to pay creditors.

77. Whether intentional or not, the practical effect of the Deeds was to remove certain properties from the reach of third-party creditors, and if the intent was to never repay the Notes, the transfers were without consideration.

78. The actions of Mr. Anderson, AFP, and other parties involved in the transfer of properties and execution of the Notes and Deeds as set forth in this Complaint exhibit a clear pattern of seeking to unlawfully protect assets from execution and recovery by creditors.

79. The Deeds and the transfers of property evidenced thereby are, or should be determined to be, void as being in violation of the Statute of Elizabeth, S.C. Code Ann. § 27-23-10.

80. Plaintiff is entitled to an order of this court setting aside the Deeds as fraudulent conveyances and ordering either (a) the proceeds from any sales of those properties be repaid to the Plaintiff and/or (b) the remaining properties be returned to Plaintiff.

FOR A FIFTH CAUSE OF ACTION

(Alternative Action for Breach of Fiduciary Duty against Charles W. Schulze)

81. Plaintiff alleges and incorporates the preceding paragraphs by reference as if set forth in full below.

82. In his capacity as Personal Representative of the Estate, Mr. Schulze owed fiduciary duties to the Estate. This includes the duty to act in the best interest of the Estate. S.C. Code Ann. 62-3-703(a).

83. Mr. Schulze had a direct conflict of interest between the competing duties he owed to AFP as its Manager and the Estate as the Personal Representative.

84. Mr. Schulze breached his fiduciary duties to the Estate in failing to attempt to collect monies owed from AFP under the Notes.

85. To the extent the Estate is now barred from bring a claim that could have been timely brought by Mr. Schulze when he was serving as personal representative, Mr. Schulze's breaches of fiduciary duties have caused damage to the Estate.

WHEREFORE, having set forth its causes of action as against AFP, the Plaintiff would pray the following relief issue by order of this Court.

1. The Court award judgment against AFP and in favor of the Plaintiff in the amount equal to the original amount of the Notes, less any determined credits or payments, plus interest;

2. The Court award judgment to Plaintiff for its attorney fees and costs in bringing this action;

3. The Court impose a constructive trust on those monies held by AFP to ensure payment to Plaintiff;

4. In the alternative, the Court enter an order declaring the Deeds to violate the Statute of Elizabeth and ordering that (a) the proceeds from any sales of those properties be repaid to the Plaintiff and/or (b) the remaining properties be returned to Plaintiff;

5. As another alternative, the Court award judgment against Mr. Schulze for any amounts deemed uncollectable by Mr. Schulze's failure to timely commence an action against AFP; and

6. For such other and further relief in favor of the Plaintiff as the court deems just and proper under the circumstances, now, or to be developed through discovery in this case.

[Signature page to follow]

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/R. William Metzger, Jr.
R. William Metzger, Jr. [SC Bar #12852]
Benjamin R. Gooding [SC Bar #100620]
C. Elizabeth Weston [SC Bar #103305]
Post Office Box 11449
Columbia, SC 29211
(803) 929-1400
bmetzger@robinsongray.com
bgooding@robinsongray.com
lweston@robinsongray.com

Attorneys for Plaintiff

Columbia, South Carolina
June 25, 2025

Exhibit A

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

A TRUE COPY:

ATTEST:

IN THE PROBATE COURT

Clamp

Probate Judge, Lexington County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

2024 MAY 21 PM 2:14

In the Matter of:)
Estate of Herbert Rivers Anderson, Jr.)

Stephen Wilkinson, as Trustee of George)
B. Buchanan Jr. Irrevocable Family Trust)
Dated 15th Day of July 2021,)

Civil Action No. 2020-ES-32-01119

CONSENT ORDER OF RESIGNATION
OF PERSONAL REPRESENTATIVE
AND APPOINTMENT OF SUCCESSOR
PERSONAL REPRESENTATIVE

Petitioner,)

vs.)

Charles W. Schulze, Personal)
Representative of the Estate of Herbert)
Rivers Anderson, Jr.,)
Respondent.)

This matter comes before the Court upon the filing of a Petition to Remove Personal Representative and to Appoint Successor Personal Representative ("PR Petition") by Petitioner Stephen Wilkinson, as Trustee of George B. Buchanan Jr. Irrevocable Family Trust Dated 15th Day of July 2021 ("the Trust"). It now appears the Petition has been resolved by the parties. I hereby make the following findings of fact:

1. Decedent Herbert Rivers Anderson, Jr. ("Decedent") died on November 2, 2018.
2. On or around December 5, 2018, Respondent Charles W. Schulze ("Mr. Schulze") was appointed Personal Representative of Decedent's Estate ("the Estate").
3. The Trust filed the PR Petition on September 5, 2023. A hearing was initially scheduled for October 25, 2023; however, this Court continued the hearing until April 16, 2024, to allow for full briefing, discovery, and depositions.
4. While the Petition was pending, the Trust filed a Petition for Appointment of a Special Administrator. After receiving briefing, affidavits, and evidence and hearing arguments from both the Estate and the Trust regarding their respective positions, this Court appointed J.

Kershaw Spong (“Mr. Spong”) to serve as Special Administrator (“Special Administrator Order”) of the Estate pending final resolution of the Petition to Remove.

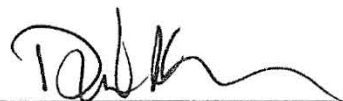
5. The Court is advised that the Trust and Mr. Schulze have reached an agreement – only between the Trust and Mr. Schulze – resulting in Mr. Schulze resigning as Personal Representative and withdrawing his objection to the PR Petition, with Mr. Schulze and the Trust consenting to this Order. Furthermore, Mr. Schulze waives his right to receive any compensation for his service as personal representative pursuant to Section 62-3-719 of the South Carolina Probate Code.

Upon careful consideration, and with the consent of the Trust and Mr. Schulze and there being no objection from Mr. Spong,

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court accepts the resignation of Mr. Schulze as Personal Representative;
2. Mr. Spong is hereby appointed as Successor Personal Representative; and
3. If either party fails to comply with the terms of this Order, that party shall be subject to the Court’s contempt powers to enforce the Order.

IT IS SO ORDERED.



The Honorable Daniel R. Eckstrom
Probate Court Judge

Lexington, South Carolina

5-21-, 2024.

Exhibit B

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA)
) RESIGNATION
COUNTY OF GREENWOOD)

WHEREAS, CHARLES W SCHULZE ("SCHULZE") has served as the Managing Member of ANDERSON FAMILY PROPERTIES, LLC ("ANDERSON"), since its inception on March 1, 2012.

WHEREAS, SCHULZE has agreed that ANDERSON no longer requires his services as the Managing Member and therefore hereby resigns the position of Managing Member of ANDERSON effective this 23rd day of AUGUST, 2023.

WITNESSES:

Carly Craun
Jerry Whitty
Charles W. Schulze
By: Charles W. Schulze

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me Carly Craun and made oath that (s)he was present and saw the within named sign, seal and as its act and deed deliver the foregoing Resignation and that (s)he witnessed the execution thereof. The Witness affirms and certifies that (s)he is not a party to or a beneficiary of this transaction.

Carly Craun

SWORN to and Subscribed
before me this 23 day of
August, 2023.
Jerry Whitty (L.S.)
Notary Public for South Carolina
My Commission Expires: June 4, 2025

STATE OF SOUTH CAROLINA)
) TENDER OF OWNERSHIP INTEREST
COUNTY OF GREENWOOD)

WHEREAS, CHARLES W SCHULZE ("SCHULZE") has owned a 0.510000 percent ownership position in ANDERSON FAMILY PROPERTIES, LLC ("ANDERSON"), since its inception on March 1, 2012.

WHEREAS, SCHULZE has previously agreed that ANDERSON no longer requires his services as the Managing Member and has resigned the position of Managing Member of ANDERSON.

WHEREAS, SCHULZE and ANDERSON have agreed that it is mutually beneficial for SCHULZE to return his ownership position to ANDERSON.

WHEREAS, SCHULZE and ANDERSON have agreed there is no monetary value assigned to this ownership interest.

WHEREAS, SCHULZE and ANDERSON have agreed to this tender and transfer of SCHULZE's ownership to ANDERSON this 23rd day of AUGUST, 2023.

WITNESSES:

Carly Craun

Charles W. Schulze
By: Charles W. Schulze

Jessie Whatter

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me Carly Craun and made oath that (s)he was present and saw the within named sign, seal and as its act and deed deliver the foregoing TENDER and that (s)he witnessed the execution thereof. The Witness affirms and certifies that (s)he is not a party to or a beneficiary of this transaction.

Carly Craun

SWORN to and Subscribed
before me this 23 day of
August, 2023.

Jessie Whatter (L.S.)
Notary Public for South Carolina
My Commission Expires: June 4, 2025

Exhibit C

Promissory Note

On this date of March 22, 2012, in return for valuable consideration received (Attachment A), the undersigned borrower jointly and severally promises to pay to Herbert R. Anderson, Jr., the "Lender, the sum of \$1,560,000.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid Under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on March 24, 2012 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

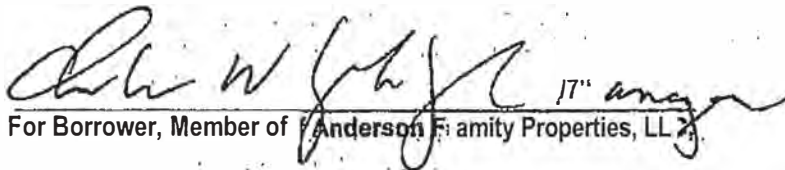
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect...

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 22 day of March, 2012


For Borrower, Member of Anderson Family Properties, LLC

Signed the presence of:

ATTACHMENT A
SCHEDULE OF PROPERTIES PURCHASES BY
ANDERSON FAMILY PROPERTIES, LW
FROM HERBERT R. ANDERSON, JR
MARCH 22, 2012

DESCRIPTION	PROP #	LOCATION		VALUE	
Lots AnddrSO n Industrial Park-lot 50	6836-711.600	Greenwood	Lt 50 Anderson Park	624-209	40,000
Lots Anderson Indutiial Oirk-trb	6836:697-645	Greenwood	Tr B Anderson Ind Park	624-209	50,000
ATTACHMENT A	500-18.B-3-163	Beaufort	Lot 163 Outdoor Resorts Unit Paradise 1158	1423-227	35,000
Lot-Paradise Park, Florida	402635458012	Charlotte, FL	Park 4621 Riversedge	1665-1879	20,000
Boat Slip - Florida	641934000130	Volusia, FL	Village	5022-1499	90,000
Airport Hanger-Daytime	622516000180	Volusia, FL	119 Aces Alley	5811-2830	300,000
3 Lots Anderson SQ-ir 1	6845.972-083	Greenwood	Pt Tr 1 (1.0 ea)	624-213	200,000
3 tits Anderson SO-tr 2	6855-056-063	Greenwood	Genesis Circle	624-213	100,000
3 Lots Anderson SG-trio	6855-037-083	Greenwood	Parkway	624-213	35,000
4 Lots Milford Manor	6847-422-190	Greenwood	Lot 41 Milford	539-302	45,000
	68471427-196	Greenwood	Lot 40 Milford	539-302	45,000
	6847-432-249	Greenwood	Lot 13 Milford'	539-302	45,000
	6847-458-217	Greenwood	Lot 18 Milford	539-302	45,000
15aarei.Highway 72 WeSt	6835-011-920	Greenwood	18.35a Hwy 72	458-190	300,000
Comer of Spring and Lindsey	6845-822-556	Greenwood	964 Spring St	1260-187	25,000
Lindsey Ave	6845-807-548	Greenwood	501 Lindsey	1221-291	15,000
4.8 aares'Jenkins•Springs Rd	6845-175-421 ¹	Greenwood	218 Jenkins Springs	1003-1	50,000
921 'Spring Street	6845-789-574	Greenwood	8.1a Spring	1260-187	75,000
619 Liner Cir	6845-725-564	Greenwood	9.4a Uner	1217-282	45,000
GRAND TOTAL				<u>1,560,000</u>	

Exhibit D

201200007253
TED B WYNHAM
PO BOX 148
GREENWOOD SC 29648

201200007253 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
10-03-2012 03:12 pm.
REC FEE: 10.00

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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

Instrument Book Page
201200007253 1329 185

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR. A/K/A HERBERT R. ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

All those certain pieces, parcels or tracts of land, lying situate and being in the County of Greenwood, State of South Carolina, being shown and designated as Tract 1A, 1B and Tract 2, on plat prepared by Heaner Incorporated, entitled "Plat Made at the Request of Herbert R. Anderson, Jr.", of date July 8, 2010, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 139 at Page 97. According to said plat, Tract 1A consists in its entirety of 4.13 acres, more or less; Tract 1B consists in its entirety of 0.98 acres, more or less; and Tract 2 consists in its entirety of 2.99 acres, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is a portion of the conveyed to Herbert Anderson, Jr by Deed of Emerald Investments, Inc. dated May 30, 2000 and recorded in the Office of the Clerk of Court for Greenwood County on June 3, 2000 in Deed Book 624 at Page 209.

TMS: Tract 1A 6855-037-083
Tract 1B, ~~6855-037-083~~ 6845-972-083
Tract 2 6855-056-063

GRANTEES' ADDRESS: 2117 Highway 72 West, Greenwood SC 29646

PB 139/97

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201200007253 Book Page 1329 187

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at Lots Genesis Circle, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers 6855-037-083; 6855-972-083; 6855-056-063, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on September 24, 2012.
- 3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
- 5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
- 6. The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$0.00
 - b. Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
 - c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28
day of September, 2012.

Ted B Wyndham
Responsible Person Connected with the Transaction

May 7th
Notary Public for South Carolina
My Commission Expires: 5/30/17

Ted B. Wyndham
Print or Type Name Here

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INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201200007252
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201200007252 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
10-03-2012 03:12 PM
REC FEE: 13.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**
Instrument Book Page
201200007252 1329 176

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR. A/K/A HERBERT R. ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

PARCEL ONE:

All those certain pieces, parcels or tracts of land, lying situate and being in the County of Greenwood, State of South Carolina, being shown and designated as Tract B and Lot No. 50, on plat prepared by Heaner Incorporated, entitled "Plat Made at the Request of Emerald Investments, Inc. Showing Anderson Industrial Park", of date May 1, 2000, heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 112 at Page 126. According to said plat, Tract B consists in its entirety of 2.05 acres, more or less; and Lot No. 50 consists in its entirety of 0.61 hundredths of an acre, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is a portion of the conveyed to Herbert Anderson, Jr by Deed of Emerald Investments, Inc. dated May 30, 2000 and recorded in the Office of the Clerk of Court for Greenwood County on June 3, 2000 in Deed Book 624 at Page 209.

TMS: Tract B 6836-697-645
Lot 50 6836-711-600

*Ph 112/126 60/48 26/144
45/170 33/122*

PARCEL TWO:

All those lots or parcel of land together with improvements thereon situate, lying and being in the County of Greenwood, State of South Carolina being more particularly shown and designated as Lots 13, 18 of Block B and Lots 40, 41 of Block D of Milford Manor Subdivision of Phase 1 on plat prepared by Heaner Engineering Company dated June 26, 1984 revised June 20, 1990 and recorded in Plat Book 60 at Page 48 in the Office of the Clerk of Court for Greenwood County, which plat is surveyed is incorporated herein by reference is made a part and parcel hereof. The within described property is subject to every respect to existing easements and rights of way for streets, roads, drains, sewer and utilities of record or in place and also subject to restrictions of record as amended and supplemented.

DERIVATION: This is a portion of the property conveyed to Herbert Anderson, Jr. By

Deed of R.B. Curry, Jr., Individually and as Attorney in Fact for R.B. Curry, III, and as Attorney in Fact for Cathryn Curry Rivers dated October 1, 1998 and recorded in the Office of the Clerk of Court for Greenwood County on October 5, 1998 in Deed Book 539 at Page 302.

- TMS Lot 13 6847-432-249
- Lot 18 6847-458-217
- Lot 40 6847-427-196
- Lot 41 6847-422-190

PARCEL THREE:

All that tract or parcel of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, as will be more particularly shown on plat thereof by Thomas C. Anderson, dated February 24, 1937, which plat is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, EXCEPT AND LESS HOWEVER, all that piece, parcel and lot of land, with improvements thereon, situate, lying and being in the City and County of Greenwood, State of South Carolina, containing 1.93 acres, more or less, and being more particularly described as follows: Beginning at the southeastern corner of that tract of land shown on plat by Thomas C. Anderson dated February 24, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, said southeastern corner being a point where the centerline of Lindsey Avenue Extension and the western edge of Spring Street intersect; thence running North 29° 10' West along the western edge of Spring Street for a distance of 300 feet, more or less, to a point; thence turning and running South 63° 15' West along a line, parallel to the centerline of Lindsey Avenue Extension for a distance of 280 feet, more or less, to a point; thence turning and running a distance of 300 feet, more or less, to a point on the center line of Lindsey Avenue Extension, which point lies 280 feet, more or less, South 63° 15' West from the point of beginning. The tract and parcel herein conveyed contains 8.4 acres, more or less, and is bounded on the northeast by Spring Street; on the southeast by property of Janelle H. Rush and property, now or formerly of the George W. Park Estate, and on the southwest and northwest by property, now or formerly of G.F. Liner.

Also, all that lot or parcel of land situate, lying and being in the City and County of Greenwood, State of South Carolina, fronting for a distance of 91 feet, more or less on Spring Street and running back therefrom along Lindsey Avenue Extension (referred to in prior deeds as New Street) a distance of 238.5 feet, more or less, and on the southern side a distance of 294.75 feet, more or less, and being 108.5 feet, more or less, wide in the rear, and being bounded as follows: On the north by Lindsey Avenue Extension, on the east by Spring Street, and on the south and west by property of Marshall Mays, Trustee.

This property is conveyed subject in every respect to all existing easements and rights-of-way for street and utility purposes whether or not the same appear of record.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J & B Investments of Greenwood, LLC dated May 19, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on May 19, 2011 in Deed Book 1260 at Page 187.

TMS: 6845-822-556

C. Anderson dated February 24, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 26, at Page 144, said southeastern corner being a point where the centerline of Lindsey Avenue Extension and the western edge of Spring Street intersect; thence running North 29° 10' West along the western edge of Spring Street for a distance of 300 feet, more or less, to a point; thence turning and running South 63° 15' West along a line, parallel to the centerline of Lindsey Avenue Extension for a distance of 280 feet, more or less, to a point; thence turning and running a distance of 300 feet, more or less, to a point on the center line of Lindsey Avenue Extension, which point lies 280 feet, more or less, South 63° 15' West from the point of beginning. The tract and parcel herein conveyed contains 8.4 acres, more or less, and is bounded on the northeast by Spring Street; on the southeast by property of Janelle H. Rush and property, now or formerly of the George W. Park Estate, and on the southwest and northwest by property, now or formerly of G.F. Liner.

Also, all that lot or parcel of land situate, lying and being in the City and County of Greenwood, State of South Carolina, fronting for a distance of 91 feet, more or less on Spring Street and running back therefrom along Lindsey Avenue Extension (referred to in prior deeds as New Street) a distance of 238.5 feet, more or less, and on the southern side a distance of 294.75 feet, more or less, and being 108.4 feet, more or less, wide in the rear, and being bounded as follows: on the north by Lindsey Avenue Extension, on the east by Spring Street, and on the south and west by property of Marshall Mays, Trustee.

This property is conveyed subject in every respect to all existing easements and rights-of-way for street and utility purposes whether or not the same appear of record.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J & B Investments of Greenwood, LLC dated May 19, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on May 19, 2011 in Deed Book 1260 at Page 187.

TMS: 6845-789-574

PARCEL SEVEN:

All that certain piece, parcel or tract of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, shown on plat prepared for Mrs. Frank Liner by S.B. Rambo, C.E. dated April 7, 1945, and recorded in Plat Book 31, at Page 127, in the Office of the Clerk of Court for Greenwood County, which plat is incorporated herein by reference and made a part hereof. According to said plat the within conveyance is shown as containing 11.9 acres, more or less, and is bounded and described as follows: BEGINNING at a point on the center line of Spring Street thence turning and running along property now or formerly of H.E. Rush, Jr. Et al., S 54° 00' W for a distance of 1124.0 feet, more or less, to an iron pin; thence turning and running in a generally Southeasterly direction along property now or formerly of Rush for a distance of 315 feet, more or less, to a point 15 feet to the East of the original point on the above reference plat (which point is more fully shown by reference to plat of H.E. Rush property surveyed by Thomas C. Anderson on February 14, 1937, and recorded in Plat Book 26, at page 144); thence turning and running in a generally southerly direction for a distance of 350 feet, more or less, to the point where the line extending N 2-1/3° W from the mouth of the ditch (at branch) intersects with the center line of the Georgia and Florida Railroad property, thence turning and running in a generally Northwesterly direction along the centerline of the Georgia Florida Railroad for a

distance of 900 feet more or less, to the point where the centerline of the Georgia and Florida Railroad intersects with the Southeastern right of way of the C. & W. C Railway thence turning and running along the right of way of the C. & W.C. Railway N 64° 00' East for a distance of 1313.4 feet, more or less, to a point on the center line of Spring Street; thence turning and running S 29° 10' E along the centerline of spring Street for a distance of 300 feet, more or less, to the point of BEGINNING. The above described property is bounded on the Northeast by the centerline of Spring Street; on the South and Southeast by property of H.E. Rush, Jr. et al., and by property of Marshall T. Mays, Trustee; (formerly property of George W. Park); on the Southeast and West by the center line of the Georgia and Florida Railroad; on the Northwest by the right of way of the C.& W.C. Railway.

ALSO, All of the grantor's right, title and interest in and to existing easements and rights of way theretofore granted to railroads or for railroad purposes, with the understanding that the foregoing conveyance is subject to the rights of way of the Georgia and Florida Railroad and the C.& W. C. Railway (now Seaboard Coach Line Railroad).

The within property is subject to existing easements for streets, road, railroads, and other utilities, whether the same appear of record or not, and specifically to the right of way conveyed to Greenwood Cotton Mill by Mrs Lilla B. Linder on November 26, 1937, and recorded in Deed Book 50 at Page e83, in the Office of the Clerk of Court for Greenwood County, which right of way runs along the C.& W.C. Railroad right of way from Spring Street to the Georgia and Florida Railroad.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of McDill Properties, LLC dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on July 1, 2010 in Deed Book 1217 at Page 282.

TMS: 6845-725-564

GRANTEES' ADDRESS: 2117 Hwy 72W, Greenwood, SC 29649

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Juel B W Gynther

SWORN to before me this 31st)
day of August, 2008)

May I L (LS))

Notary Public for South Carolina)
My Commission Expires: 5/30/17)

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201200007252 Book Page 1329 183

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Multiple Parcels, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers , was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on ~~September 31~~ August 2012.
3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:

a. Place the amount listed in item 4 above here:	\$0.00
b. Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c. Subtract Line 6(b) from Line 6(a) and place result here:	\$0.00

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 31
day of August, 2012.

May The
Notary Public for South Carolina
My Commission Expires: 5/30/17

Ted B Wyndham
Responsible Person Connected with the Transaction

Ted B. Wyndham
Print or Type Name Here

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

INFORMATION

Instrument Book Page
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Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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Prepared by: Ted B. Wyndham, Attorney at Law
P.O. Box 148
Greenwood, SC 29648

BEAUFORT COUNTY SC- ROD

BK 03180 PGS 1164-1168

DATE: 10/04/2012 04:49:31 PM

INST # 2012057993 RCPT# 690574

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, its successors and assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, situate and being on Hilton Head Island, Beaufort County, South Carolina, shown and designated as Lot Number 163, Outdoor Resorts of Hilton Head Island, on the plat entitled AOutdoor Resorts/Hilton Head Island Phase Three@ and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 27 at Page 1.

AND ALSO, an undivided interest in all right, title and interest in the common properties which are shown on the said above-referred plat of record, and are identified in the Covenants and Restrictions for Outdoor Resorts of Hilton Head Island recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 278 at Page 1366; said common properties to be owned in common with all present and future owners of lots within Outdoor Resorts of South Carolina in accordance with said Covenants and Restrictions.

Said property is conveyed subject to all covenants, restrictions, easements, options and obligations as contained in the Protective Covenants/Outdoor Resorts site, dated April 24, 1978, and filed of record in the Office of the Clerk of Court for Beaufort County, South Carolina on April 27, 1978, in Deed Book 262 at Page 1739.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. by Deed of Joseph M. Reardon and Sandra J. Reardon dated May 3, 2001 and recorded in the Office of the Register of Deeds for Beaufort County on May 23, 2001 in Deed Book 1423 at Page 227.

TMS 500-18-B-3-163

GRANTEES= ADDRESS: 2117 Hwy 72 West, Greenwood, SC 29649

ADD DMP Record 10/11/2012 04:16:02 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R550	015	00B	0003	0163	00

RECORDED
2012 Oct -12 03:06 PM
Sharon D. Bernis
BEAUFORT COUNTY AUDITOR

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, its Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 2 day of August, 2012.

Signed, sealed and delivered

in the presence of:

Leil B Wyndham Robert Smith Jr.
May Loh

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Jed B Wyndham

SWORN to before me this 2)
day of August, 2012)
)
May 7th (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

ELECTRONICALLY FILED 2025 Jun 26 9:52 AM GREENWOOD - COMMON PLEAS CASE#2023CP240880

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

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

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at Lot 163 outdoor Resorts., Hilton Head Island, SC 29928 bearing Beaufort County Tax Map Number 500-18-B-3-163, was transferred by Herbert R. Anderson, Jr. to Anderson Family Properties of Greenwood LLC on August 2, 2012.
- 3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$00.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of the lien or encumbrance is:

6.	The deed recording fee is computed as follows:	
a.	Place the amount listed in item 4 above here:	\$00.00
b.	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	-0-
c.	Subtract Line 6(b) from Line 6(a) and place result here:	\$00.00

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

8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: **Grantor.**

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 2
day of August , 2012.

Mary Th
Notary Public for South Carolina
 5/30/17

Herbert Anderson, Jr.
Responsible Person Connected with the Transaction

Herbert Anderson, Jr.

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty form a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201200007322
TED E WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201200007322 EXEMPT
INGRAM MODN
COUNTY CLERK
GREENWOOD COUNTY SC
10-05-2012 03:57 PM
REC FEE: 14.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**
) **(Title Not Examined)**

Instrument Book Page
201200007322 1330 1

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR. A/K/A**

HERBERT R. ANDERSON, JR. hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

*LTS: P10 6/5 62/40 37/6 98/80
51/135 64/34 18/107 15/107*

LP35-056-940

All and singular, all that certain tract of land, with dwelling house and other improvements located thereon, situate, lying and being about three(3) miles from the City of Greenwood, County of Greenwood, State of South Carolina. The said tract contains Fifteen (15) acres, and is located at the intersection of Woodlawn Road with the Greenwood-Abbeville Highway (U.S. Highway No. 72) and is more fully shown according to a plat by Thomas C. Anderson, Surveyor, bearing date November 5, 1951, to which plat reference is hereby made, and which is recorded in the office of the Clerk of Court for Greenwood County, and being shown upon the said plat as Tract No. 1 containing Sixteen (16) acres, less, however lot of one (10) acre located at the intersection of Woodlawn Road and United State Highway No. 72 heretofore conveyed by J.G. Fife to Mrs. Grace Hinton. The said tract of land is bounded on the North by United States Highway No. 72; on the West by the Woodlawn Road; on the East by other land of Herbert Anderson, Jr., and on the South by land of Claude W. Botts.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of J.G. Fife dated September 24, 1958 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 134 at Page 304.

ALSO: All that certain lot of land, situate, lying and being about four (4) miles West of the City of Greenwood, County of Greenwood, State of South Carolina, being located on U.S. Highway No. 72 leading fro Greenwood to Abbeville and at the intersection of Woodlawn Road with the said highway. The said lot contains approximately one (1) acre and will be more fully shown according to a plat thereof by Thomas C. Anderson, Surveyor, bearing date March 7, 1952, hereunto attached and made a part of this deed. The said lot measures for its North boundary along the center line of U.S. Highway No. 72 for a distance of two hundred ten (210) feet and extends back therefrom on its Eastern side along other property of J.G. Fife for a distance of two hundred ten (210) feet and measuring on its Southern boundary along land of J.G. Fife for a distance of two hundred ten (210) feet and measuring on its Western boundary along the center of Woodlawn Road for a distance of Two hundred ten feet. Less

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however, that portion of the above property which has been granted or deeded as Highway right-of-way, more particularly set out in a deed from Grace D. Hinton dated July 28, 1989 and recorded in Deed Book 341 at Page 743 in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Grace D. Hinton dated July 27, 1993 and recorded in the Office of the Clerk of Court fro Greenwood County on August 9, 1993 in Deed Book 383 at Page 792.

ALSO: All and singular, all that certain tract of land, situate, lying and being about four (4) miles West of the City of Greenwood, County and State aforesaid. The aid tract is located just off of the Abbeville Highway and contains eleven (11) acres, and is a portion of tract No. 3 of a subdivision of land of J.G. Fife, as shown upon plat by Thomas C. Anderson, Surveyor, bearing date November 5, 1951, and being recorded in Plat Book 6, at Page 5, in the Office of the Clerk of Court for Greenwood County. The said tract of eleven (11) acres is shown upon the aforesaid plat and designated thereon as Tract 3-B and having been surveyed by Thomas C. Anderson on June 26, 1957. The said tract being bounded on the West by other land of Claude W. Botts; on the North by land of J.G. Fife, lot of Same Hinton and other land of Herbert R. Anderson, Jr.; and on the South and East by Tract 4 of the Fife subdivision belonging to Herbert R. Anderson, Jr.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Claude W. Botts dated June 27, 1957 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 126 at Page 498.

ALSO: All and singular, all that certain lot or parcel of land situate, lying and being in the Woodlawn Community of Greenwood County, State of South Carolina. The said lot contains sixty-seven one-hundredths (67/100) of an acre and is more fully shown by plat of Thomas C. Anderson, Surveyor, bearing date November 27, 1959, showing the said lot as an addition to a plat made by Thomas C. Anderson of date November 5, 1951. The said lot is triangular in shape and is bounded as follows: On the East by other land of Herbert Anderson, Jr., whereon it measures for a distance of four and ninety-one one-hundredths (4.91) chains; bounded on the Northwest by other land of Herbert Anderson, Jr., where it measure for a distance of two and ninety-two one-hundredths (2.92) chains and bounded on the Southwest by other land of the grantor whereon it measures for a distance of four and six tenths (4.6) chains.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Claude W. Botts recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 143 at Page 557.

ALSO: All and singular, all that certain tract or parcel of land situate, lying and being about four (4) miles West of the City of Greenwood, County and State aforesaid, containing sixty-six (66) acres. The said tract of land is designated and described as Tract No. Four (4) of the subdivision of land of J.G. Fife, according to a plat thereof by Thomas C Anderson, Surveyor, bearing date November 5, 1951, to which plat reference is hereby made and which

plat is recorded in the Office o the Clerk of Court for Greenwood County. The said tract of land is bounded on the West by Tract No. 3 of the said subdivision belonging to Claude W. Botts; bounded on the South by land of Hoyt Faulkner, on the Southeast by land of Ralph Jenkins; on the East by land of the Estate of Mattison Edwards; and on the North by land of Herbert R. Anderson, Sr.

DERIVATION: This is the identical property conveyed to Herbert R. Anderson, Jr. By Deed of Herbert R. Anderson, Sr. Dated November 10, 1951 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 92 at Page 160.

LESS AND EXCEPT: All that certain piece parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 7.54 acres, more or less, and being shown and designated on a plat by Thomas N. Stribling of date December 13, 1990 recorded in Plat Book 62 at Page 40 in the Office of the Clerk of Court for Greenwood County. Said property is located on the Southern side of U.S. Highway 72 and fronts thereon 42.80 feet, more or less. For a more full and accurate description, reference is made to the aforesaid plat. Shown in Deed from Herbert R. Anderson, Jr. To Gwcn R. Anderson dated December 31, 1990 and recorded on December 28, 1990 in Deed Book 255 at Page 579.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 3.0 acres, more or less, as shown on plat prepared by Heaner Engineering Co., Inc., dated August 28, 1981, and recorded in the OCC for Greenwood County in Plat Book 37 at Page 6. According to said plat the within lot of land fronts on S.C. Highway No. 72 (Abbeville Highway) for a distance of 354.18 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr by Deed of Estate of Grace Darragh Hinton a/k/a Grace E. Hinton dated August 5, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on August 5, 2010 in Deed Book 1222 at Page 143.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the county of Greenwood, State of South Carolina, containing 3.3 acres, more or less, as shown on plat prepared by Heaner Engineering Co., Inc., dated August 28, 19981, and recorded in the OCC for Greenwood County in Plat Book 37 at Page 6. According to said plat the within lot of land fronts on S.C. Highway No. 72 (Abbeville Highway) for a distance of 200.41 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Grace E. Hinton dated September 3, 1981 and recorded in the Office of the Clerk of Court for Greenwood County on September 18, 1981 in Deed Book 284 at Page 194.

ALSO: All that lot or parcel of land situate off SC Highway #72W in the County of Greenwood, State of South Carolina, being triangular in shape, and containing 0.32 acres, more or less, being more particularly shown and described on a plat of Thomas M. Stribling, dated June 1, 1996, recorded in Plat Book 98, Page 80, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be made for a more complete and accurate description of said parcel. The said parcel herein conveyed was cut from the home tract of the late Lillie M. Anderson, and is shown on said plat as being bounded by property of Grace Hinton, properties of Herbert Anderson, Jr. And property of Lillie (incorrectly shown on said plat as "Lillian") Anderson Estate.

DERIVATION: This is the identical property conveyed to Herbert R. Anderson, Jr. By Deed of Florence A. Nickles dated August 7, 1996 and recorded in the Office of the Clerk of court for Greenwood County on August 15, 1996 in Deed Book 458 at Page 187 and from Last Will and Testament of Lillie Murphy Anderson. Date of Death: October 1, 1994. Estate File 94 ES 24 354, OJP for Greenwood County. See Deed of Distribution recorded May 22, 1996, in Deed Book 451, Page 212, OCC for Greenwood County.

LESS AND EXCEPT: All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, shown and designated as a 14.13 acre, ore or less, tract of land on plat prepared by Thomas M. Stribling of date January 11, 1999 heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 109 at Page 45. Reference is made to the aforesaid plat for a more full and accurate description.

The Grantor herein further grants, bargains, sells and conveys to the grantee an easement for ingress and egress across property of Herbert R. Anderson, along the proposed 50' road which extends to Kimberly Lane as shown on the above mentioned plat.

DERIVATION: This is the identical property conveyed to Kenneth Anderson by Deed of Herbert R. Anderson, Jr. Dated March 15, 1999 and recorded in the Office of the Clerk of Court for Greenwood County on March 16, 1999 in Deed Book 562 at Page 192.

ALSO: All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenwood, State of South Carolina, and being more particularly shown and designated as Tract A, containing 0.07 acres, on a plat of Heaner Design Group dated January 5, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on February 10, 2011 in Plat Book 140 at Page 53.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

DERIVATION: This is the identical property to Herbert Anderson, Jr. By Deed of Herbert Anderson, Jr. Construction, Inc. Dated February 4, 2011 and recorded in the Office of the Clerk of Court for Greenwood County on February 10, 2011 in Deed Book 1246 at Page 217.

TMS: 6835-056-940

LESS AND EXCEPT: All that certain piece, parcel or tract of land situate, lying and being in the County of Greenwood, State of South Carolina containing 10.85 acres in its entirety as shown on plat prepared by Thomas W. Stribling of date May 12, 1987, same recorded in the Office of the Clerk of court for Greenwood County in Plat Book 51 , Page 135. According to said plat, the within tract of land fronts on the eastern side of White Oak Drive a total distance of 918.68 feet, more or less. For a more full and accurate description, reference is made to the aforesaid plat.

DERIVATION: This is the identical property conveyed to Keith Anderson by Deed of Herbert R. Anderson, Jr. Dated August 28, 1987 and recorded in the Office of the Clerk of court for Greenwood County on September 8, 1987 in Deed Book 325 at Page 841.

LESS AND EXCEPT: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, containing 5.01 acres of land as shown on plat prepared by Thomas H. Stribling of date June 1, 1991 recorded in Plat Book 64 at Page 34 in the Office of the Clerk of Court for Greenwood County. According to said plat, the within acreage fronts on Kimberly Lane for a distance of 288.28 feet, more or less. Reference is made to the aforesaid plat for a more full and accurate description.

DERIVATION: This is the identical property conveyed to Keith Anderson and Susan Anderson by Deed of Herbert R. Anderson, Jr. Dated June 27, 1991 and recorded in the Office of the Clerk of Court for Greenwood County on July 9, 1991 in Deed Book 361 at Page 735.

ALSO: All that certain piece, parcel or lot of land, containing 17.40 acres, more or less, situate, lying and being in the County of Greenwood, State of South Carolina, being known and designated as Tract No. B of Tract No. 1 of the Owen S. Edwards Estate Lands as will more fully appear by reference to a plat thereof prepared by Thomas C. Anderson, Surveyor, dated January, 1933, as revised on June 8, 1966, and April 30, 1969, which plat is duly recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 18, at Page 107. Said Tract No. B fronts and measures on Chinquapin Road for a distance of 370 feet, more or less, extends back therefrom on its northeastern side for a distance of 1,853 feet, more or less, and on its southwestern side along a broken line for a total distance of 1,773.50 feet, more or less, is 520 feet, more or less, wide in the rear and is bounded as follows: on the northeast by property of Austin Edwards; on the southeast by Chinquapin Road; on the southwest by portions of Tracts Nos. A and C of said property and on the northwest by property of Herbert Anderson, Jr.

This conveyance is made specifically subject to existing easements for highways and utilities.

DERIVATION: This is the identical property conveyed to H.R. Anderson by Deed of Harold G. Rykard dated May 19, 1969 and recorded in the Office of the Clerk of Court for Greenwood County on May 20, 1969 in Deed Book 216 at Page 49.

ALSO: All that lot or parcel of land containing two and one-half (2-1/2) acres, more or less, with improvements thereon, situate near the corporate limits of the City of Greenwood, within the County of Greenwood, State of South Carolina, being shown and designated as Lot "A" on a plat made by T.C. Anderson, Surveyor, dated June 8, 1966, recorded in Plat Book 15, Page 107, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be had for a more complete and accurate description. The said Lot "A" is bounded on the Northwest and Northeast by property of Herbert Anderson, Jr., Southwest by property of Margaret W. Adams; and Southeast by Chinquapin Road.

This conveyance is made subject to any easements and rights of way which may have been heretofore granted affecting this property for public utilities and streets or roads, whether they same appear of record or not.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of L.B. Adams, Jr. As Executor under the last Will and Testament of Alice Rykard, deceased dated December 5, 1985 and recorded in the Office of the Clerk of Court for Greenwood County on December 13, 1985 in Deed Book 311 at Page 866.

TMS: 6835-129-790

GRANTEES' ADDRESS: 2117 Highway 72 NW, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, their Successors and Assigns forever.



And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 3 day of October, 2012.

Signed, sealed and delivered

in the presence of:

 
Emily B. May Robert Anderson

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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



SWORN to before me this 3)
day of October, 2012)
)
May Her (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Multiple Parcels, Greenwood, SC 29649 bearing Greenwood County Tax Map Numbers 6835-129-790; 6835-056-940, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on October 3, 2012.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$0.00
b. Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 3 day of October, 2012.

Notary Public for South Carolina My Commission Expires: 5/30/17

Responsible Person Connected with the Transaction

Herbert Anderson Jr. Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Exhibit E

Promissory Note

On this date of July 2, 2014, in return for valuable consideration received (**Exhibit A**), the undersigned borrower jointly and severally promises to pay to **Herbert R. Anderson, Jr**, the "Lender"; the sum of \$1,218,375.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on August 2, 2014 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

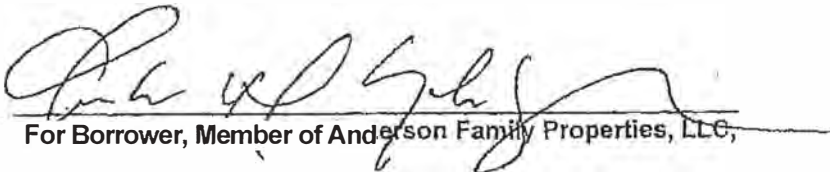
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable Collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

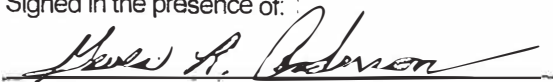
In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 2 day of July, 2014.


For Borrower, Member of Anderson Family Properties, LLC,

Signed in the presence of:



**EXHIBIT A
 PROPERTYIES SOLD / TRANSFERRED TO
 ANDERSON FAMILY PROEPRITIES, LLC**

DESCRIPTION	TAX MAP NUMBER	SALE PRICE
KIMBERLY LANE 60.27 AC	6835-129-790	753,375
MILFORD MANNER	6847-392-178	15,000
MILFORb MANNER	6847-400-178	22,500
MILFORD MANNER	6847-364-200	22,500
GRAND HARBBOR	7806-765-391	20,000
GRAND HARBBOR	7806-768-401	20,000
GRAND HARBBOR	7806-555-501	20,000
GRAND HARBBOR	7806-480-570	20,000
GRAND HARBBOR	7806-446-581	20,000
GRAND HARBBOR	7806-472-573	20,000
PATRIOTS POINT	7815-484-772	30,000
PATRIOTS POINT	7815-496-819	50,000
PATRIOTS POINT	7815-536-866	70,000
PATRIOTS POINT	7815-627-838	135,000
		<u>1,218,375</u>

4860-8669-9857 v.17 047587/01500, 2:00 PM, 05/12/2023

Exhibit F

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, its Successors and Assigns forever.

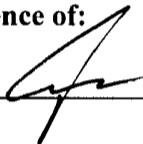
And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

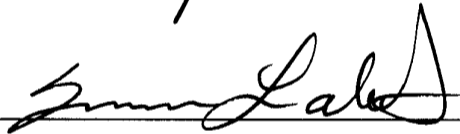
Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

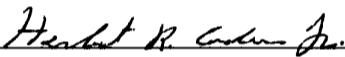
WITNESS the grantor's hand and seal this 19 day of December, 2013.

Signed, sealed and delivered

in the presence of:







AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Instrument 201300010194 Book Page 1393 47

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots 44 and 45 Milford Manor, Greenwood, SC 29646 bearing Greenwood County Tax Map Numbers 6847-400-178 and 6847-392-178, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on December 19, 2013.
3. Check one of the following:
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
 - b. _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$0.00
 - b. Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here.)
 - c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

8. As required by Code §12-24-70, I state that I am a responsible person who was connected with this transaction as: **Grantor.**

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 19 day of December, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 2/21/2011

[Signature]
Responsible Person Connected with the Transaction

Herbert Anderson Jr.
Print or Type Name Here

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201300002079
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201300002079 EXEMPT
ANGELA WOODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
03-22-2013 02:45 pm.
REC FEE: 11.00

Instrument Book Page
201300002079 1352 162

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that **HERBERT ANDERSON, JR.** hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, his heirs, successors and assigns, the following described property, to-wit:

*LTS 116/109 118/20 127/115
122/94 GRAND HARBOR*

PARCEL ONE:

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 131 on plat of survey entitled "Plat of Grand Harbor, Phase III", prepared for SCN Group, Greenwood, LLC, by Davis & Floyd, dated March 7, 2001, and recorded in Plat Book 116 at Page 109 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

Also included in the within conveyance is an easement for ingress and egress along Grand Harbor Boulevard and Compass Point Drive as shown on the aforesaid plat of survey.

DERIVATION: This is the identical property conveyed to Capitalbank by Deed in Lieu of Foreclosure of Mohd N. Alkassmi and Maryam Alkassmi dated March 15, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on March 19, 2010 in Deed Book 1202 at Page 50.

PARCEL TWO:

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 132 on plat of survey entitled "Plat of Grand Harbor, Phase III", prepared for SCN Group, Greenwood, LLC, by Davis & Floyd, dated March 7, 2001, and recorded in Plat Book 116 at Page 109 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

Also included in the within conveyance is an easement for ingress and egress along Grand Harbor Boulevard and Compass Point Drive as shown on the aforesaid plat of survey.

DERIVATION: This is the identical property conveyed to Capitalbank by Deed in Lieu of Foreclosure of Mohd N. Alkassmi and Maryam Alkassmi dated March 15, 2010 and

7806-768-401

7806-765-391

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

recorded in the Office of the Clerk of Court for Greenwood County on March 19, 2010 in Deed Book 1202 at Page 62.

PARCEL THREE:

7806-446-551

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 239, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 28.

PARCEL FOUR:

7806-472-573

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 242, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 38.

PARCEL FIVE:

7806-480-570

All that certain piece, parcel or tract of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 243, Phase V of Grand Harbor Subdivision as shown on the plat, prepared by David and Floyd Engineering Co., Inc. dated July 3, 2002, recorded in Plat Book 118 at Page 20 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

This property is subject to the Declaration of Protective Covenants and Restrictions as imposed upon Grand Harbor Subdivision and entered for record in the Office of the Clerk of Court for Greenwood County.

Instrument 201300002079 Book Page 1352 164

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 19, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on January 25, 2010 in Deed Book 1194 at Page 33

PARCEL SIX:

All that certain piece, parcel or lot, situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 276, Phase VI, of Grand Harbor Subdivision as shown on the plat, prepared by Davis and Floyd Engineering Co., Inc. of date January 28, 2004, last revised November 3, 2005, recorded in Plat Book 127 at Page 115 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

7806-535-501

This property is subject to the Protective Covenants, Conditions and Restrictions imposed upon Grand Harbor Subdivision as entered for record in the Office of the Clerk of Court for Greenwood County.

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated January 20, 2009 and recorded in the Office of the Clerk of Court for Greenwood County on January 28, 2009 in Deed Book 1141 at Page 143.

PARCEL SEVEN:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lot No. 45, Phase I, of Patriot Plantation as shown on the plat, prepared by Davis and Floyd Engineering Co., Inc. of date February 26, 2003, last revised May 13, 2004, and entered for record in Plat Book 122 at Page 94 in the Office of the Clerk of Court for Greenwood County. Reference is made to the aforesaid plat for a more full and accurate description.

7815-627-838

DERIVATION: This is the identical property conveyed to Capitalbank by Special Referee's Deed dated June 29, 2010 and recorded in the Office of the Clerk of Court for Greenwood County on June 29, 2010 in Deed Book 1217 at Page 71.

GRANTEES' ADDRESS: 2117 Hwy 72 NW, Greenwood, SC 29649

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, his Heirs, Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 11 day of March, 2013.

Signed, sealed and delivered

in the presence of:

[Signature] *[Signature]*
May L

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots Grand Harbor, Ninety Six, SC 29666 bearing Greenwood County Tax Map Numbers 7806-768-401; 7806-765-391; 7806-446-581; 7806-472-573; 7806-480-570; 7806-555-501; 7815-627-838, was transferred by Herbert Anderson, Jr. to Anderson Family Properties of Greenwood, LLC on March 11, 2013.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$0.00
b. Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 11 day of March, 2013.

Notary Public for South Carolina My Commission Expires: 5/30/17

Responsible Person Connected with the Transaction

Herbert Anderson Jr. Print or Type Name Here

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership, and;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

201400002379
TED B WYNDHAM
PO BOX 148
GREENWOOD SC 29648

201400002379 EXEMPT
ANGELA WOODHURST
COUNTY CLERK
GREENWOOD COUNTY SC
04-25-2014 09:03 am.
REC FEE: 10.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **TITLE TO REAL ESTATE**
) Instrument Book Page
) 201400002379 1409 95

KNOW ALL MEN BY THESE PRESENTS, that HERBERT ANDERSON, JR. hereinafter referred to as Grantor, for and in consideration of **Ten and No/100 (\$10.00) Dollars and other consideration**, paid to Grantor by **ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC**, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Grantee, their successors and assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land lying, situate and being in the County of Greenwood, State of South Carolina, and being shown and designated as Lots 61, 67, and 74 on plat prepared by David & Floyd Engineering, dated February 26, 2003, last revised September 8, 2004, prepared for Patriot Plantation Land Company, LLC. Said plat is heretofore entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 123, at Page 107. Reference is made to the aforesaid plats for a more full and accurate description.

This property is subject to Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Patriot Plantation of date March 27, 2003 and entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 776, at Page 245.

DERIVATION: This is the identical property conveyed to Herbert Anderson, Jr. By Deed of Patriot Plantation Land Co, LLC dated June 30, 2010 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1218 at Page 67.

GRANTEES' ADDRESS: 2117 Hwy 72 NW, Greenwood, SC 29649

TMS# 7815-484-772
7815-496-819
7815-536-866

Lts 123/107
PATRIOTS PLANTATION

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee, their Successors and Assigns forever.

And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the grantor's hand and seal this 22 day of April, 2014.

Signed, sealed and delivered

in the presence of:

Jed (B) Graham Hill
Mary Lee

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

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

Jed B W Gardner

SWORN to before me this 22)
day of April, 2014)
Mary J. Love (LS))
Notary Public for South Carolina)
My Commission Expires: 5/30/17)

ELECTRONICALLY FILED - 2025 Jun 26 9:32 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

- 1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Lots 61, 67 and 74 Patriots Plantation, Ninety Six, SC 29666 bearing Greenwood County Tax Map Numbers 7815-484-772, 7815-496-819, 7815-536-866, was transferred by Herbert Anderson, Jr. To Anderson Family Properties of Greenwood, LLC on April 22, 2014.
3. Check one of the following:
a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b. subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c. X exempt from the deed recording fee because (See information section of this Affidavit): #8 (If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$00.00
b. The fee is computed on the fair market value of the realty which is \$
c. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

- 6. The deed recording fee is computed as follows:
a. Place the amount listed in item 4 above here: \$000.00
b. Place the amount listed in item 5 above here: -0- (If no amount is listed, place zero here.)
c. Subtract Line 6(b) from Line 6(a) and place result here: \$000.00

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

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 22 day of April, 2014.

Notary Public for South Carolina My Commission Expires: 5/30/17

Responsible Person Connected with the Transaction

Herbert Anderson Jr. Print or Type Name Here

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INFORMATION

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- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
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- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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Exhibit G

ANDERSON FAMILY PROPERTIES, LLC

2/4/2025 3:18 PM

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Register: REGIONS BANK

From 12/31/2014 through 02/04/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/31/2014		TAX REFUND	GAIN/LOSS ON SALE	Deposit		1,313.54	1,313.54
12/31/2014	1001	GWEN ANDERSON	LOAN-HR ANDERSO...		31,200.00		-29,886.46
12/31/2014	1002	ELLIOTT DAVIS	Professional Fees		775.00		-30,661.46
12/31/2014	3		INVESTMENTS- EST...			259,725.70	229,064.24
12/31/2014	3		INVESTMENTS- EST...			17,889.03	246,953.27
12/31/2015	5		Property Taxes [split]		32,831.66		214,121.61
02/23/2016	1016	Void	Office Supplies				214,121.61
04/20/2016	1017	Manley Garvin, LLC	Professional Fees		450.00		213,671.61
06/06/2016	1018	Tim Burke	Professional Fees		12,500.00		201,171.61
06/06/2016	1019	Jeremy Brunson	Repairs and Maintenance		1,700.00		199,471.61
11/20/2016	7		INVESTMENTS- EST...			17,187.88	216,659.49
12/12/2016	1020	Beauford County	Property Taxes		345.68		216,313.81
12/12/2016	1021	County of Volusia	Property Taxes		947.78		215,366.03
12/12/2016	1022	Greenwood County	Property Taxes		13,179.05		202,186.98
08/08/2017	1023	Manley Garvin, LLC	Professional Fees		875.00		201,311.98
08/08/2017	1024	County of Volusia	Property Taxes		988.78		200,323.20
12/16/2017	1025	Beauford County	Property Taxes		409.29		199,913.91
12/16/2017	1026	Greenwood County	Property Taxes		13,548.49		186,365.42
12/16/2017	11		LOAN-HR ANDERSO...	to adjust accou...		12,529.10	198,894.52
04/15/2018	1027	Manley Garvin, LLC	Professional Fees		1,025.00		197,869.52
04/15/2018	1028	Manley Garvin, LLC	Professional Fees		750.00		197,119.52
12/31/2018		Greenwood County	Property Taxes	Deposit		373.80	197,493.32
12/31/2018	1029	County of Volusia	Property Taxes		966.06		196,527.26
01/04/2019	1030	Beauford County	Property Taxes		444.60		196,082.66
01/04/2019	1031	Greenwood County	Property Taxes		13,174.69		182,907.97
03/15/2019	1032	Manley Garvin, LLC	Professional Fees		900.00		182,007.97
09/27/2019	1033	Grand Harbor POA	Dues and Subscriptions		75.00		181,932.97
12/31/2019	1034	Void	Office Supplies				181,932.97
12/31/2019	1035	County of Volusia	Property Taxes		1,075.93		180,857.04
12/31/2019	1036	Beauford County	Property Taxes		465.04		180,392.00
12/31/2019	1037	Greenwood County	Property Taxes		13,209.32		167,182.68
12/31/2019	16		Office Expenses		405.00		166,777.68
04/24/2020	1038	Manley Garvin, LLC	Professional Fees		900.00		165,877.68
04/24/2020	19		-split-			43,492.33	209,370.01
12/31/2020	1039	Greenwood County	Property Taxes		13,366.32		196,003.69
12/31/2020	1041	GWEN ANDERSON...	LOAN-HR ANDERSO...	REPAY FOR ...	180,000.00		16,003.69
12/31/2020	20		OTHER INCOME	TO ADJUST T...		408.00	16,411.69
02/02/2021	1043	Grand Harbor POA	Dues and Subscriptions		4,170.00		12,241.69
10/06/2021	1044	Grand Harbor POA	Dues and Subscriptions		3,200.00		9,041.69
12/31/2021	1042	Beauford County	Property Taxes		471.07		8,570.62

ANDERSON FAMILY PROPERTIES, LLC

2/4/2025 3:18 PM

Register: REGIONS BANK

From 12/31/2014 through 02/04/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
12/31/2021	23		OTHER INCOME [split]	unkown source		22,837.15	31,407.77
12/31/2021	23		OTHER INCOME [split]	unkown source	408.00		30,999.77
01/01/2022	1045	Void	Office Supplies				30,999.77
04/14/2022	25		-split-	RECORD SAL...		144,357.19	175,356.96
05/17/2022	1046	Tim Burke	Professional Fees		8,000.00		167,356.96
05/25/2022	27		-split-			28,585.65	195,942.61
05/31/2022	26		-split-			125,067.38	321,009.99
06/11/2022	1047	Void	Office Supplies				321,009.99
06/11/2022	1048	Grand Harbor POA	Dues and Subscriptions		19,012.89		301,997.10
07/12/2022	1049	Tim Burke	Professional Fees		9,270.00		292,727.10
07/21/2022	1050	Manley Garvin, LLC	Professional Fees		1,000.00		291,727.10
08/11/2022	1051	Grand Harbor POA	Dues and Subscriptions		2,978.44		288,748.66
09/19/2022	1052	Grand Harbor POA	Dues and Subscriptions		2,978.44		285,770.22
12/19/2022	1053	Grand Harbor POA	Dues and Subscriptions		8,640.00		277,130.22
12/19/2022	28		-split-	Salcof lot 41 M...		13,472.10	290,602.32
12/19/2022	29		INVESTMENTS- EST...			78,759.16	369,361.48
01/17/2023	1054	Greenwood County	Property Taxes		7,799.40		361,562.08
02/23/2023	1055	PLANTATION HOA	Dues and Subscriptions		1,650.00		359,912.08
03/20/2023	1056	Void	Office Supplies				359,912.08
03/20/2023	1057	Grand Harbor POA	Dues and Subscriptions		9,740.04		350,172.04
03/20/2023	1058	Grand Harbor POA	Dues and Subscriptions		4,710.00		345,462.04
04/10/2023		STATE OF SOUTH ...	OTHER INCOME	Deposit		1,099.84	346,561.88
10/11/2023	1059	Manley Garvin, LLC	Professional Fees		1,100.00		345,461.88
10/11/2023	1060	Void	Office Supplies				345,461.88
10/11/2023	1062	Grand Harbor POA	Dues and Subscriptions		21,687.26		323,774.62
11/02/2023	1061	Void	Office Supplies				323,774.62
11/02/2023	1063	Manley Garvin, LLC	Professional Fees		1,100.00		322,674.62
11/29/2023	1064	Tim Burke	Professional Fees		8,300.00		314,374.62
12/27/2023		GWEN ANDERSON	LOAN- GRA TR B	Deposit		180,000.00	494,374.62

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)	8 TH JUDICIAL CIRCUIT
)	
The Estate of Herbert Rivers Anderson, Jr. By	)	Civil Action No. 2023-CP-24-00800
its Successor Personal Representative, J.)	
Kershaw Spong,)	
)	
Plaintiff,	)	DEFENDANT’S MEMORANDUM IN
	)	OPPOSITION TO PLAINTIFF’S
vs.	)	MOTION TO RECONSIDER
)	
Anderson Family Properties of Greenwood,)	
LLC,)	
)	
Defendant.)	

Defendant submits this Memorandum in Opposition to Plaintiff’s Motion to Reconsider (the “Motion”) this Court’s Order dated April 9, 2025, which dismissed Plaintiff’s Amended Complaint with prejudice pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure on the grounds Plaintiff’s claims are barred by the statute of limitations. Plaintiff’s Motion should be denied.

STANDARD OF REVIEW

“In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint.” *Jane Doe v. Oconee Mem’l Hosp.*, 437 S.C. 574, 582, 878 S.E.2d 920 (S.C. App. 2022). “If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper.” *Id*

FACTUAL ALLEGATIONS OF PLAINTIFF’S COMPLAINT

In the instant matter, Plaintiff, as Successor Personal Representative of the Estate of Herbert Anderson, Jr., has asserted claims for breach of contract, quantum meruit, constructive

trust, and Statute of Elizabeth arising from breaches of two separate promissory notes entered into between Plaintiff and Defendant.

Per Plaintiff's Amended Complaint, the first promissory note was entered between the parties dated March 22, 2012, in consideration for the amount of \$1,560,000.00 plus interest of 2% annum (the "2012 Note"). (*See* Pl.'s Am. Compl. ¶ 11, Exh C.) A second promissory note was entered between the parties dated July 2, 2014, for the amount of \$1,218,375.00 plus interest of 2% annum (the "2014 Note"). (*See* Pl.'s Am. Compl. ¶ 13, Exh. E.) Pursuant to both the 2012 Note and the 2014 Note, as lots were sold in the development, Anderson Family Properties was to pay Plaintiff 75% of the net proceeds for payment on the respective promissory notes but failed to do so. (*See* Am. Compl. ¶¶ 16, 17, Exhs. C and E.)

Herbert Anderson, Jr. died on November 2, 2018. (*See* Amended Compl. ¶1). The Amended Complaint admits that no demand for payment was made until the Complaint was filed on August 25, 2023. (*See* Amended Compl. ¶18.)

Plaintiff's Original Complaint admitted that with regard to the 2012 Note, lots were sold in 2012 to 2015, and with regard to the 2014 Note, properties were sold in 2014 to 2016, and Defendant failed to make payments after the sale of the lots. (*See* Orig. Compl. ¶¶ 14-18.) Upon the appointment of the Successor Personal Representative, Plaintiff amended its complaint to remove the referenced years but does allege that Defendant sold lots included in the 2012 Note and the 2014 Note. (*Compare* Am. Compl. ¶¶ 16, 17 *with* Orig. Compl. ¶ 15.)

However, Plaintiff's original allegations that sales occurred in 2014, 2015, and 2016 is supported by deeds which are public records on file with the Greenwood County Register of Deeds.

ARGUMENT

I. The Court Correctly Found Plaintiff's Claims Are Barred by the Statute of Limitations.

Plaintiff asserts claims for breach of contract, quantum meruit, constructive trust, and Statute of Elizabeth based upon allegations that Defendant sold properties that were used as security interest to secure the 2012 Note and 2014 Note, and failed to issue payment to Plaintiff pursuant to the terms of the 2012 Note and 2014 Note.

The statute of limitations for an action for Plaintiff's claims is three (3) years. S.C. Code § 15-3-530. Plaintiff commenced this action on August 25, 2023. An action on a contract begins to run on the date the action accrues. *Maier v. Tietex Corp.*, 331 S.C. 371, 500 S.E.2d 204 (Ct. App. 1998). A cause of action accrues when the contract is breached or broken. *Richland-Lexington Airport Dist. v. American Airlines, Inc.*, 306 F.Supp.2d 548 (D.S.C. 2002).

This Court found that with regard to the 2012 Note, properties were sold in 2012 to 2015, and with regard to the 2014 Note, this Court found that lots were sold in 2014 to 2016. No payments were made on the notes.

Further, the Court correctly found that the "triggering event" for the statute of limitations on the 2012 Note and 2014 Note were upon the occurrence of the first breach, when Defendant sold the first property and failed to pay Plaintiff as required under the Note, and that subsequent breaches would not reset the statute of limitations. Therefore, as the initial property under the 2012 Note was sold in 2012, the statute of limitations would have run in 2015. Similarly, with regard to the 2014 Note, because lots were sold in 2014, the statute of limitations would have run in 2017.

Plaintiff did not commence litigation of these claims until September 1, 2023. Therefore, all of Plaintiff's claims are barred by the applicable statute of limitations and the doctrine of laches as a matter of law.

II. Plaintiff's Attempt to Introduce Additional Allegations or "Evidence" Outside the Four Corners of the Complaint is Improper and Should Not Be Considered.

Plaintiff's Motion improperly includes as an exhibit a document purporting to be from Defendant's ledger and states that the \$180,000 payment made by Gwen Anderson on December 31, 2020 should be considered by this Court as evidence that the statute of limitations reset. First, this Court cannot consider Plaintiff's additional "evidence" submitted with Plaintiff's motion as part of any motion to dismiss, as it is outside the corners of Plaintiff's complaint and is not proper for judicial notice. Nevertheless, Defendant would also note that Plaintiff omits from this argument the general ledger entry on December 27, 2023, which amended that entry as an error and demonstrates that even if the Court could consider this allegation, it would be futile and does not evidence the resetting of the statute of limitations.

III. In the Event the Court Finds It Should Amend its Order to Address Plaintiff's Arguments for Equitable Tolling, Plaintiff's Arguments Should be Denied.

Plaintiff argues the Court improperly failed to consider Plaintiff's arguments under the equitable tolling and the Statute of Elizabeth. Neither argument is proper for consideration in this case.

Equitable tolling is a nonstatutory, judicially created, tolling theory which "suspends a limitations period" under certain limited circumstances. *Hooper v. Ebenezer Sr. Servs. & Rehab. Cntr.*, 386 S.C. 108, 687 S.E.2d 29, 32 (2009) (quoting *Ocana v. Am. Furniture Co.*, 135 N.M. 539, 91 P.3d 58, 66 (2004)). "Equitable tolling typically applies in cases where a litigant was prevented from filing suit because of an extraordinary event beyond his or her control." *Id.* (quoting *Ocana*, 135 N.M. 529, 91 P.3d at 66). In *Hooper*, the South Carolina Supreme Court noted that South Carolina courts had previously tolled the statute of limitations based on equitable considerations involving reliance by employees on employer's assurances that the claim would be taken care of without filing a claim ("reliance period"), where a healthcare

facility failed to file a certificate of assumed name for its business designation and conspicuously post its facility license in public view as required by the law, when a party pursues alternative remedies, when a plaintiff has actively pursued his or her judicial remedies by filing a timely but defective pleading, or extraordinary circumstances outside the plaintiff's control make it impossible for the plaintiff to assert his or her timely claim, or where the plaintiff exercising reasonable diligence could not have discovered essential information bearing on his or her claim. *Id.* at 33 (citations omitted).

None of those circumstances are present here in the instant matter. In this matter, plaintiff argues some conflict of interest existed with Mr. Charles Schulze, who served as the manager of defendant and subsequently served as the Personal Representative for Plaintiff upon Mr. Anderson's death in 2018. Notably, the Court's findings that the statute of limitations for the 2012 Note expired in 2015 and the statute of limitations for the 2014 Note lapsed in 2017 obviate Plaintiff's argument because Mr. Anderson was alive after both statutes of limitations for the 2012 Note and 2014 Note had run. Even assuming *arguendo*, that the statute of limitations expired after Mr. Anderson's death, Mr. Schulze, who had worked with Mr. Anderson and Mrs. Anderson and their respective businesses for decades and subsequently served as Mr. Anderson's personal representative and manager of the business, would not rise to the level of justifying the equitable tolling of the statute of limitations.

IV. In the Event the Court Finds It Should Amend its Order to Address Plaintiff's Arguments for the Statute of Elizabeth, Plaintiff's Arguments Should be Rejected.

With regard to Plaintiff's argument the Statute of Elizabeth claim should also have been addressed, in the event the Court finds it should amend its order to address Plaintiff's arguments, Plaintiff's claims should be denied because the Statute of Elizabeth is a post-judgment claim and is not the proper basis for a cause of action in the underlying claim.

Moreover, Plaintiff incorrectly argues that the statute of limitations for the Statute of Elizabeth would be different than Plaintiff's other claims by attempting to point to when Plaintiff would have known the conveyances were "fraudulent." The conveyances from Mr. Anderson to Plaintiff occurred several years before he passed away to a business his wife owned and were of public record. The Successor Personal Representative essentially attempts to argue that the statute of limitations did not begin to run on transactions that occurred from 2012 to 2014 and while Mr. Anderson was alive, until Mr. Spong was appointed as Personal Representative in 2024 and determined the conveyances were improper. Defendant is unaware of any case that would support Plaintiff's position and Plaintiff's claims should be denied.

V. Plaintiff's Motion to Amend its Complaint is Futile and Should be Denied.

In the alternative, Plaintiff yet again seeks to amend Plaintiff's complaint to try to avoid Plaintiff's claims being barred by the statute of limitations by now alleging that Plaintiff uncovered new information regarding the ledge payments and subsequent sales of properties. Plaintiff's motion should be denied because amending the complaint would be futile.

Rule 15(a) provides "a party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice another party." SCRCP 15(a). "A motion to amend is within the sound However, a court may deny a motion to amend a party's complaint where an amendment would be futile because the statute of limitations on the plaintiff's claims had expired. *Couram v. Davis*, 2015-UP-065 (S.C. Ct. App. Feb. 4, 2015) (citing *Health Promotion Specialist, LLC v. S.C. Bd. Of Dentistry*, 403 S.C. 623, 632, 743 S.E.2d 808, 812-12 (2013)), attached as **Exhibit A**.

In the instant case, the Court correctly concluded that the statute of limitations on the 2012 Note and 2014 Note ran beginning with the first alleged breaches and were not renewed upon subsequent sales. The Court found the initial property under the 2012 Note was sold in

2012, and the statute of limitations would have run in 2015. Similarly, with regard to the 2014 Note, because lots were sold in 2014, the statute of limitations would have run in 2017. Plaintiff's arguments for having another bite at the proverbial apple of attempting to amend the complaint again to overcome the statute of limitations are futile.

The property sales that Plaintiff now points to were of public record, Plaintiff cannot claim a lack of awareness as a defense for the statute of limitations because Mr. Anderson during his lifetime and Mr. Anderson's Estate were involved in the transactions at issue. Moreover, Plaintiff's claim regarding the ledger is further futile as it would not reset the statute of limitations and Plaintiff's own exhibit also shows Defendant correcting the ledger to zero out the transaction on December 27, 2023.

12/31/2020	1041	GWEN ANDERSON...	LOAN-HR ANDERSO...	REPAY FOR ...	180,000.00	16,003.69
12/27/2023		GWEN ANDERSON	LOAN- GRA TR B	Deposit	180,000.00	494,374.62

(See Pl.'s Mot. to Reconsider, Ex. A.)

Therefore, any subsequent property sales or a non-existing transaction would not reset the statute of limitations and Plaintiff's motion to amend the complaint should be denied as futile.

CONCLUSION

For the reasons set forth herein, Plaintiff's Motion to Reconsider should be denied and the Court properly dismissed Plaintiff's claims with prejudice pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

[Signature Block Next Page]

Respectfully submitted,

TIMMONS BROGDON LAW FIRM, LLC

s/ Sarah Timmons

Sarah Timmons (SC Bar #100007)

25 Delano Drive, Suite E

Greenville, South Carolina 29601

Tel: (864) 906-0289

sarah@timmonsbrogdon.com

*Attorney for Defendant Anderson Family Properties
of Greenwood, LLC*

Greenville, South Carolina
June 30, 2025

CERTIFICATE OF SERVICE

I certify that on June 30, 2025, I electronically filed DEFENDANT ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER to be served on all counsel of record by means of the Court's Notice of Electronic Filing.

Respectfully submitted,

TIMMONS LAW FIRM, LLC

s/ Sarah Timmons

Sarah Timmons (SC Bar #100007)
25 Delano Drive, Suite E
Greenville, South Carolina 29601
PH: (864) 906-0289
sarah@thetimmonslawfirm.com

Attorney for Defendant Southern Land Development Corporation

June 30, 2025
Greenville, South Carolina

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Couram v. Davis

Decision**Date:** 04 February 2015**Docket****Number:** 2015-UP-065**Citation:** Couram v. Davis, 2015-UP-065 (S.C. App. Feb 04, 2015)**Court:** South Carolina Court of Appeals**Parties:** Glenda Couram, Appellant, v. Lula N. Davis, Shirley Rivers, Constance marcia= dotie= tosha= steven= w.= in= their= official= individual= and= the= south= carolina= department= of= motor= respondents.= appellate= case= no.=**Id. vLex Fastcase:** VLEX-886529804**Link:** <https://fastcase.vlex.com/vid/couram-v-davis-2015-886529804>

Glenda Couram, Appellant, v. Lula N. Davis, Shirley Rivers, Constance "Connie" Rhett, Marcia Adams, Dottie Blankenship, Tosha Autry, Steven W. Lake, in their official and individual capacities, and the South Carolina Department of Motor Vehicles, Respondents.

Appellate Case No. 2012-213441

No. 2015-UP-065

Court of Appeals of South Carolina

February 4, 2015

UNPUBLISHED OPINION

Heard October 7, 2014

Appeal From Richland County L. Casey Manning, Circuit Court Judge

Glenda Couram, pro se, for Appellant.

Eugene Hamilton Matthews, of Richardson Plowden & Robinson, P.A., of Columbia, for Respondents.

PER CURIAM.

Glenda Couram appeals the circuit court's order denying her motion to amend her complaint and granting Respondents' motion to dismiss. Couram argues the circuit court erred in finding her motion to amend her complaint would be futile because her claims for gross negligence, defamation, intentional infliction of emotional distress, and civil conspiracy were timely filed under the appropriate statute of limitations. We affirm.

First, we find the circuit court properly held the South Carolina Tort Claims Act's (SCTCA) two-year statute of limitations is applicable because Couram did not file a verified claim. *See S.C. Code Ann. § 15-78-110 (Supp. 2013)* ("[A]ny action brought pursuant to [the SCTCA] is forever barred unless an action is commenced within two years after the date the loss was or should have been discovered; provided, that if the claimant first filed a [verified] claim pursuant to [the SCTCA,] then the action for damages based upon the same occurrence is forever barred unless the action is commenced within three years of the date the loss was or should have been discovered."). The charge of discrimination Couram filed with the South Carolina Human Affairs Commission was not a verified claim because it was not supported by an oath, as evidenced by the blank "Notary" space on the form. *See Pollard v. Cnty. of Florence*, 314 S.C. 397, 401, 444 S.E.2d 534, 536 (Ct. App. 1994) (holding a plaintiff who did not submit a document under oath did not submit a "verified claim" entitling her to the three-year statute of limitations). Therefore, the SCTCA's two-year statute of limitations applies to all of Couram's claims.

Further, we find the circuit court properly denied Couram's motion to amend her complaint on the grounds that any amendment would be futile because the SCTCA's two-year statute of limitations expired on all of her claims. *See Health Promotion Specialists, L.L.C. v. S.C. Bd. of Dentistry*, 403 S.C. 623, 632, 743 S.E.2d 808, 812-13 (2013) (affirming the circuit court's denial of a party's motion to amend its complaint when the amendment would be futile).

Upon a thorough review of the record, we find the latest possible date Couram could have learned that she

may have claims for gross negligence, defamation, intentional infliction of emotional distress, or civil conspiracy was December 8, 2008, when she was officially transferred to a position in data entry. Couram filed her first complaint in the U.S. District Court for the District of South Carolina on January 4, 2010. In addition to several federal claims, Couram asserted claims for "outrage" and civil conspiracy under the federal supplemental jurisdiction statute, 28 U.S.C. § 1367 (Supp. 2014). On March 10, 2011, the district court issued an order granting Respondents summary judgment on Couram's federal claims pursuant to the Eleventh Amendment and declining to exercise supplemental jurisdiction over Couram's state law claims. *Couram v. S.C. Dep't of Motor Vehicles*, No. 3:10-001-MJP-PJG, 2011 WL 891298, at *1 (D.S.C. Mar. 10, 2011).

Couram argues the tolling provision of the supplemental jurisdiction statute, 28 U.S.C. § 1367(d), tolled the statute of limitations on all of her claims while her case was pending in federal court. See 28 U.S.C. § 1367(d) ("The period of limitations for any claim asserted under subsection (a), and for any other claim in the same action that is voluntarily dismissed at the same time as or after the dismissal of the claim under subsection (a), shall be tolled while the claim is pending and for a period of 30 days after it is dismissed unless State law provides for a longer tolling period."). We find the tolling provision is inapplicable because the district court granted summary judgment in favor of Respondents, who were nonconsenting parties immune from suit in federal court pursuant to the Eleventh Amendment. See *Raygor v. Regents of Univ. of Minn.*, 534 U.S. 533, 548 (2002) ("[Section] 1367(d) does not toll the period of limitations for state law claims asserted against nonconsenting state defendants that are dismissed on Eleventh Amendment grounds."). Therefore, we find the SCTCA's two-year statute of limitations began running on December 8, 2008, and expired on December 9, 2010. Accordingly, we affirm the circuit court's denial of Couram's motion to amend her complaint, as well as its grant of Respondents' motion to dismiss, because all of Couram's claims were barred pursuant to the SCTCA's two-year statute of limitations.

In addition, we agree with Respondents' argument that Couram failed to state any claim upon which relief may be granted. See *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 419, 526 S.E.2d 716, 723 (2000) ("Under the present rules, a respondent-the 'winner' in the lower court-may raise on appeal any additional reasons the appellate court should affirm the lower court's ruling, regardless of whether those reasons have been presented to or ruled on by the lower court. It would be inefficient and pointless to require a respondent to return to the judge and ask for a ruling on other arguments to preserve them for appellate review."). Upon a thorough review of Couram's complaints, we are unable to find any facts sufficient to constitute a cause of action. See *Doe v. Marion*, 361 S.C. 463, 468, 605 S.E.2d 556, 559 (Ct. App. 2004), *aff'd*, 373 S.C. 390, 645 S.E.2d 245 (2007) ("[The circuit court] may dismiss a claim when the defendant demonstrates the plaintiff has failed to state facts sufficient to constitute a cause of action in the pleadings filed with the court. Generally, in considering a 12(b)(6) motion, the [circuit] court must base its ruling solely upon allegations set forth on the face of the complaint." (citations omitted)). Accordingly, we affirm the circuit court's order denying Couram's motion to amend her complaint and granting Respondents' motion to dismiss because Couram has failed to state any claim upon which relief may be granted.

Couram raised several additional issues in her brief; however, we need not address these issues because Couram's untimely filing of her claims and her failure to state a claim are dispositive of the other issues she raised. See *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding appellate courts need not address remaining issues when disposition of a prior issue is dispositive).

AFFIRMED.

WILLIAMS, GEATHERS, and McDONALD, JJ., concur.

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)

The Estate of Herbert Rivers, Anderson, Jr.) Civil Action No.:
By its Personal Representative, Charles W.)
Schulze,)

Plaintiff,)

vs.)

SUMMONS

Anderson Family Properties of)
Greenwood, LLC,)

Defendant.)

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said pleading upon the subscribers at their offices, 1316 Washington Street, Suite 101, Columbia, South Carolina 29201, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

GLEISSNER LAW FIRM, L.L.C.
1316 Washington Street, Suite 101
Columbia, South Carolina 29201
(803) 787-0505
Attorney for the Plaintiff
The Estate of Herbert Rivers, Anderson, Jr. By its
Personal Representative, Charles W. Schulze

BY: Richard R. Gleissner
RICHARD R. GLEISSNER
S.C. Bar Number 15139

August 25, 2023

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)

The Estate of Herbert Rivers, Anderson, Jr.) Civil Action No.:
By its Personal Representative, Charles W.)
Schulze,)

Plaintiff,)

vs.)

COMPLAINT

Anderson Family Properties of)
Greenwood, LLC,)

Defendant.)

The Plaintiff, the Estate of Herbert Rivers Anderson, Jr., by its Personal Representative Charles W. Schulze (the “Plaintiff”), complaining of defendant Anderson Family Properties, LLC (“AFP”, or the “Defendant”) would respectfully show and allege to the court the following:

GENERAL JURISDICTIONAL ALLEGATIONS

1. Plaintiff is a probate estate originally opened in McCormack County but presently pending in Lexington County, South Carolina.
2. The Defendant is a Limited Liability Company duly organized in the State of South Carolina whose principal place of business is in Greenwood County, South Carolina with a registered agent for the service of process being Charles Schulze, 340 Main Street, Greenwood, SC 29646. Its managing member is Gwen Anderson, 2117 Highway 72 Bypass, W, Greenwood, South Carolina 29649.
3. The transactions referred to in this Complaint all occurred in Greenwood County, South Carolina.
4. Jurisdiction is proper in this court and venue is proper in Greenwood County, State of South Carolina.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

5. The Defendant began operations in March 2012, but was later registered with the Secretary of State of South Carolina on April 17, 2012.
6. The Defendant originally began operating as Anderson Family Properties, LLC, but discovered that this name had been taken by an unrelated entity out of Mt. Pleasant, South Carolina. Thus, there was a delay in the registration and the name change to Anderson Family Properties of Greenwood, LLC.
7. The Defendant was in the business of land development.
8. On March 22, 2012, Herbert Anderson, Jr. (“Herbert”) transferred real property to the Defendant and in exchange received a promissory note (the “March 22, 2012 Note”). The March 22, 2012 Note was for \$1,560,000.00. The March 22, 2012 Note is attached as Exhibit 1.
9. Basically, the Defendant borrowed money from Herbert to purchase the real property for the development from Herbert to develop a subdivision in Greenwood County, South Carolina (the “Development”).
10. Pursuant to the March 22, 2012 Note, as lots were sold in the development, Herbert was to receive 75% of the net proceeds for payment on the March 22, 2012 Note.
11. On July 2, 2014, Herbert transferred additional real property to the Defendant and in exchange received another promissory note (the “July 2, 2014 Note”). The July 2, 2014 Note was in the amount of \$1,218,375.00. The July 2, 2014 Note is attached as Exhibit 2.
12. Pursuant to the July 2, 2014 Note, as lots were sold in the development, Herbert was to receive 75% of the net proceeds for payment on the July 2, 2014 Note.

13. The Defendant began developing the property.
14. The Defendant sold lots included in the March 22, 2012 Note in 2012, 2013, 2014 and 2015.
15. The Defendant sold lots included in the July 2, 2014 Note in 2014, 2015, and 2016.
16. The Defendant also sold Lots subject to the March 22, 2012 Note and the July 2, 2014 Note in subsequent years. The March 22, 2012 Note and the July 2, 2014 will hereafter be referred to as the Notes.
17. Although the Defendant made some payments, the Defendant failed to make 75% of the net proceeds as payments pursuant to the Notes and therefore breached the contract provisions of the Notes.
18. The Defendant failed to make the required payments to Herbert based upon lot sales in 2014, and 2015.
19. Due demand has been made for the payment of the Notes.
20. The Defendant has refused to make payment on the Notes.
21. Herbert passed away on November 2, 2018. The probate estate was opened in McCormick County Probate Court under the file number 2018-ES-35-127. The probate estate was later transferred to Lexington County under file number 2020-ES-32-01119.
22. At the time of Herbert's death, the total amount owed on the Notes was \$2,234,293.10.
23. The Defendant failed to cure the default and have continually failed to make the payments required under the Notes.
24. As such the full amount of the Notes is hereby accelerated and demanded.
25. The Defendant had contracts with Herbert to pay Herbert the total of \$2,234,293.10.

26. The Defendant has failed to pay Herbert pursuant to the contracts and therefore has breached the contracts.
27. As a direct and proximate result of the Defendant's breach of contract, the Estate of Herbert is entitled to Judgment against the Defendant in the amount of \$2,234,293.10 plus interest at the statutory pre-judgment interest rate from November 2, 2018.

WHEREFORE, having set forth its causes of action as against Defendant, the Plaintiff would pray the following relief issue by Order of this court.

1. The Court award judgment against the Defendant and in favor of the Plaintiff in the amount of \$2,234,293.10, plus interest accruing after November 2, 2018.
2. The court award judgment to Plaintiffs for their attorney fees and costs in bringing this action.
3. For such other and further relief in favor of the Plaintiff as the court deems just and proper under the circumstances, now, or to be developed through discovery in this case.

Respectfully submitted,

\s Richard R. Gleissner, Esquire
Richard R. Gleissner (SC #15139)
Gleissner Law Firm, LLC
1316 Washington Street, Suite 101
Columbia, South Carolina 29201
(803) 787-0505
(803) 712-4283 (facsimile)
Rick@Gleissnerlaw.com
Attorney for the Estate of
Herbert Rivers Anderson, Jr.
By its Personal Representative,
Charles W. Schulze,

August 25, 2023

Promissory Note

On this date of July 2, 2014, in return for valuable consideration received (**Exhibit A**), the undersigned borrower jointly and severally promises to pay to **Herbert R. Anderson, Jr**, the "Lender"; the sum of \$1,218,375.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on August 2, 2014 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

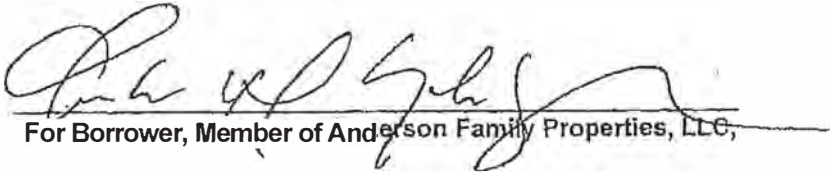
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable Collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

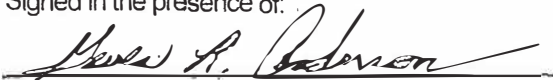
In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 2 day of July, 2014.


For Borrower, Member of Anderson Family Properties, LLC,

Signed in the presence of:



**EXHIBIT A
 PROPERTIES SOLD / TRANSFERRED TO
 ANDERSON FAMILY PROPERTIES, LLC**

DESCRIPTION	TAX MAP NUMBER	SALE PRICE
KIMBERLY LANE 60.27 AC	6835-129-790	753,375
MILFORD MANNER	6847-392-178	15,000
MILFORD MANNER	6847-400-178	22,500
MILFORD MANNER	6847-364-200	22,500
GRAND HARBOR	7806-765-391	20,000
GRAND HARBOR	7806-768-401	20,000
GRAND HARBOR	7806-555-501	20,000
GRAND HARBOR	7806-480-570	20,000
GRAND HARBOR	7806-446-581	20,000
GRAND HARBOR	7806-472-573	20,000
PATRIOTS POINT	7815-484-772	30,000
PATRIOTS POINT	7815-496-819	50,000
PATRIOTS POINT	7815-536-866	70,000
PATRIOTS POINT	7815-627-838	135,000
		<u>1,218,375</u>

4860-8669-9857 v.17 047587/01500, 2:00 PM, 05/12/2023

Promissory Note

On this date of March 22, 2012, in return for valuable consideration received (Attachment A), the undersigned borrower jointly and severally promises to pay to Herbert R. Anderson, Jr., the "Lender, the sum of \$1,560,000.00 Dollars, together with interest thereon at the rate of 2.00 percent per annum.

This loan shall be repaid Under the following terms: All payments shall be first applied to interest and the balance to principal.

Starting on March 24, 2012 and continuing until the principal balance of this Note and any accrued interest have been repaid in full, seventy-five percent of all net sales proceeds be applied to the note, both interest and principal. All payments shall be first applied to interest and the balance to principal.

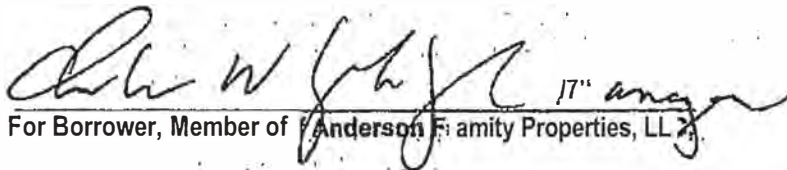
This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect...

All terms and conditions of this Note shall be interpreted under the laws of the State of South Carolina.

Signed Under Penalty of Perjury, this 22 day of March, 2012


For Borrower, Member of Anderson Family Properties, LLC

Signed the presence of:

ATTACHMENT A

SCHEDULE OF PROPERTIES PURCHASES BY

ANDERSON FAMILY PROPERTIES, LW

FROM HERBERT R. ANDERSON, JR

MARCH 22, 2012

DESCRIPTION	PROP #	LOCATION		VALUE	
Lots AnddrSON Industrial Park-lot 50	6836-711.600	Greenwood	Lt 50 Anderson Park	624-209	40,000
Lots Anderson Indutiial Oirk-trb	6836:697-645	Greenwood	Tr B Anderson Ind Park	624-209	50,000
ATTACHMENT A	500-18.B-3-163	Beaufort	Lot 163 Outdoor Resorts Unit Paradise 1158	1423-227	35,000
Lot-Paradise Park, Florida	402635458012	Charlotte, FL	Park 4621 Riversedge	1665-1879	20,000
Boat Slip - Florida	641934000130	Volusia, FL	Village	5022-1499	90,000
Airport Hanger-Daytime	622516000180	Volusia, FL	119 Aces Alley	5811-2830	300,000
3 Lots Anderson SQ-ir 1	6845.972-083	Greenwood	Pt Tr 1 (1.0 ea)	624-213	200,000
3 tits Anderson SO-tr 2	6855-056-063	Greenwood	Genesis Circle	624-213	100,000
3 Lots Anderson SG-trio	6855-037-083	Greenwood	Parkway	624-213	35,000
4 Lots Milford Manor	6847-422-190	Greenwood	Lot 41 Milford	539-302	45,000
	68471427-196	Greenwood	Lot 40 Milford	539-302	45,000
	6847-432-249	Greenwood	Lot 13 Milford'	539-302	45,000
	6847-458-217	Greenwood	Lot 18 Milford	539-302	45,000
15aarei.Highway 72 WeSt	6835-011-920	Greenwood	18.35a Hwy 72	458-190	300,000
Comer of Spring and Lindsey	6845-822-556	Greenwood	964 Spring St	1260-187	25,000
Lindsey Ave	6845-807-548	Greenwood	501 Lindsey	1221-291	15,000
4.8 aares'Jenkins•Springs Rd	6845-175-421 ¹	Greenwood	218 Jenkins Springs	1003-1	50,000
921 'Spring Street	6845-789-574	Greenwood	8.1a Spring	1260-187	75,000
619 Liner Cir	6845-725-564	Greenwood	9.4a Uner	1217-282	45,000
GRAND TOTAL				<u>1,560,000</u>	

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

IN THE COURT OF COMMON PLEAS
8TH JUDICIAL CIRCUIT

The Estate of Herbert Rivers, Anderson, Jr.)
By its Personal Representative, Charles W.)
Schulze,)

Civil Action No. 2023-CP-24-00800

Plaintiff,)

**ANDERSON FAMILY PROPERTIES OF
GREENWOOD, LLC’S MOTION TO
DISMISS PLAINTIFF’S COMPLAINT**

vs.)

Anderson Family Properties of Greenwood,)
LLC,)

Defendant.)

TO: RICHARD R. GLEISSNER, ESQUIRE, COUNSEL FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that Defendant Anderson Family Properties of Greenwood, LLC (“Anderson Family Properties” or “Defendant”), by and through its undersigned counsel, hereby files its Motion to Dismiss Plaintiff’s Complaint in its entirety pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure (“Motion”). Anderson Family Properties makes this Motion without waiving any and all other applicable defenses. The grounds for this Motion are as follows:

Plaintiff’s claims for breach of contract are barred by the statute of limitations and/or laches. The events underlying Plaintiff’s claims for breach of contract are transactions that took place between 2012 and 2016 and, therefore, are barred by the statute of limitations. (*See* Compl. ¶¶ 8-15).

Plaintiff has asserted claims for breach of contract related to two separate promissory notes between Plaintiff and Anderson Family Properties. Per Plaintiff’s Complaint, the first promissory note was entered between the parties on March 22, 2012 (the “March 22, 2012 Note”) and the second promissory note was entered between the parties on July 2, 2014 (the “July 2,

2014 Note”). (See Compl. ¶¶ 8, 11.) Pursuant to both the March 22, 2012 Note and the July 2, 2014 Note, as lots were sold in the development, Anderson Family Properties was to pay Plaintiff 75% of the net proceeds for payment on the respective promissory notes, but failed to do so. (See Compl. ¶¶ 10, 12.)

Anderson Family Properties sold lots included in the March 22, 2012 Note in 2012, 2013, 2014, and 2015. (See Compl. ¶ 14.) Anderson Family Properties sold lots included in the July 2, 2014 Note in 2014, 2015, and 2016. (See Compl. ¶ 15.) The statute of limitations for an action for breach of contract is three (3) years. S.C. Code § 15-3-530. Plaintiff commenced this action on August 25, 2023.

Therefore, even if Plaintiff’s allegations are true, which Anderson Family Properties denies, all of Plaintiff’s claims are barred by the applicable statute of limitations and the doctrine of laches as a matter of law. For the reasons set forth herein, Plaintiff’s claims should be dismissed with prejudice pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. This Motion will be further supported by legal memoranda and any other materials as permitted by the Court.

Respectfully submitted,

TIMMONS LAW FIRM, LLC

s/ Sarah Timmons

Sarah Timmons (SC Bar #100007)
25 Delano Drive, Suite E
Greenville, South Carolina 29601
PH: (864) 906-0289
sarah@thetimmonslawfirm.com

*Attorney for Defendant Anderson Family Properties
of Greenwood, LLC*

Greenville, South Carolina
September 28, 2023

CERTIFICATE OF SERVICE

I certify that on September 28, 2023, I electronically filed DEFENDANT ANDERSON FAMILY PROPERTIES OF GREENWOOD, LLC'S MOTION TO DISMISS to be served on all counsel of record by means of the Court's Notice of Electronic Filing.

Respectfully submitted,

TIMMONS LAW FIRM, LLC

s/ Sarah Timmons

Sarah Timmons (SC Bar #100007)
25 Delano Drive, Suite E
Greenville, South Carolina 29601
PH: (864) 906-0289
sarah@thetimmonslawfirm.com

*Attorney for Defendant Anderson Family Properties
of Greenwood, LLC*

September 28, 2023
Greenville, South Carolina

IN THE STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD)	
The Estate of Herbert Rivers Anderson, Jr.)	Civil Action No.: 2023-CP-24-00800
By its Personal Representative, Charles W.)	
Schulze,)	
Plaintiff,)	
vs.)	MOTION FOR STAY OF
)	PROCEEDINGS
Anderson Family Properties of)	
Greenwood, LLC,)	
)	
Defendants.)	

The Plaintiffs, the Estate of Herbert Rivers Anderson, Jr., by its Personal Representative Charles W. Schulze (the “Plaintiff”), hereby moves for the Court to stay these proceedings. In Support of this Motion, the Plaintiff would show:

1. This matter is a simple collection action upon a promissory note from the Defendant Anderson Family Properties of Greenwood, LLC (“AFP”) to Herbert Rivers Anderson, Jr. (“Mr. Anderson”).
2. Mr. Anderson passed away on November 2, 2018 and a probate estate (the “Estate”) was opened in McCormack County.
3. The Estate was subsequently transferred to Lexington County Probate Court (the “Probate Court”) under file number 2020-ES-32-01119.
4. One of the creditors of the Estate filed a petition to remove the personal representative. The determination of whether the personal representative should be removed is still pending.
5. The Probate Court held a status hearing on October 25, 2023 on the petition.

6. At the status hearing, a scheduling order was discussed and orally decided by the Probate Court.
7. Included in the discussion was South Carolina Code Section 62-3-611(a) (the “Probate Code”) that limits the ability of the current Personal Representative to act on behalf of the Estate.
8. Although the Order has not yet been entered, the Probate Court instructed the Personal Representative to (a) notify Defendant’s attorney of the limitation and (b) move to stay this proceedings based upon Section 62-3-611(a) of the probate code.
9. Attached as Exhibit 1 is a copy of the letter to the Defendant’s Attorney.
10. Pursuant to the instructions of the Probate Court, the Plaintiff hereby moves for a stay of the proceedings until a final determination may be had concerning the continued involvement of the Personal Representative.

WHEREFORE, the Plaintiff hereby requests that this matter be stayed pending a determination by the Probate Court of whether the current Personal Representative may continue to prosecute this action on behalf of the Estate.

Respectfully submitted,

\s Richard R. Gleissner, Esquire
Richard R. Gleissner (SC #15139)
Gleissner Law Firm, LLC
1316 Washington Street, Suite 101
Columbia, South Carolina 29201
(803) 787-0505
(803) 712-4283 (facsimile)
Rick@Gleissnerlaw.com

Attorney for the Estate of Herbert Rivers Anderson, Jr.
By its Personal Representative, Charles W. Schulze,

November 10, 2023

GLEISSNER LAW

Helping Business | Helping People

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www.GleissnerLaw.com

Richard R. Gleissner
Certified Specialist in Bankruptcy and
Debtor Creditor Law
Rick@Gleissnerlaw.com

November 10, 2023

Via Email (sarah@thetimmonsfirm.com) and first class mail

Sarah Anderson Timmons, Esquire
25 Delano Drive, Suite E
Greenville, SC 29601

Re: In the matter of: Estate of Herbert Rivers Anderson, Jr.
Case No.: 2020-ES-32-01119
The Estate of Herbert Rivers Anderson, Jr. V. Southern Land Development
Corporation - Civil Action Number 2023-CP-24-00825
The Estate of Herbert Rivers Anderson, Jr. V. Anderson Family Properties of
Greenwood, LLC - Civil Action Number 2023-CP-24-00800

Dear Sarah:

As you may be aware, a creditor in the Estate of Herbert Rivers Anderson, Jr. (The "Estate") has petitioned (the "Petition") the probate court to replace the personal representative presently acting on behalf of the Estate (the "PR"). While I do not believe the PR should be replaced and do not believe the creditor will be successful in this Petition, simply because of the Petition the PR is restricted in his abilities to act on behalf of the Estate.

Pursuant to the instructions from the Probate Court resulting from the status conference on October 25, 2023, please accept this letter as notifying you that pursuant to SC Code Section 62-3-611(a) and the statutory limitations on the PR, we are unable to participate in the two Greenwood Cases listed above until a final ruling on the Petition. Further, please be advised that also pursuant to that Order, we will be moving to stay the proceedings pending a ruling on the Petition.

Please feel free to contact our office with any questions or concerns. Thank you for your consideration and cooperation.

Sincerely,



Richard R. Gleissner

RG/atc

cc: Charles Schulze; Ken Wingate, Esquire; Billy McGee, Esquire (via email only)

ELECTRONICALLY FILED - 2023 Nov 13 10:21 AM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

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Sep 22 2025
SC Court of Appeals

ELECTRONICALLY FILED - 2025 Sep 22 3:28 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

The Honorable Frank R. Addy, Jr, Circuit Court Judge

Appellate Case No.: 2025-_____

Lower Court Case No.: 2023-CP-24-00800

The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative,
J. Kershaw Spong.....Appellant,

v.

Anderson Family Properties of Greenwood, LLC..... Respondents.

NOTICE OF APPEAL

Pursuant to Rule 203 of the South Carolina Appellate Court Rules, Appellant the Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative, J. Kershaw Spong, by and through the undersigned attorneys, appeals the Honorable Frank R. Addy, Jr.’s Order dated April 9, 2025 denying Appellant’s Motion to Dismiss, and his Order dated September 16, 2025 denying Appellant’s Motion to Reconsider. Copies of these Orders are attached as **Exhibits A and B**, respectively.

Further, a copy of this Notice of Appeal is simultaneously being filed in the Court of Common Pleas for the County of Greenwood, and Appellant has timely served this Notice of Appeal within thirty days of receipt of the Order denying Appellant’s Motion to Reconsider

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/Benjamin R. Gooding

R. William Metzger, Jr. [SC Bar #12852]

Benjamin R. Gooding [SC Bar #100620]

Sarah C. Frierson [SC Bar #104643]

Post Office Box 11449

Columbia, SC 29211

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bmetzger@robinsongray.com

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Attorneys for Appellant

Columbia, South Carolina
September 22, 2025

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Sep 22 2025
SC Court of Appeals

ELECTRONICALLY FILED - 2025 Sep 22 3:28 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

The Honorable Frank R. Addy, Jr, Circuit Court Judge

Appellate Case No.: 2025-_____

Civil Case No.: 2023-CP-24-00800

The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative,
J. Kershaw Spong.....Appellant,

v.

Anderson Family Properties of Greenwood, LLC..... Respondents.

PROOF OF SERVICE

Pursuant to Rule 262(c)(3), SCACR, I certify that I have caused the **NOTICE OF APPEAL** to be served on the following counsel of record by AIS email at the following addresses:

Sarah Timmons, Esquire [SC Bar #100007]
Timmons Law Firm, LLC
25 Delano Drive, Suite E
Greenville, SC 29601
(864) 906-0289
sarah@thetimmonslawfirm.com

(Signature Page Follows)

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/Benjamin R. Gooding

R. William Metzger, Jr. [SC Bar #12852]

Benjamin R. Gooding [SC Bar #100620]

Sarah C. Frierson [SC Bar #104643]

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bmetzger@robinsongray.com

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sfrierson@robinsongray.com

Attorneys for Appellant

Columbia, South Carolina
September 22, 2025

From: [Cynthia D. Nygord](#)
To: sarah@thetimmonsfirm.com
Cc: [Bill Metzger](#); [Benjamin Gooding](#); [Sarah Frierson](#); [Dara Carmichael](#); [Rebecca Faulkenberry](#)
Bcc: {F472936}.CLIENTS@mail.cloudmanage.com
Subject: The Estate of Herbert Rivers Anderson, Jr. v. Anderson Family Properties of Greenwood, LLC - Notice of Appeal
Date: Monday, September 22, 2025 2:29:39 PM
Attachments: [image001.png](#)
[Notice of Appeal - as Filed.pdf](#)

Dear Counsel:

Attached for service upon you, as counsel for Anderson Family Properties of Greenwood, LLC, please find the Notice of Appeal and Proof of Service for the above referenced matter, which is being filed the South Carolina Court of Appeal's this afternoon.

A copy of this email will be filed with the Proof of Service.

With kindest regards,
Cyndi Nygord



CYNDI NYGORD PARALEGAL

DIRECT 803.231.7845

VCARD

ROBINSONGRAY.COM

2151 Pickens Street

Suite 500

PO Box 11449 (29211)

Columbia, SC 29201



NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you received this message in error, please delete this message from your device.

Supporting Green print wisely.

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NO. 2023CP2400800

RECEIVED
Sep 22 2025
SC Court of Appeals

ELECTRONICALLY FILED - 2025 Sep 02 13:28 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

ESTATE OF HERBERT ANDERSON, JR.

ANDERSON FAMILY PROPERTIES,
LLC.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order attached) Statement of Judgment by the Court:

THIS MATTER CAME BEFORE THE COURT on February 10, 2025 for a virtual WebEx hearing on Defendant’s motion to dismiss pursuant to Rule 12(b)(6). Plaintiff was represented by Ben Gooding, Esq., Defendant was represented by Sarah Timmons, Esq., and the Buchanan Trust was represented by Rick Gleissner, Esq. The Court finds as follows:

This case concerns two notes dated March 22, 2012 and July 2, 2014. Plaintiff transferred real estate to Defendant and took in return these notes. No payment was ever made on these notes. The March 22, 2012 note specifically states that the obligation to repay began on March 24, 2012, and the July 2, 2014 note similarly states that the repayment obligation began on August 2, 2014. Both notes contemplate that, beginning on March 24, 2012 and August 2, 2014 respectively, upon sale of lots which were transferred to Defendant in consideration of the notes, payment of 75% of the proceeds from such a sale is required. With regard to the 2012 note, lots were sold in 2012-2015, and with regard to the 2014 note, lots were sold in 2014-2016. Again, no payment was ever made on these notes, and Herbert Anderson passed away on November 2, 2018.

Pursuant to the express terms of the notes, the triggering event (post March 24, 2012 and August 2, 2014) which required repayment under each note was the sale of any lot exchanged for that respective note. Clearly, an action on either note would be barred three (3) years after a sale takes place, and the earliest sale for each note occurred the same year as the notes were executed. Accordingly, with respect to the 2012 note, because sales of lots took place that same year, the statute of limitations ran on that note sometime in 2015. Similarly, with respect to the 2014 note, because lots were also sold in 2014, the statute of limitations ran on that note sometime in 2017.

The Court has considered Plaintiff's argument that the notes in question are demand notes. However, by their express terms, they simply are not. Both notes contain a specific date after which repayment is required upon the sale of any lot involving said note.

Simply stated, no factual dispute exists as to the triggering event which precipitated the requirement for repayment or as to the year for which the triggering event took place with respect to each note. Accordingly, Defendant's 12(b)(6) motion is granted.

It is so ORDERED.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

s/ Frank R. Addy, Jr.

Circuit Court Judge

2159

Judge Code

4/8/2025

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Ben Gooding, Esq.

Rick Gleissner, Esq.

ATTORNEY(S) FOR THE PLAINTIFF(S)

Sarah Timmons, Esq.

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Virtual hearing. Transcript from the WebEx recording may be requested from South Carolina Court Administration.

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk’s entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenwood Common Pleas

Case Caption: Herbert Rivers Anderson Jr , plaintiff, et al VS Anderson Family Properties Of Greenwood, Llc
Case Number: 2023CP2400800
Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2025-04-09 10:01:47 page 4 of 4

ELECTRONICALLY FILED - 2025 Apr 09 13:28 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2400800

RECEIVED

Sep 22 2025

SC Court of Appeals

ELECTRONICALLY FILED - 2025 Sep 22 3:08 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

ESTATE OF HERBERT ANDERSON, JR.

ANDERSON FAMILY PROPERTIES,
LLC.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order attached) Statement of Judgment by the Court:

THIS MATTER ORIGINALLY CAME BEFORE THE COURT on February 10, 2025 for a virtual WebEx hearing on Defendant’s motion to dismiss pursuant to Rule 12(b)(6). Plaintiff was represented by Ben Gooding, Esq., Defendant was represented by Sarah Timmons, Esq., and the Buchanan Trust was represented by Rick Gleissner, Esq. The Court issued a Form-4 order dated April 8, 2025 granting Defendant’s motion. Plaintiff timely moved to reconsider on April 18, 2025 and filed a memorandum in support on June 25, 2025. Defendant’s memorandum was filed June 30, 2025.

Having given due and careful consideration to the memoranda filed in support of and opposition to Plaintiff’s motion, and fully reconsidered the Court’s prior ruling, the Court declines to alter or amend the order of April 8, 2025.

It is so ORDERED.

ORDER INFORMATION

This order ends does not end the case.
SCRPC Form 4C (02/2017)



Greenwood Common Pleas

Case Caption: Herbert Rivers Anderson Jr , plaintiff, et al VS Anderson Family Properties Of Greenwood, Llc
Case Number: 2023CP2400800
Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.

Electronically signed on 2025-09-16 15:51:17 page 3 of 3

ELECTRONICALLY FILED - 2025 Sep 28 2:08 PM - GREENWOOD - COMMON PLEAS - CASE#2023CP2400800

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD
IN THE COURT OF COMMON PLEAS
C.A. NO. : 2023-CP-2400800

HERBERT R. ANDERSON,

PLAINTIFF,

VS.

ANDERSON FAMILY PROPERTIES,

DEFENDANT.

H E A R I N G
BEFORE THE HONORABLE FRANK R. ADDY

DATE: FEBRUARY 10, 2025

LOCATION: SOUTH CAROLINA CIRCUIT COURT 8

TRANSCRIBER: PAM GRAY

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

BENJAMIN GOODING, ESQUIRE
ROBINSON GRAY STEPP & LAFFITTE, LLC
PO BOX 11449
COLUMBIA, SOUTH CAROLINA 29211

REPRESENTING THE PLAINTIFF

SARAH A. TIMMONS, ESQUIRE
TIMMONS BROGDON LAW FIRM, LLC
25 DELANO DRIVE, SUITE E
GREENVILLE, SOUTH CAROLINA 29601

REPRESENTING THE DEFENDANT

ALSO PRESENT:

CHARLES SCHULTZ

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EXHIBITS

(NONE MARKED)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

P R O C E E D I N G S

1
2 THE COURT: It is 10:23 and we are -- sorry, 10:32 --
3 10:32 on October the -- I'm not doing good today -- February
4 the 10th, 2025. And we are continuing with some CP and J
5 matters. I've got two cases that are next up, 23-CP-24825
6 and 800, *Herbert Anderson versus Southern Land Development*
7 *and Anderson Family Properties*. For the benefit of everyone
8 in attendance, the WebEx recording will be the official
9 transcript. Should you need an actual written recording,
10 please do contact board administration, and they will be more
11 than happy to prepare the same for you. Basically these
12 related cases, motions to dismiss, and I have had an
13 opportunity to review the files on this, so I'm very familiar
14 with the subject matter of this litigation.

15 It involves, apparently, a promissory note which was
16 given some property swapped around Hunters Creek development,
17 I think, other land that was developed as part of the
18 Anderson family's business. And here we are. The issue
19 seems to be whether the statute of limitations, whether it's
20 a ten year statute of limitations, or perhaps the three year
21 statute of limitations. And again, I have reviewed
22 everything. So who wants to go -- let's see or it's, I
23 suppose, Ms. Timmons, I think you're the moving party on this
24 one.

25 MS. TIMMONS: Yes, Your Honor.

1 THE COURT: So I'll let you first, go ahead.

2 MS. TIMMONS: Okay, great. And if it's okay with you.
3 And in accordance with the roster, I'd like to start with our
4 motion to dismiss on behalf of Southern Land Development
5 corporation, as there are some factual disparities between
6 the two cases that I think would be important to kind of walk
7 through, depending on how Your Honor falls on these specific
8 issues. Good morning, Your Honor. My name is Sarah Timmons.
9 I'm here on behalf of Southern Land Development Corporation
10 relating to the motion to dismiss that we filed on November
11 4th of 2024.

12 This motion was filed against the amended complaint,
13 which asserts four causes of action for breach of contract,
14 quantum merit, constructive trust, the Statute of Elizabeth.
15 Your Honor, I think the relevant facts to be considered in
16 this instance would be the fact that the initial underlying
17 promissory note on this case was issued on April 5, 2012, for
18 the amount of \$2,561,436, which was signed by Gwen Anderson
19 as president for the Southern Land Development Corporation.
20 Notably in 1992 that company was owned by Herbert Anderson,
21 and he was the lender on the -- who made the -- who did the
22 loan on the in relation to the conveyance of the underlying
23 properties for that promissory note, which was executed back
24 in 2012.

25 The promissory note that is at issue with Southern Land

1 Development is a one page note which basically states that
2 the terms are that the note collects interest at two percent
3 and may be prepaid in whole or part at any time, without
4 premium or penalty. There is no expiration date on the note.
5 There are no payment deadlines on the note. But that is --
6 that is the terms of this note, and that will be
7 distinguishable from Anderson Family Properties, just -- just
8 for Your Honor's awareness. But Your Honor, basically
9 Mr. Anderson died in November of 2018. Mr. Charles Schultz,
10 who is here today, was appointed personal representative and
11 subsequently Mr. Spong was appointed successor personal
12 representative on 2024.

13 The original complaint collecting on this promissory
14 note, this 2012 promissory note, was instituted in August of
15 2023, and then subsequently amended in 2024. Either way, in
16 looking at the amended complaint, the -- the estate, the
17 personal representatives, basically claims that this is a
18 demand note. That Southern Land Development never made any
19 payments, and Plaintiff can find no demand for payments.
20 Those are paragraphs 13, 14, and 15 of the amended complaint.
21 It is our position that under The Common Law, the statute of
22 limitations for a promissory note that is payable on demand,
23 with or without interest is due immediately, and then the
24 statute of limitations would therefore run from the date the
25 note was issued in 2012.

1 Under South Carolina Code 15-35-30, the statute of
2 limitations for all of the claims asserted by the plaintiff
3 would be three years. And so and that Common Law ruling that
4 we use for the promissory note that's payable on demand
5 running as soon as the note is issued is Coleman versus
6 Page's Estate, 25-SC-2d-559. Under that common law position,
7 the statute of limitations would have expired on this note
8 back on March -- no April 5th of 2015 and therefore the
9 statute limitations would have expired while Mr. Anderson was
10 still alive, as he did not pass away until 2018.

11 Notwithstanding that I have reviewed the memorandum in
12 opposition to the motion to dismiss, and even if Your Honor
13 is inclined to hold that this would constitute a -- a
14 promissory note under Section 36-3-118(b)(1). The statute of
15 limitations would -- would still have expired, and it's based
16 on the face of the complaint, the strict allegations the four
17 corners of the amended complaint, which says that SLD never
18 made any payments, and there is no record of any demand ever
19 being made on the note. And if that's the case under that
20 statute, Your Honor, then if the enforce -- any action to
21 enforce the note would be barred for a continuous period of
22 ten years.

23 Taking that into account, you look at when the
24 promissory note was issued, which was 2012, the statute of
25 limitations would have ran in 2022, which is prior to when

1 this action was commenced. It is our position, Your Honor,
2 that this is a three year statute of limitations that that's
3 appropriate. We do not agree that these promissory notes in
4 this case or the other case are -- would fall under the
5 statute 36-3-118(b)(1), because they are not bearer. They
6 are not payable upon possession of the notes. They're not
7 payable to bear or to order, and so on that instance, and for
8 various other reasons, we don't believe that what these
9 contracts are would fall under the definition of a -- of a
10 payable to bearer or payable to order a sort of promissory
11 note.

12 I would also note that both of both of the promissory
13 notes do not say that they are -- or this specific one, and
14 then we'll talk about the next case. It doesn't say it's
15 payable upon demand. Does not say that it's payable to
16 bearer. So for several instances, Your Honor, we are taking
17 the position that that statute would not apply, and then it
18 would be the three year statute of limitations. But in this
19 instance, even if we're wrong, and Your Honor decides that
20 the statute would apply, the Plaintiff is still barred from
21 collecting on the note under this action because no demand
22 and no payment was made for ten years after the instance of
23 the note.

24 Your Honor, I would note that I did read the Plaintiff's
25 memo in opposition, and they tried to make an argument that

1 equitable tolling would apply, and that's how they can get
2 around the three year and the ten year statute of limitations
3 in this instance. And Your Honor, I do not believe that
4 there is any case law whatsoever that would support such a
5 claim in this instance. As Your Honor is aware, equitable
6 tolling of the statute of limitations is very sparingly
7 applied in specific instances and is really reserved under --
8 and under this is the *Hooper versus Ebenezer Senior Services*
9 Case 2009, that equitable tolling is reserved for those rare
10 instances were due to circumstances, external to the party's
11 own conduct, it would be unconscionable to enforce the
12 limitation period against the party and gross injustice would
13 result.

14 Generally, parties are entitled to equitable tolling
15 only if they show they have pursued their rights diligently,
16 and extraordinary circumstances have prevented them from
17 filing on time. None of the circumstances in the case law
18 that I have researched, Your Honor, would ever warrant
19 equitable toll under this instance. Here you have the
20 decedent who was married to the -- his wife, who was the
21 owner of Southern Land Development. The note was issued in
22 2012. And nothing has happened from 2012 until, most
23 assuredly, 2018 when Mr. Anderson passed away and -- and
24 thereafter.

25 Mr. Schultz, while there are allegations in the

1 complaint in the memo that tend to try to make him look like
2 he abdicated his responsibilities or conducted some kind of
3 misconduct are just completely unwarranted. Even the amended
4 complaint acknowledges that Mr. Schultz was conducting
5 business with the Anderson family as early as 2012. So we're
6 talking an extended period of time that these individuals
7 conducted various real estate development and business
8 transactions with each other, they have -- they're a very
9 well known family in terms of the real estate and
10 construction that they've done. This is not a one time thing
11 that someone forgot about and threw away into a file, jury or
12 honor.

13 There is no argument that they diligently pursued any
14 rights, that there was any kind of misrepresentation.
15 Mr. Schultz was -- was around when these notes were issued,
16 as was Mr. Anderson, and Mrs. Gwen Anderson, the owner of
17 Southern Land Development. And that would have been from
18 2012, all the way up until the complaint was on 2013, with
19 the exception of Mr. Anderson, who passed away 2018.

20 In reviewing the various exceptions to where South
21 Carolina Courts have found that equitable tolling is
22 appropriate, it's specific to when there's a representation
23 in a worker's comp claim that they can work it out prior to
24 filing suit, or where the defendant actively misled or
25 prevented the plaintiff in some extraordinary way from

1 discovering facts essential to the filing of a timely
2 lawsuit, or where the plaintiff has timely raised the claim
3 in the wrong forum, or in an instance where the defendant,
4 whether intentionally or not, failed to register the correct
5 registered agent with the Secretary of State, or otherwise
6 made it very difficult for the plaintiff to effectuate
7 service and time.

8 There is no instance. Whereas here, due to external
9 litigation, as the Plaintiff refers to, with the Buchanan
10 Trust, the current personal representative who has had
11 extensive dealings with this family for well over probably
12 two decades or more, agrees to step to the side and allow a
13 new personal representative to come in and -- and they
14 therefore allege, oh, my goodness, the -- the estate -- the
15 decedent passed away. We -- we hereby get to assert whatever
16 claims we feel like we should have asserted previously, when
17 these claims have been pending since 2012.

18 I did find a case, which is the *Hughes (indiscernible)*
19 *Estate of Hughes versus Bank of America National Association*.
20 And in this instance, the -- the petitioner tried to claim
21 that equitable tolling applied because his mother, who had
22 passed away, was a deceived, defrauded and frail, elderly
23 woman who had failed to assert her rights in time, and
24 therefore they -- they were not extinguished against the Bank
25 of America. And in that instance, the Fourth Circuit

1 (indiscernible) the District Court's ruling that equitable
2 tolling would not have applied in that instance. There's a -
3 - there's a number of various citations, but you can kind of
4 see the entire outline of various cases, and I'm happy to
5 send it to Your Honor, but it would be under 898-SE-2(d)-102.
6 It's a 2024, case.

7 And so for that is -- for that -- for those reasons,
8 Your Honor, we do believe that this case is right to be
9 dismissed under our position with the three year statute of
10 limitations, but even the ten year statute of limitations.
11 If Your Honor was inclined to find that this specific note,
12 which does not have any payment terms, would fall under that
13 statute. Thank you very much for your time, Your Honor.

14 THE COURT: Thank you. Let's hear from Mr. Gooding.
15 Did you want to respond?

16 MR. GOODING: Yes. And I'm sorry, Your Honor. A lot of
17 this is going to be duplicative. I would have taken on both
18 motions at the same time, just because a lot of these
19 arguments are the same. But I'm happy to go by and
20 differentiate where they differentiate, but I'm happy to do
21 them one at a time. So ---

22 MS. TIMMONS: Not to interrupt, but if Your Honor is
23 inclined to do that, I'm happy to distinguish what would be
24 different about the Anderson Family Properties. I just
25 thought that it might be cleaner. And I won't rehash some of

1 the legal arguments, but I do think that there are factual
2 distinctions that are important to consider.

3 THE COURT: With regard to the Anderson Family
4 Properties, I know that that note was issued two years later,
5 roughly. So, there's ---

6 MR. GOODING: There's actual distinctions, Your Honor.
7 There was -- there's actually two notes in the Anderson
8 Family Properties case. There's a 2012 note and 2014 notes.
9 That is one of the distinctions, Your Honor. And there is
10 some slightly different terms, as far as the actual terms of
11 the note itself, which I'm sure Ms. Timmons is going to point
12 out to The Court as well.

13 MS. TIMMONS: That's why I think it might be clean. I
14 mean, I'll defer to Your Honor. It may be cleaner to keep it
15 separate, but I'm happy if Your Honor would like to take up
16 the issues together to outline those distinctions and then
17 let Mr. Gooding refer to both motions at the same time. I'll
18 leave it -- whatever Your Honor would prefer.

19 THE COURT: That's fine. Go ahead and -- go ahead and
20 address the second suit 800.

21 MS. TIMMONS: Okay. May it please The Court, Your
22 Honor. With regards to the family properties case, the
23 factual distinctions would be that in this instance, there
24 are two promissory notes that Mr. Anderson conveyed to
25 Anderson Family Properties, one of which was on March 22,

1 2012, and one was on July 2, 2014. These promissory notes
2 are very -- are -- there's an important distinction with
3 these promissory notes that I would like to point out to Your
4 Honor. As I indicated on the promissory note with Southern
5 Land Development, which states the promissory note may be
6 prepaid in whole or part at any time, accumulates two percent
7 interest.

8 The two promissory notes for Anderson Family Properties
9 state that 75 percent of all net sales proceeds from the real
10 estate shall be applied to the note both interest and
11 principal. And so it is our position that this is not a
12 demand note. There are very clear payment terms which state
13 that 75 percent of the proceeds when the sale of the property
14 occurred would have distinguish -- distinguished the two
15 notes, in essence. And so in -- in considering this case,
16 Your Honor, with those factual distinctions, in this
17 instance, Mr. Anderson conveyed properties in 2012, 2013, and
18 2014 to Anderson Family Properties.

19 Obviously both of those notes applied, and I think it is
20 important to note, Your Honor, while I'm not entirely sure
21 whether it can be considered in the original complaint.
22 Prior to Mr. Spong and Mr. Gooding coming in at this time,
23 the original complaint, paragraph 14 and 15, state that under
24 the 2012 note Anderson Family Properties sold lots in 2012,
25 '13, '14, and '15. And in the 2014, note AFP sold lots in

1 2014, '15, '16. The amended complaint, I don't know. I'm
2 not going to put intent, but it basically generalizes it, and
3 just says lots were sold and AFP failed to make payments in
4 the amended complaint. I do think it is worth pointing that
5 out, Your Honor, because it was filed -- it is the original
6 complaint. But that is a significant distinction that I think
7 is worth taking into consideration under this -- under this
8 case.

9 And so under the AFP notes, it is our position, Your
10 Honor, that if -- that the statute of limitations would be
11 three years. And if Your Honor finds somehow that this is a
12 demand note, that would be three years from the date the
13 notes were issued, which for the 2012 note would be 2015, the
14 2014 note would be 2017, or it would be upon the sale of the
15 real estate, which would be three years from that. If Your
16 Honor finds that this is not a demand note, and that would
17 be, you know, while I understand the amended complaint is
18 generalized, I think it is appropriate for Your Honor to take
19 judicial notice of the original complaint, which does say
20 2012 to 2016 lots.

21 And in that instance, this three year statute of
22 limitations would have run well before Mr. Anderson's death,
23 and therefore Plaintiff's claims would be barred. And Your
24 Honor, I think that pretty much covers, I don't think there's
25 really any reason to rehash any of the other legal arguments

1 I've presented for Your Honor. So if you have any questions,
2 please let me know. And otherwise, I'll -- I'll defer to
3 Mr. Gooding. Thank you very much.

4 THE COURT: Thank -- thank you. Yeah, Mr. Gooding, let
5 me hear from you. And I'm assuming the background of all
6 these deals was simply they were trying to figure out some
7 way to shift money from the right pocket to the left pocket.
8 Put whatever was in the left pocket in the right pocket, and
9 do it without creating regrettable events with the nice
10 people at the Internal Revenue Service. So whatever
11 background you want to give me, let me know. Let me hear
12 your -- let me hear your position on these loans.

13 MR. GOODING: No problem. Mr. Schultz, can you mute
14 your -- you have a lot of feedback coming through, at least
15 on my end, and it's flashing up, blue around your square. So
16 I think it's from you. So, perfect. Thank you so much.
17 Yes, Your Honor.

18 THE COURT: It may well have been me, because I'm trying
19 to -- sometimes that happens with me, too. When I'm not
20 using that, the headset that I left at home to charge. So
21 that's why I'm muting myself.

22 MR. GOODING: You're good, Your Honor. And I just --
23 yeah, I can hear it on my end, so that I've got in now. So I
24 was trying to see if that fixes it, but I can't hear it now.
25 So thank you so much. Yes, Your Honor. This is Ben Gooding

1 here on behalf of the estate of Herbert Anderson, through the
2 PR -- successor PR, who's here at our firm. Some background
3 here, Your Honor, which I think is important. So again, this
4 estate has been open for quite some time. It was initially
5 opened shortly after Mr. Anderson's death in 2018, and then
6 approximately five years later, Mr. Schultz, who's on the
7 call today, who was the initial appointed PR stepped down and
8 Mr. Spong replaced him.

9 Some context around why he stepped down. There's a
10 major creditor for the estate, which is as Ms. Timmons
11 referred to as the Buchanan Trust. They have a significant
12 judgment against The State that they're trying to collect
13 upon. They had actually moved to have Mr. Anderson, excuse
14 me, Mr. Schultz removed his PR, which is the impetus for how
15 Mr. Spong was initially appointed special administrator and
16 then subsequently stepped in as successor PR here. And so
17 these suits, which were brought in 2003 -- 2023 excuse me, by
18 -- initially by Mr. Schultz as the PR, and then were amended
19 by us on behalf of Mr. Spong as successor PR, or an attempt
20 to recollect on these notes for -- that were given by
21 Mr. Anderson to these two companies during his lifetime in
22 2012 and 2014.

23 He, in exchange for these notes, exchanged a significant
24 amount of real estate, approximately \$5 million worth,
25 between the two different companies. And then in exchange

1 for these notes, which were never collected upon. We do --
2 we are trying to collect that money to bring it back into the
3 estate, to either satisfy -- either to go to the creditors in
4 the case, or the beneficiaries. And so at this point, I
5 guess the important facts here are, we do think these are
6 demand notes. And Your Honor, you obviously have read our
7 memorandum in opposition to this. I'll address the -- I'll
8 go in the same order Ms. Timmons did, and address the
9 Southern Land Development case first.

10 In that case, I think it's clear from the terms of the
11 note, there are no -- there -- there is no payment schedule.
12 There is no maturity date. So I don't know how else to
13 interpret this, other than it's been as a demand note. I do
14 think that, you know, I know Ms. Timmons is trying to argue
15 that under Common Law, and under the -- I think she said the
16 Coleman Case, which if I understand correctly, is a case from
17 the 1940s. That a demand note begins to run from the time of
18 issuance, and there's only three years to collect. I think
19 that in 2008, when our General Assembly amended the
20 commercial code to include section 36-3-118, that that
21 changed the statute of limitations for those cases.

22 And I think that our Court of Appeals, although they
23 haven't done so in a published opinion yet, has at least on
24 three different occasions, alluded to the fact that this is
25 the controlling statute of limitations for demand notes, and

1 that includes the cases. And I think we actually provided a
2 copy in the Anderson Family Properties case. We provided a
3 copy of the unpublished opinion in the Holiday Case in which
4 they looked at a demand note that was issued from a mother
5 and father to one of their sons. They loaned him \$2 million
6 for one of his businesses. Later, after father had passed,
7 the mother tried to enforce note against son, and while the
8 court found that it actually was barred by the statute in
9 that case.

10 They did -- and in doing so applied the statute of
11 limitations found in Section 36-3-118. So we do think the
12 ten year statute of limitations for a demand note is the
13 applicable statute -- is the applicable statute of
14 limitations under both of these cases. But especially in
15 Southern Land Development case, there's not any question
16 here. There are no payment terms. And also there needs to
17 be a ten year payment -- or ten year continuous period of
18 non-payment of interest or principle for their -- for the
19 statute to have run. As you can see in our memorandum, we
20 argue that we do think that the equitable tolling should
21 apply.

22 In addition to that, there's also been kind of the
23 development fact that we also try to bring to The Court's
24 attention in the footnote at the bottom of page four of our
25 memorandum. We recently in the case were able to -- and I

1 will tell you that this is a large estate with a lot of
2 moving parts. We are -- Mr. Spong as the PR. We've been
3 gathering up documentation and collecting things for -- since
4 he -- since his appointment. And we're continuing to gather
5 new information and get new information on a daily basis.
6 Just last week, we're finally granted copies of general
7 ledger for Southern Land Development. And in that, as you
8 can see in that footnote, we were able to see actually
9 evidence of payments in 2020, towards the -- the note. And I
10 can actually share my screen, Your Honor, and show you a copy
11 of that, if that works.

12 MS. TIMMONS: Your Honor, respectfully, I think that
13 would be completely inappropriate in this instance. This is
14 a motion to dismiss the original complaint. It's not a basis
15 of the complaint, so even the Plaintiff would take the
16 position that this would be improper to consider during a
17 motion.

18 MR. GOODING: Well, and Your Honor, I understand her
19 position on that, and this is obviously no information to us.
20 Had we had this before we were actually drafting the
21 complaint, we would have included this as part of the
22 complaint. So in the extent that you are inclined to agree
23 with Ms. Timmons and her positions about which statute would
24 control, obviously this information would -- would render
25 either statute. It would, you know, -- and under the ten

1 year continuous non-payment provision, under the ten year
2 statute that we cite, too.

3 This would restart it. Or also under The Common Law
4 that we cite to an understanding property case, and we also
5 cite you in that footnote, you know, if you make a payment
6 outside of the statute period, it can serve to restart the
7 statute under the case law we've cited there. And so
8 obviously this is very relevant to the extent that The Court
9 is inclined to grant their motion to dismiss. You know, we
10 would seek -- we would ask The Court to give us leave to
11 amend the complaint to include this allegation as it affects
12 the statute of limitations, which is the defense being
13 presented here.

14 So Your Honor, I put up on my screen here at the -- I
15 hope you can see this on the screen. This is a copy of the
16 general ledger for Southern Land Development Corporation.
17 And there's a sub-ledger here that I'm highlighting, that is
18 for HRA Junior Estate, which is the, obviously, Herbert
19 Rivers Anderson Junior Estate. And then you can see here,
20 there's two entries here for loan repay -- repay loan in
21 2021, one December 16th and one December 30th. That reduced
22 the amount of debt owed to the estate from Southern Land
23 Development Corporation. So these appear to be two payments
24 that were issued as checks in December of 2020.

25 THE COURT: Got it. Yeah, I understand.

1 MR. GOODING: So, and if I can here, sorry. So we
2 think, Your Honor, that you know again, -- we do think that
3 the equitable tolling should apply in this case. Obviously,
4 if the ten year statute is the controlling statute, when
5 Mr. Anderson died in 2018, this case could have easily been
6 brought within the statute. It's unclear, and we have not
7 had any discovery in the case to understand why this -- this
8 case was not brought upon Mr. Anderson's passing. Instead,
9 why the former PR waited almost five years to bring the case
10 in September of 2023.

11 And so at this point, we think that, you know, again, at
12 this stage, it's a motion to dismiss. The Court supposed to
13 be analyzing whether there's any possible angle of recovery
14 for the Plaintiffs in the case. We think that these
15 questions about why there was delay in bringing the suit can
16 certainly present grounds for equitable tolling. And we
17 think that we should be allowed discovery to determine
18 exactly why that was caused and why this case wasn't brought
19 earlier in the -- in the administration of the estate than it
20 was. I -- we also do think that there's a different statute
21 of limitations that controls here.

22 And honestly, even with the statute that Ms. Timmons is
23 arguing, if it is a three year statute, given the payments
24 that was to show to The Court under the Southern Land
25 Development case, we think we should be allowed to proceed

1 because those payments either would reset the statute of the
2 ten year statute, as I said before, or serve as a new statute
3 under the -- and I'll tell you the case, Your Honor, which is
4 in our memorandum. Yes, Your Honor. It's *Wolf v. Brannon*.
5 It's 211-SC-282. And it is cited too within our memorandum.
6 And it's a pay approved the made by the maker of a promissory
7 note after has become barred by the statute limitations, is
8 equivalent to a promise in writing by the maker to pay the
9 debt upon which an action may be brought any time within the
10 applicable statute limitations after such payment.

11 And that -- and so we do think that there are grounds to
12 proceed under the Southern Land Development, either under an
13 equitable tolling theory or because of these payments. And
14 so we would ask The Court to deny the motion dismissed in
15 that case. And then ---

16 MS. TIMMONS: Respectfully, Your Honor, I'd like the
17 opportunity to respond.

18 THE COURT: Sure, go right ahead.

19 MS. TIMMONS: Thank you. With respect to those
20 transactions that Mr. Gooding pulled up. Those were error
21 corrections. And you can see that the loan amount does not
22 actually change, so that it's not constitute evidence of
23 payment on those loans whatsoever. I'm happy to have him
24 pull it up again if you'd like to take an analysis of that.
25 But either way, I don't think that I could get you to

1 consider that, nor could he get you to consider that as the
2 basis for the motion to dismiss. Certainly, if he wanted
3 leave to amend the complaint one more time, he could
4 certainly do that.

5 But he that was not a payment. That does not constitute
6 evidence of payment. He certainly pulled a check register.
7 But if you can see what he just pulled up the loan amount
8 actually didn't change. It was general ledger errors. So
9 that doesn't constitute any basis whatsoever in terms, and
10 should not be considered as basis for our statute limitations
11 motion. Secondly, and more importantly I think, is the
12 fact that this these -- this family was not exchanging land
13 into various businesses to try to avoid tax implications or
14 anything like that. I did hear Your Honor mentioned
15 something to that effect.

16 And I would say that this family has been in real estate
17 development for forever, and it is -- it is a normal thing in
18 real estate and in construction to change assets into various
19 corporate entities depending on the purpose, the development
20 plan, what they're going to do with the property. And sure,
21 there may be some tax benefits to that. But in this
22 instance, it is completely legal to transfer property into an
23 entity that is owned by a relative to have a promissory note.
24 And if they choose not to enforce the promissory note for a
25 period of, under our position, under the common law three

1 years, they lose the claim to go after the money.

2 And similarly, if the Statute 15-35-31 applies, even
3 under that the, or sorry, the Statute 36-3-118 applies for
4 the ten year statute of limitations that has already lapsed.
5 That is over. There is no equitable tolling that he has been
6 able to justify, other than mere speculation, that a
7 gentleman who's been with the family conducting business for
8 over decades somehow engaged in some kind of malfeasance.
9 Nor have they named him as a defendant in any of this
10 litigation. He has not been sued in anything. There are no
11 pending allegations for fraud, for negligence, or anything to
12 that effect.

13 For -- so for them to try to, like ninth inning, get
14 around a clean, plain as day law as terms of the statute
15 limitations is just improper and should not be considered,
16 Your Honor. The statute limitations is what it is. The law
17 is very clear on when equitable tolling is appropriate, and
18 they have not established a basis for that. Same thing with
19 Anderson Family Properties. There are specific terms in
20 those notes for when payment should be made, which is upon
21 the sale of the property. They acknowledge that that was
22 done. It probably is public record with the Register of
23 Deeds.

24 And should that happen, that would have -- their ability
25 to claim for a breach of contract would be three years after

1 the default. Both of these complaints are barred by the
2 statute of limitations, and we would request, Your Honor,
3 dismiss both of these complaints with prejudice. Thank you
4 very much.

5 MR. GOODING: Your Honor, if I can obviously finish my
6 argument. Glad Ms. Timmons was able to jump in there, but I
7 do want to address the Anderson Family Property case and make
8 a couple additional points to address some of what she just
9 raised.

10 MS. TIMMONS: My apologies. I thought you were done. I
11 didn't mean to jump in.

12 MR. GOODING: It's all good. It's okay.

13 THE COURT: Before we go there, and I apologize for
14 wanting to get into the weeds on this a little bit.
15 Obviously, the Buchanan Trust is what the judgment or the
16 claim that they have against Herbert Anderson's estate is
17 what precipitated all of this. Give me some -- am I wrong?
18 Give me some more background. I'm really trying to figure
19 out, and just from looking at what you put on the screen a
20 few minutes ago, I doubt that you're going to be able to
21 explain to me the lovely web of transfers and properties and
22 developments, and you know who's on first and what's on
23 second and all of that. But can you give me kind of a bird's
24 eye view of what this is all about?

25 MR. GOODING: Sure. And Your Honor, and to be fair, I

1 mean some of what Ms. Timmons has just said -- it's certainly
2 appropriate for families to transfer real estate and into
3 fail -- into companies owned by others and issue promissory
4 notes. The issue would be that, I mean, one of our final
5 causes of action is a cause of action under the Statute of
6 Elizabeth for fraudulent conveyance. And so, I mean, it's
7 fine to do that if you don't have a creditor that you owe
8 money to that you're unable to pay. And so if you're going
9 to transfer \$5 million in real estate to companies owned by
10 your wife.

11 And then give promissory notes that you don't have any
12 intent of collecting against when you have an outstanding
13 creditor who you owe money to, then is problematic. And so
14 under the Probate Code, under 62-3-710, the personal
15 representative is the only person with power to bring
16 fraudulent conveyance against the estate. So we've been --
17 we included that as a cause of action here as an alternative
18 cause of action to try and collect on these notes.

19 THE COURT: How's the Buchanan trust interwoven with all
20 of this stuff?

21 MR. GOODING: So the Buchanan trust, and I think if you
22 -- the Buchanan Trust -- and again, you got to pardon me,
23 Your Honor. I am my co -- my co-counsel on the case, I wish
24 they were here to correct what I'm going to misstate here.
25 So, but the Buchanan Trust is a -- was a business partner

1 with whom Mr. Anderson went into business. And then in about
2 2012, there were foreclosure proceedings in that case.

3 Mr. Anderson had loaned money in that case, or had borrowed
4 money in that case, in Buchanan trust for development that he
5 was a guarantor to that loan, and therefore was personally
6 responsible for any shortfall in collecting against the loan.

7 And so again, that is kind of my understanding of the
8 impetus of some of these transactions, is they relate to the
9 ongoing proceedings with the Buchanan Trust at that time.

10 And then again, subsequently, they've obviously, they're a
11 major creditor of the estate, who is seeking, you know, to
12 recover under the judgment they have against the Anderson --
13 Mr. Anderson and his estate.

14 THE COURT: Okay.

15 MR. GOODING: I don't have anything else, Your Honor.

16 THE COURT: That's -- it makes sense. And all right,
17 so, -- and we have Charles Schultz here, who is obviously the
18 accountant for everybody, and was involved in a lot of this
19 stuff.

20 MR. GOODING: He's the former PR as well, Your Honor.
21 He obviously was very integrally involved. He was the
22 managing member of Anderson Family Properties up until his
23 resignation in 2023. In addition, he was the successor PR.
24 He also, for a long period of time, held Ms. Gwen Anderson's
25 power of attorney. And so he is very again, in the middle of

1 all this in one way or another. So he certainly, I mean,
2 obviously, if the case were to proceed, there would be some
3 discovery directed at Mr. Schultz and trying to sort out
4 exactly why we didn't bring this case earlier in the estate,
5 and trying to sort out, you know, if there's any grounds for
6 The Court to consider for equitable tolling.

7 And I understand that Ms. Timmons is making the argument
8 there's not any case directly on point. Obviously, equitable
9 tolling is an equitable tolling is an equitable doctrine
10 under which The Court could determine whether or not it
11 thinks it's, you know, fair for their -- for this case to be
12 -- whether it should be told for the statute under the facts
13 and circumstances here were a successor PR under, I mean,
14 excuse me, the prior PR under the circumstances failed to
15 bring timely bring a case that we think could have been
16 brought within the statute.

17 THE COURT: And as far as Southern Land Development and
18 Anderson Family Properties, who are the interested parties in
19 that? And are those entities -- I assume they're still
20 operating in some shape or form and still developing land and
21 everything.

22 MR. GOODING: Well, I think they still -- I think they
23 again, Ms. Timmons can speak to that, obviously, she
24 represents them. I think Ms. -- Ms. Anderson is the primary
25 owner of both of those entities. I think that she has all

1 the voting shares, as we alleged, for Southern Land
2 Development. And then I think she's a 90 percent owner, I
3 think, of the Anderson Family Properties entity. Again, I
4 know -- we know, certainly I think there's still assets in
5 both of these entities.

6 I know there was a consent order in this case, Your
7 Honor, related to some assets held in a Schwab investment
8 account to freeze those assets from Southern Land
9 Development. And so obviously those assets are in Southern
10 Land Development. And I do believe there continues to be
11 assets, both real property and otherwise, Anderson family
12 Properties. And Ms. Timmons, you correct me if I'm wrong
13 about that.

14 MS. TIMMONS: Your Honor, I would like to add a little
15 bit of additional background to what Mr. Gooding has tried --
16 has represented to The Court.

17 THE COURT: Yes, please go ahead.

18 MS. TIMMONS: Thank you. And I would also note that
19 Mr. Rick Gleisner is here. He is an attorney who has been
20 involved. He just waved. He's an attorney who has been
21 extensively involved in the underlying Buchanan litigation,
22 and so he could certainly add additional context to this.
23 But Your Honor, I would disagree with Mr. Gooding's
24 representations that these notes and transactions that we are
25 discussing here today had anything to do with the Buchanan

1 litigation. The Buchanan's and Mr. Anderson were in business
2 together.

3 And they were members of the company, and at some point
4 in time, there was a loan that went into default, and it is
5 our position that Mr. Buchanan failed to notify Mr. Anderson
6 about the default. Mr. Anderson was a personal guarantor on
7 the note. And I would note at that time, the underlying
8 property that was the basis of that foreclosure was valued at
9 over \$13 million, well in excess of the amount of the debt
10 that was at issue in that litigation. So none of this
11 transactions, or underlying notes and business outside of the
12 Buchanan transactions had anything to do with that.

13 At that time, the property that was underlying that
14 foreclosure was worth 13 million, well in excess of the debt.
15 Mr. Buchanan failed to notify Mr. Anderson about the default,
16 and then bought the property on the courthouse steps. And
17 then sought to collect from the personal guarantor,
18 Mr. Anderson and two other guarantors -- might be three, two
19 or three other personal guarantors for the debt that was not
20 paid. Notably, the other two guarantors appealed the fact
21 that they were not notified of the foreclosure default, but
22 were being -- seeking to be collected against on the personal
23 guarantee when they didn't have the opportunity to defend the
24 underlying default.

25 And that was pending, I believe, before the Court of

1 Appeals, and was scheduled to be heard, and we had -- we
2 expected a very favorable ruling. Unfortunately, for reasons
3 unknown to us, Your Honor, we were not involved. Mr. Anderson
4 was very sick and missed the appellate deadline. And so the
5 Buchanan's basically to avoid getting a negative, -- a
6 potential negative ruling with the Court of Appeals, settled
7 with the other two guarantors for no money for the dismissal
8 of the Court of Appeals claim. And then are now seeking to
9 collect solely against the Anderson Estate. And that's why
10 we're here today, Your Honor.

11 It's -- he had no idea of the underlying default. It was
12 well collateralized. They didn't want a bad Court of Appeals
13 hearing he was sick and in very poor health, and now they're
14 seeking to collect solely against his estate for that
15 underlying debt. And at that time, it was well
16 collateralized. So nothing of what we're talking about here
17 has any basis whatsoever to try to hide the ball or do
18 anything other than engage in regular family business, all of
19 which solely falls under the statute of limitations and is
20 barred for no reason. Nothing that Mr. Schultz did or
21 anyone. It's just the -- the initial parties who were subject
22 to who had standing to assert a claim did not within the
23 relevant time frame.

24 MR. GOODING: And Your Honor, obviously, you know, the
25 Buchanan trust did file a claim in this -- in Mr. Anderson,

1 excuse me. Buchanan Trust did file a claim, Mr. Anderson
2 Estate. That claim went unobjected to so we have an
3 objective claim for the amount of money they're claiming. In
4 this case, they are, at this point, a creditor of the estate.
5 And so while I understand that, again, that factual
6 background, that's all certainly something we could delve
7 into further once we get to discovery in this case to exactly
8 understand, you know, the background as to how we got where
9 we are today.

10 But I think at this point, Your Honor, we have stated a
11 potential path for relief under the complaints that have been
12 filed already. And again, discovery, these same arguments to
13 be raised by Ms. Timmons once we have -- once we actually
14 have done discovery, and I can see everything that's happened
15 in the case and make an educated decision about what happened
16 here. But at this point, you know, these were filed and then
17 amended early in the process. We're continuing to gather
18 information every day. We'd ask The Court to deny these
19 motions to dismiss and allow us, you know, to proceed to
20 discovery in the case so we can determine exactly what took
21 place here, both related to the notes and you know,
22 subsequently in the administration the estate, Your Honor.

23 THE COURT: Okay. Here's kind of where I am.
24 Ms. Timmons, you do raise -- you do raise some valid issues.
25 The problem that I have, and the problem I have with granting

1 your motion at this point in time is a practical one. And it
2 relates less to the law than it does my experience. The
3 Court of Appeals, for whatever reason, they either have it in
4 for me, or they have this tendency whenever I grant summary
5 judgment -- and there was One involving a real estate deal in
6 Charleston, where the buyer, who was a developer, time was of
7 the essence under the contract. They absolutely had to have
8 this piece of property. And they kept -- they were under
9 contract.

10 And they kept waiting and waiting and waiting. And
11 three years goes by, and finally this octogenarian gets tired
12 of waiting and decides to market it. And I had the audacity
13 to rule that time if of the essence in a contract written by
14 the person who's dragging their feet on the sale, and they
15 wait three years that that is, as a matter of law, inherently
16 unreasonable. And that no that just seemed right to me, call
17 me crazy. And so, of course, what happens? It goes up to
18 the Court of Appeals, and then in a lovely unpublished
19 opinion, they basically signed -- they basically say that the
20 question of whether or not the buyer of the land was acting
21 with sufficient speed to cure the contingencies or to resolve
22 the contingencies, is a matter of fact and not a matter of
23 law, despite the fact that it says time is of the essence.

24 And it contemplated the actual content -- contract
25 contemplated closing inside of 60 days. So three years

1 later, you know. So what I'm saying is I rule for you, and
2 there's a better than even chance that once this goes up,
3 that two years later, we're right back here again. And as
4 much as I do not want to subject anyone to the fund that is
5 discovery, the reality is that perhaps if I grant your
6 motion, of course, I'm going to be taking this under
7 advisement. But if I -- if I were to grant your motion, it
8 might just be boomeranging right back. And this litigation
9 has obviously been going on long enough. So that is what I'm
10 going to be thinking about while I have the thing under
11 advisement.

12 MS. TIMMONS: Thank you, Your Honor for that context and
13 explanation. I certainly understand that 12(b)(6) is a -- is
14 a very difficult motion to rule upon. And so either way, we
15 appreciate your time and thank you for your ruling. And we
16 understand either way.

17 THE COURT: I'm sure if I were to rule against you
18 today, this would be coming back at some point in time, like
19 a bad beating burrito. So, very good.

20 MR. GOODING: Your Honor. And then as far as the rest
21 of our, I mean, thank you, Your Honor for your time today.
22 And again, if you want to -- we have submitted those briefs
23 that lay out our position. We didn't really get into the
24 Anderson Family Property, but you can see what we've argued
25 in that, as far as that, the issues that we think, you know,

1 are open for interpretation that need to be taken in the
2 inference most favorable to the Plaintiff in the light,
3 excuse me, the inferences that need to be taken in the
4 lightness, therefore the Plaintiff, which we think created
5 issues -- issues in that case that would, you know, warrant
6 additional discovery in the case. So we would rest on our
7 briefs on that point. I don't need to go into all that
8 today, so.

9 THE COURT: No, I get it. I get it, and I appreciate
10 the overview that does give me some context, or at least
11 helps me understand what all this is truly about. So thank
12 you all very much. Have a good day.

13 MS. TIMMONS: Thank you Your Honor.

14 MR. GOODING: Thank you Your Honor.

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(THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED.)

CERTIFICATE OF TRANSCRIBER

I, Pam Gray, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Greenwood County, South Carolina, on the 10th day of February, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

October 31, 2025

Pam Gray

Pam Gray
Certified Transcriber

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.

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March 17, 2026

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

The Honorable Frank R. Addy, Jr, Circuit Court Judge

Appellate Case No. 2025-001945

Lower Court Case No. 2023-CP-24-00800

The Estate of Herbert Rivers Anderson, Jr., by its Successor Personal Representative,
J. Kershaw Spong.....Appellant,

v.

Anderson Family Properties of Greenwood, LLC.....Respondent.

PROOF OF SERVICE

I certify that I have caused the **Record on Appeal** to be served on Respondent’s counsel
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March 17, 2026