

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM SPARTANBURG
COUNTY
Court of Common Pleas

Jocelyn Newman, Circuit Court Judge

Patrick C. Fant, III, Circuit Court Judge

Case No. 2024CP4201687

Appellate Case No. 2025-001957

Donald Roth,

Respondent,

v.

The River Bend Sportsman's Resort, Inc.;
Riverbend Properties, Inc.; Ralph H.
Brendle; Paul J. Barnwell; Robert T. Estes;
and Paul Lehner,

Appellants.

RECORD ON APPEAL

VOLUME 3 OF 5

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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.

s/Kenneth C. Anthony, Jr.
Kenneth C. Anthony, Jr., SC Bar No. 00404
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Attorney for Appellants

July 29, 2026

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Donald R. Roth,

Plaintiff

v.

The River Bend Sportsman's Resort, Inc.,
Riverbend Properties, Inc., Ralph N.
Brendle, Paul J. Barnwell, Robert T. Estes
and Paul Lehner,

)
) IN THE COURT OF COMMON PLEAS
) Case No. 2024-CP-42-01687

)
)
) RESPONSE TO PLAINTIFF'S FIRST
) REQUEST TO ADMISSION TO
) THE RIVER BEND SPORTSMAN'S RESORT

1. Donny Roth owns 166.66 of the 1,000 shares of Riverbend Properties, Inc. (hereinafter "Properties") shares issued on June 4, 1992.

ADMITTED.

2. Roth has never divested his 16.66% ownership of Properties.

ADMITTED.

3. After 1996, Roth was not actively involved in Properties, but remained a shareholder.

ADMITTED.

4. After 1996, Roth was not provided financial documents or statements other than individual K-1s, nor was he provided meetings minutes, corporate resolutions, or any corporate, real estate, financial or banking documents related to Properties.

DENIED.

5. The original mortgage on "the Property" (as defined or described in the Complaint) was refinanced four or more times by Properties without notifying Roth or obtaining his consent.

DENIED.

6. The loans obtained by Properties, using "the Property" as collateral, were utilized by the River Bend Sportsman's Resort (hereinafter "Sportsman's Resort") to fund the operations of Sportsman's Resort.

ADMITTED.

7. On July 27, 2018, Brendle, Paul Barnwell, Estes, and Lehner, without Roth's knowledge or consent, signed a document by which Properties transferred title to "the Property" to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of \$60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property.

DENIED.

8. The July 27, 2018 execution of the title transfer document was done without Roth's knowledge or consent.

DENIED.

9. On October 30, 2023, Properties, Brendle, Estes, Lehner, and Paul Barnwell authorized the execution of a deed transferring "the Property" from Properties to Sportsman's Resort in exchange for \$10.00.

ADMITTED.

10. The October 30, 2023 deed transfer was done without Roth's knowledge or consent.

DENIED.

11. By transferring "the Property" from Properties to Sportsman's Resort, Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell converted "the Property" to their own use.
DENIED.
12. On October 30, 2023, Sportsman's Resort sold a portion of "the Property" to Riverbend Partners, LLC for \$4,241,600.00.
DENIED.
13. The October 30, 2023 sale was without Roth's knowledge or consent.
DENIED.
14. Roth has not received any proceeds from the October 23, 2023 sale.
ADMITTED, THOUGH PROCEEDS HAVE BEEN TENDERED.
15. Sportsman's Resort has failed to observe corporate formalities.
DENIED.
16. Sportsman's Resort has never been profitable and has been undercapitalized.
DENIED.
17. Sportsman's Resort has never paid a dividend.
ADMITTED.
18. Sportsman's Resort has been insolvent and would have continued to be insolvent but for its siphoning of funds from Properties.
DENIED.

19. Sportsman's Resort has non-functioning officers and directors and is in fact a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.

DENIED.

20. Sportsman's Resort has failed to maintain corporate records in the normal course of business.

DENIED.

21. Sportsman's Resort's siphoning, retention, and use of monies which they knew belonged to Properties and its shareholders is fundamentally unfair.

DENIED.

22. Properties has failed to observe corporate formalities.

DENIED

23. Properties has never paid a dividend.

ADMITTED.

24. Properties has non-functioning officers and directors and is a façade for the operations of Brendle, Estes, Lehner, and Paul Barnwell.

DENIED.

25. Properties has failed to maintain corporate records in the normal course of business.

DENIED.

26. Due to the siphoning of funds by the Defendants from Properties, Properties is now insolvent and without assets.

DENIED.

27. Properties, Brendle, Estes, Lehner, and Paul Barnwell have directed and allowed for the siphoning of monies belonging to Properties to Sportsman's Resort and its shareholders, including themselves, which they knew belonged to Properties and its shareholders, which is fundamentally unfair.

DENIED.

28. Sportsman's Resort, Brendle, Estes, Lehner, and Paul Barnwell conspired with one another to cheat the Plaintiff out of his ownership in the Property by authorizing the transfer of title to "the Property" from Properties, of which the Plaintiffs and the Defendants were shareholders, to Sportsman's Resort, of which the Defendants were shareholders but Roth was not, for their own benefit and to the detriment of the Plaintiff.

DENIED.

29. As the President and controlling officer of Properties, Brendle owed a fiduciary duty to the shareholders, including Roth.

ADMITTED.

30. By failing to adhere to corporate formalities, siphoning funds, and concocting a plan to cheat the Plaintiff out of his ownership in the Property and the proceeds from its sale by authorizing the transfer of title to the Property from Properties to Sportsman's Resort, for his own benefit and to the detriment of the Plaintiff, Brendle breached his fiduciary duty to the Plaintiff.

DENIED.

31. Roth, as a shareholder of Properties, requested corporate records, including, but not limited to, all records related to the pending sale of the Property, as well as articles of incorporation, bylaws, shareholders agreement, and other corporate documents, including, but not limited to, all minutes, resolutions, and correspondence pertaining to Properties.

DENIED.

32. Properties and Brendle refused to provide Roth with access to the requested records.

DENIED.

THE ANTHONY LAW FIRM, P.A.

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July 19, 2024

October 17, 2024

THE ANTHONY
LAW FIRM, P.A.

Fred W. Suggs, III, Esq.
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**Re: *Donald C. Roth v. The River Bend
Sportsman's Resort, Inc., et al
Case No. 2024CP4201687***

Dear Trey:

Thank you again for the extension of time to provide the enclosed information. Below you will find responses as to certain of the Interrogatories as to which you requested further information.

As you will see, the individual defendants do object to providing their personal information at this point and if you feel the need for a hearing we can proceed in that direction. If you are successful in establishing personal liability as to any of these defendants, of course, you will be entitled to all such information.

I am also enclosing our discovery requests. I think this is something we could probably resolve if you would withhold pursuing the personal information on the defendants and respond to our discovery requests by an early mediation. I would ask you to consider delaying any motion to compel and providing us with discovery responses. I would be glad to schedule this mediation sometime this year or in the early part of next year. Let me know.

As to River Bend Sportsman's Resort

Question 10 from Interrogatories. A list of assets held by the Defendant from June 4, 1992 to the present, including dates of divestment, if applicable.

Answer 10

- a. 30.74 acres, Wilkie Bridge Road, Tax Parcel No. 2-10-00-010.00
- b. 34.85 acres, Wilkie Bridge Road, Tax Parcel No. 2-10-00-111.00
- c. 33.35 acres, 900 Wilkie Bridge Road, Tax Parcel No. 2-10-00-112.00
- d. 1000 Wilkie Bridge Road, Tax Parcel No. 2-10-02-001.00

ROA0451

Fred W. Suggs, III, Esq.
October 17, 2024
Page 2

Question 15 from Interrogatories. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 30, 2002.

Answer 15

Robert Estes, Paul Lehner, Ralph Brendle

Question 16 from Interrogatories. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a document on July 27, 2018 which purported to transfer title to the Property to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of \$60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property

Answer 16

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell, Donnie Roth

Question 17 from Interrogatories. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Home Trust Bank on May 18, 2021.

Answer 17

Robert Estes, Paul Lehner, Ralph Barnwell

Question 18 from Interrogatories. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

Answer 18

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell

Fred W. Suggs, III, Esq.
October 17, 2024
Page 3

Question 19 from Interrogatories. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

Answer 19

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell

Question 20 from Interrogatories. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from the date of inception of Defendant to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

Answer 20

Robert Estes, Paul Lehner, Ralph Brendle. See attached notes to Paul Lehner.

Question 22 from Interrogatories. Identify any and all legal entities, such as corporations, limited liability companies, and partnerships, in which this Defendant owned any interest in from June 4, 1992 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

Answer 22

NONE

Question 23 from Interrogatories. With respect to this Defendant's members and/or stockholders, provide the following information from the date of inception of Defendant to the present: (1) the identity of each shareholder, (2) whether the shareholder still maintains any interest in the Defendant, (3) the compensation received by each shareholder during their membership from Defendant, and (4) the interest owned by each shareholder.

Answer 23

Ralph Brendle, Paul Barnwell, Robert Estes, Paul Lehner, Ralph Barnwell, Robert Chapman, Jr., Marcus Barnwell, George Stone, Norvin Clontz, Donald Roth, William Ledbetter

Fred W. Suggs, III, Esq.
October 17, 2024
Page 4

Question 27 from Interrogatories. Identify all bank accounts that the said Defendant maintained at any time from June 4, 1992 to the present. Set forth specifically and in detail any and all monies or corporate/ personal assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

Answer 27

Most accounts have been with Arthur State Bank. There may have been accounts in the inception with C&S Bank and American Federal. The defendant does not have any records older than five years.

As to Riverbend Properties, Inc.

Question 10 from Interrogatories. Aa list of assets held by the Defendant from June 4, 1992 to the present, including dates of divestment, if applicable.

Answer 10

124.04 acres, Wilkie Bridge Road, Tax Parcel No. 2-10-00-004.02

Question 20 from Interrogatories. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from the date of inception of Defendant to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

Answer 20

Any and all borrowed monies will be reflected by mortgages recorded in the ROD Office for Spartanburg County of which the plaintiff is already aware.

Question 21 from Interrogatories. Identify by full name, address, and telephone number any and all persons, corporations, or entities from which this Defendant issued any equity (i.e., stock, membership interest, etc.) from the date of inception of Defendant to the present, and for each person, corporation, or entity which this Defendant issued any equity, state the amount of equity issued, the monetary value of said equity, and the date said equity was given. and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

ROA0454

Answer 21

NONE

Question 22 from Interrogatories. Identify any and all legal entities, such as corporations, limited liability companies, and partnerships, in which this Defendant owned any interest in from June 4, 1992 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

Answer 22

NONE

Question 23 from Interrogatories. With respect to this Defendant's members and/or stockholders, provide the following information from the date of inception of Defendant to the present: (1) the identity of each shareholder, (2) whether the shareholder still maintains any interest in the Defendant, (3) the compensation received by each shareholder during their membership from Defendant, and (4) the interest owned by each shareholder.

Answer 23

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell, Ralph Barnwell, Donald Roth

Question 24 from Interrogatories. With respect to this Defendant, identify each individual or entity that has served on Defendant's Board of Directors including (1) the date appointed or elected to Defendant's Board of Directors, (2) the length of service, (3) the position held, and (4) whether the individual or entity is still a member of Defendant's Board of Directors.

Answer 24

Robert Estes, Paul Lehner, Ralph Brendle, Paul Barnwell, Ralph Barnwell, Donald Roth

Question 27 from Interrogatories. Identify all bank accounts that the said Defendant maintained at any time from June 4, 1992 to the present. Set forth specifically and in detail any and all monies or corporate/ personal assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

Answer 27

Arthur State Bank

Fred W. Suggs, III, Esq.

October 17, 2024

Page 6

Question 29 from Interrogatories. Identify any and all contracts, financial records, distribution of shares, between its members and Defendant, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

Answer 29

NONE

Question 31 from Interrogatories. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

Answer 31

NONE

As to Ralph Brendle

Question 15 from Interrogatories. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from The River Bend Sportsman's Resort, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

Answer 15

Ralph Brendle has incurred various expenses which have been paid by River Bend Sportsman's Resort, Inc. which were essentially reimbursement for expenses. The other shareholders may have received discounts as to shooting, birds, shells, and any other equipment.

Question 16 from Interrogatories. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites this Defendant received from Riverbend Properties, Inc., including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses,

Fred W. Suggs, III, Esq.

October 17, 2024

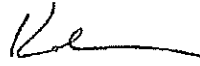
Page 7

travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

Answer 16

NONE

Very truly yours,



Kenneth C. Anthony, Jr.

KCAjr:cmh

Enclosures

cc: Paul Barnwell

Ralph Brendle

Robert Estes

Paul Lehner

ROA0457



RIVER BEND
Sportsman's Resort

P.O. Box 279
Fingerville, SC 29338
(864) 592-1348
Fax(864) 592-3556

July 27, 2018

Spartanburg, S.C.

For a loan of \$80,000 from Paul Lehner, River Bend Sportsman's Resort promises to pay to the order of Paul Lehner 60 monthly payments in the amount of \$1,609 which includes interest at the rate of 7.65% beginning August 1, 2018. If River Bend Sportsman's Resort is sold prior to the 60 monthly payment term, then the balance of the loan on that date will be paid upon closing.

We further agree hereby that if this note be placed in the hands of an attorney for collection, or if this debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind, an attorney's fee of fifteen per cent, besides all costs and expenses incident upon such collection, shall be added to the amount due upon this note, and be collectible as a part thereof.

Signed this 27th day of July, 2018 by

Ralph N. Brendle
President River Bend Sportsman's Resort

Date _____

Date _____
Signature Notary Public
My Commission Expires: _____

ROA0458

Robert T. Estes
VP River Bend Sportsman's Resort

Date

ROA0459



RIVER BEND

Sportsman's Resort

P.O. Box 279
Fingerville, SC 29338
(864) 592-1348
Fax(864) 592-3556

April 11, 2019

Spartanburg, S.C.

For a loan of \$60,000 from Paul Lehner, River Bend Sportsman's Resort promises to pay to the order of Paul Lehner 60 monthly payments in the amount of \$1,206.56 which includes interest at the rate of 7.65% beginning May 1, 2019. If River Bend Sportsman's Resort is sold prior to the 60 monthly payment term, then the balance of the loan on that date will be paid upon closing and immediately after the Arthur State bank notes are paid off.

We further agree hereby that if this note be placed in the hands of an attorney for collection, or if this debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind, an attorney's fee of fifteen per cent, besides all costs and expenses incident upon such collection, shall be added to the amount due upon this note, and be collectible as a part thereof.

Signed this 11th day of April 2019 by

Ralph N. Brendle
President River Bend Sportsman's Resort

_____ Date _____

_____ Date _____
Signature Notary Public
My Commission Expires: _____

ROA0460



RIVER BEND
Sportsman's Resort

P.O. Box 279
Fingerville, SC 29338
(864) 592-1348
Fax(864) 592-3556

July 29, 2019

Spartanburg, S.C.

For a loan of \$70,000 from Paul Lehner, River Bend Sportsman's Resort promises to pay to the order of Paul Lehner 60 monthly payments in the amount of \$1,407.65 which includes interest at the rate of 7.65% beginning August 1, 2019. If River Bend Sportsman's Resort is sold prior to the 60 monthly payment term, then the balance of the loan on that date will be paid upon closing and immediately after the Arthur State bank notes are paid off.

We further agree hereby that if this note be placed in the hands of an attorney for collection, or if this debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind, an attorney's fee of fifteen per cent, besides all costs and expenses incident upon such collection, shall be added to the amount due upon this note, and be collectible as a part thereof.

Signed this 29th day of July, 2019 by

Ralph N. Brendle
President River Bend Sportsman's Resort

_____ Date _____

ROA0461

ARMER STATE BANK
 100 E MAIN STREET
 UNION, SC 29579
 864-427-1213
CORPORATION Activity Statement

ROA0462

RIVERBEND PROPERTIES INC
 PO BOX 279
 FINGERVILLE SC 29338

General Information

Account Number:	XXXXX0417	Customer Number:	RAA2043
Home Phone:	36	Work Phone:	(864)592-1348
Loan Term:	5.500000 %	Loan Type:	Comm RE Owner
Interest Rate:		Origination Date:	03/30/2005
		Date Range:	1/1/2021-12/31/2021

Loan Officer: RICHARD HENNECY, II
 Collateral: 400 - Acreage - Pasture
 Call Report: Secured by Non-Farm Non-Residential Owner Occupied
 Loan Purpose: Commercial Mortgage

Balance & Payment Information

Original Amount:	\$704,300.00	Payment Due Date:	05/15/2021
Current Balance:	\$0.00	Payment Amount:	\$0.00
Accrued Interest:	\$0.00	Principal/Interest:	\$0.00
Daily Per Diem:	\$0.00000	Payment Type:	Scheduled payment includes accrued int.

Loan History

Posting Date	Transaction Description	Debit	Credit	Payment Balance
01/25/2021	Late Charge Assessed	\$205.82		\$458,887.13

ARTHUR STATE BANK

100 E MAIN STREET
UNION, SC 29379
864-427-1213

CORPORATION Activity Statement**RIVERBEND PROPERTIES INC**

PO BOX 279
FINGERVILLE SC 29338

General Information

Account Number:	XXXX0417	Customer Number:	RAA2043
Home Phone:		Work Phone:	(864)592-1348
Loan Term:	36	Loan Type:	Comm RE Owner
Interest Rate:	5.500000 %	Origination Date:	03/30/2005
		Date Range:	1/1/2018-12/31/2018
Loan Officer:	RICHARD HENNECY, II		
Collateral:	400 - Acreage - Pasture		
Call Report:	Secured by Non-Farm Non-Residential Owner Occupied		
Loan Purpose:	Commercial Mortgage		

Balance & Payment Information

Original Amount:	\$704,300.00	Payment Due Date:	05/15/2021
Current Balance:	\$0.00	Payment Amount:	\$0.00
Accrued Interest:	\$0.00	Principal/Interest:	\$0.00
Daily Per Diem:	\$0.00000	Payment Type:	Scheduled payment includes accrued int.

Loan History

Posting Date	Transaction Description	Amount	Principal Balance
01/12/2018	Regular Payment	(\$4,076.99)	\$514,568.51
01/12/2018	Interest Payment Split Out	(\$1,965.37)	\$514,568.51
01/12/2018	Principal Payment Split Out	(\$2,111.62)	\$512,456.89
01/25/2018	Late Charge Assessed	\$203.85	\$512,456.89
02/14/2018	Regular Payment	(\$4,076.99)	\$512,456.89
02/14/2018	Interest Payment Split Out	(\$2,583.64)	\$512,456.89
02/14/2018	Principal Payment Split Out	(\$1,493.35)	\$510,963.54
02/26/2018	Late Charge Assessed	\$203.85	\$510,963.54
03/14/2018	Late Fee Payment	(\$23.01)	\$510,963.54
03/14/2018	Regular Payment	(\$4,076.99)	\$510,963.54
03/14/2018	Interest Payment Split Out	(\$2,185.79)	\$510,963.54
03/14/2018	Principal Payment Split Out	(\$1,891.20)	\$509,072.34
03/26/2018	Late Charge Assessed	\$203.85	\$509,072.34
04/13/2018	Regular Payment	(\$4,076.99)	\$509,072.34

04/13/2018	Interest Payment Split Out	(\$2,333.25)	\$509,072.34
04/13/2018	Principal Payment Split Out	(\$1,743.74)	\$507,328.60
04/25/2018	Late Charge Assessed	\$203.85	\$507,328.60
05/14/2018	Late Fee Payment	(\$23.01)	\$507,328.60
05/14/2018	Regular Payment	(\$4,076.99)	\$507,328.60
05/14/2018	Interest Payment Split Out	(\$2,402.76)	\$507,328.60
05/14/2018	Principal Payment Split Out	(\$1,674.23)	\$505,654.37
05/25/2018	Late Charge Assessed	\$203.85	\$505,654.37
06/14/2018	Late Fee Payment	(\$23.01)	\$505,654.37
06/14/2018	Regular Payment	(\$4,076.99)	\$505,654.37
06/14/2018	Interest Payment Split Out	(\$2,394.84)	\$505,654.37
06/14/2018	Principal Payment Split Out	(\$1,682.15)	\$503,972.22
06/25/2018	Late Charge Assessed	\$203.85	\$503,972.22
07/13/2018	Late Fee Payment	(\$23.01)	\$503,972.22
07/13/2018	Regular Payment	(\$4,076.99)	\$503,972.22
07/13/2018	Interest Payment Split Out	(\$2,232.88)	\$503,972.22
07/13/2018	Principal Payment Split Out	(\$1,844.11)	\$502,128.11
07/25/2018	Late Charge Assessed	\$203.85	\$502,128.11
08/14/2018	Late Fee Payment	(\$23.01)	\$502,128.11
08/14/2018	Regular Payment	(\$4,076.99)	\$502,128.11
08/14/2018	Interest Payment Split Out	(\$2,454.85)	\$502,128.11
08/14/2018	Principal Payment Split Out	(\$1,622.14)	\$500,505.97
08/27/2018	Late Charge Assessed	\$203.85	\$500,505.97
09/14/2018	Late Fee Payment	(\$23.01)	\$500,505.97
09/14/2018	Regular Payment	(\$4,076.99)	\$500,505.97
09/14/2018	Interest Payment Split Out	(\$2,370.45)	\$500,505.97
09/14/2018	Principal Payment Split Out	(\$1,706.54)	\$498,799.43
09/25/2018	Late Charge Assessed	\$203.85	\$498,799.43
10/12/2018	Late Fee Payment	(\$23.01)	\$498,799.43
10/12/2018	Regular Payment	(\$4,076.99)	\$498,799.43
10/12/2018	Interest Payment Split Out	(\$2,133.75)	\$498,799.43
10/12/2018	Principal Payment Split Out	(\$1,943.24)	\$496,856.19
10/25/2018	Late Charge Assessed	\$203.85	\$496,856.19
11/14/2018	Late Fee Payment	(\$23.01)	\$496,856.19
11/14/2018	Regular Payment	(\$4,076.99)	\$496,856.19
11/14/2018	Interest Payment Split Out	(\$2,504.98)	\$496,856.19
11/14/2018	Principal Payment Split Out	(\$1,572.01)	\$495,284.18
11/26/2018	Late Charge Assessed	\$203.85	\$495,284.18
12/14/2018	Regular Payment	(\$4,076.99)	\$495,284.18
12/14/2018	Interest Payment Split Out	(\$2,270.05)	\$495,284.18
12/14/2018	Principal Payment Split Out	(\$1,806.94)	\$493,477.24
12/26/2018	Late Charge Assessed	\$203.85	\$493,477.24

ARTHUR STATE BANK
100 E MAIN STREET
UNION, SC 29379
864-427-1213

CORPORATION Activity Statement

RIVERBEND PROPERTIES INC
PO BOX 279
FINGERVILLE SC 29338

General Information

Account Number:	XXXX0417	Customer Number:	RAA2043
Home Phone:		Work Phone:	(864)592-1348
Loan Term:	36	Loan Type:	Comm RE Owner
Interest Rate:	5.500000 %	Origination Date:	03/30/2005
		Date Range:	1/1/2019-12/31/2019
Loan Officer: RICHARD HENNECY, II			
Collateral: 400 - Acreage - Pasture			
Call Report: Secured by Non-Farm Non-Residential Owner Occupied			
Loan Purpose: Commercial Mortgage			

Balance & Payment Information

Original Amount:	\$704,300.00	Payment Due Date:	05/15/2021
Current Balance:	\$0.00	Payment Amount:	\$0.00
Accrued Interest:	\$0.00	Principal/Interest:	\$0.00
Daily Per Diem:	\$0.00000	Payment Type:	Scheduled payment includes accrued int.

Loan History

Posting Date	Transaction Description	Amount	Principal Balance
		(\$23.01)	\$493,477.24
01/14/2019	Late Fee Payment	(\$4,076.99)	\$493,477.24
01/14/2019	Regular Payment	(\$2,337.16)	\$493,477.24
01/14/2019	Interest Payment Split Out	(\$1,739.83)	\$491,737.41
01/14/2019	Principal Payment Split Out	\$203.85	\$491,737.41
01/25/2019	Late Charge Assessed	(\$23.01)	\$491,737.41
02/14/2019	Late Fee Payment	(\$4,076.99)	\$491,737.41
02/14/2019	Regular Payment	(\$2,328.92)	\$491,737.41
02/14/2019	Interest Payment Split Out	(\$1,748.07)	\$489,989.34
02/14/2019	Principal Payment Split Out	\$203.85	\$489,989.34
02/25/2019	Late Charge Assessed	(\$23.01)	\$489,989.34
03/14/2019	Late Fee Payment	(\$4,076.99)	\$489,989.34
03/14/2019	Regular Payment	(\$2,096.07)	\$489,989.34
03/14/2019	Interest Payment Split Out	(\$1,980.92)	\$488,008.42
03/14/2019	Principal Payment Split Out		

03/25/2019	Late Charge Assessed	\$203.85	\$488,008.42
04/11/2019	Late Fee Payment	(\$23.01)	\$488,008.42
04/11/2019	Regular Payment	(\$4,076.99)	\$488,008.42
04/11/2019	Interest Payment Split Out	(\$2,087.59)	\$488,008.42
04/11/2019	Principal Payment Split Out	(\$1,989.40)	\$486,019.02
04/25/2019	Late Charge Assessed	\$203.85	\$486,019.02
05/14/2019	Late Fee Payment	(\$23.01)	\$486,019.02
05/14/2019	Late Fee Payment	(\$3,646.02)	\$486,019.02
05/14/2019	Regular Payment	(\$4,076.99)	\$486,019.02
05/14/2019	Interest Payment Split Out	(\$2,450.35)	\$486,019.02
05/14/2019	Principal Payment Split Out	(\$1,626.64)	\$484,392.38
05/14/2019	Regular Payment	(\$4,076.99)	\$484,392.38
05/14/2019	Principal Payment Split Out	(\$4,076.99)	\$480,315.39
05/14/2019	Principal Curtailment	(\$4,076.99)	\$476,238.40
05/15/2019	Late Fee Payment Reversal	\$3,646.02	\$476,238.40
05/15/2019	Generated Principal Reversal	\$4,076.99	\$480,315.39
05/15/2019	Generated Principal Reversal	\$4,076.99	\$484,392.38
05/28/2019	Late Charge Assessed	\$203.85	\$484,392.38
06/14/2019	Late Fee Payment	(\$23.01)	\$484,392.38
06/14/2019	Regular Payment	(\$4,076.99)	\$484,392.38
06/14/2019	Interest Payment Split Out	(\$2,294.14)	\$484,392.38
06/14/2019	Principal Payment Split Out	(\$1,782.85)	\$482,609.53
06/25/2019	Late Charge Assessed	\$203.85	\$482,609.53
07/12/2019	Late Fee Payment	(\$23.01)	\$482,609.53
07/12/2019	Regular Payment	(\$4,076.99)	\$482,609.53
07/12/2019	Interest Payment Split Out	(\$2,064.50)	\$482,609.53
07/12/2019	Principal Payment Split Out	(\$2,012.49)	\$480,597.04
07/25/2019	Late Charge Assessed	\$203.85	\$480,597.04
08/14/2019	Late Fee Payment	(\$23.01)	\$480,597.04
08/14/2019	Regular Payment	(\$4,076.99)	\$480,597.04
08/14/2019	Interest Payment Split Out	(\$2,423.01)	\$480,597.04
08/14/2019	Principal Payment Split Out	(\$1,653.98)	\$478,943.06
08/26/2019	Late Charge Assessed	\$203.85	\$478,943.06
09/13/2019	Late Fee Payment	(\$23.01)	\$478,943.06
09/13/2019	Regular Payment	(\$4,076.99)	\$478,943.06
09/13/2019	Interest Payment Split Out	(\$2,195.16)	\$478,943.06
09/13/2019	Principal Payment Split Out	(\$1,881.83)	\$477,061.23
09/25/2019	Late Charge Assessed	\$203.85	\$477,061.23
10/15/2019	Late Fee Payment	(\$23.01)	\$477,061.23
10/15/2019	Regular Payment	(\$4,076.99)	\$477,061.23
10/15/2019	Interest Payment Split Out	(\$2,332.30)	\$477,061.23
10/15/2019	Principal Payment Split Out	(\$1,744.69)	\$475,316.54
10/25/2019	Late Charge Assessed	\$203.85	\$475,316.54
11/14/2019	Late Fee Payment	(\$23.01)	\$475,316.54
11/14/2019	Regular Payment	(\$4,076.99)	\$475,316.54
11/14/2019	Interest Payment Split Out	(\$2,178.53)	\$475,316.54
11/14/2019	Principal Payment Split Out	(\$1,898.46)	\$473,418.08
11/25/2019	Late Charge Assessed	\$203.85	\$473,418.08
12/13/2019	Late Fee Payment	(\$23.01)	\$473,418.08
12/13/2019	Regular Payment	(\$4,076.99)	\$473,418.08
12/13/2019	Interest Payment Split Out	(\$2,097.51)	\$473,418.08
12/13/2019	Principal Payment Split Out	(\$1,979.48)	\$471,438.60

12/26/2019 Late Charge Assessed

\$203.85

\$471,438.60

ARTHUR STATE BANK
 100 E MAIN STREET
 UNION, SC 29379
 864-427-1213

CORPORATION Activity Statement

RIVERBEND PROPERTIES INC
 PO BOX 279
 FINGERVILLE SC 29338

General Information

Account Number:	XXXX0417	Customer Number:	RAA2043
Home Phone:		Work Phone:	(864)592-1348
Loan Term:	36	Loan Type:	Comm RE Owner
Interest Rate:	5.500000 %	Origination Date:	03/30/2005
		Date Range:	1/1/2020-12/31/2020
Loan Officer: RICHARD HENNECY, II			
Collateral: 400 - Acreage - Pasture			
Call Report: Secured by Non-Farm Non-Residential Owner Occupied			
Loan Purpose: Commercial Mortgage			

Balance & Payment Information

Original Amount:	\$704,300.00	Payment Due Date:	05/15/2021
Current Balance:	\$0.00	Payment Amount:	\$0.00
Accrued Interest:	\$0.00	Principal/Interest:	\$0.00
Daily Per Diem:	\$0.00000	Payment Type:	Scheduled payment includes accrued int.

Loan History

Posting Date	Transaction Description	Amount	Principal Balance
01/14/2020	Late Fee Payment	(\$23.01)	\$471,438.60
01/14/2020	Regular Payment	(\$4,076.99)	\$471,438.60
01/14/2020	Interest Payment Split Out	(\$2,304.81)	\$471,438.60
01/14/2020	Principal Payment Split Out	(\$1,772.18)	\$469,666.42
01/27/2020	Late Charge Assessed	\$203.85	\$469,666.42
02/14/2020	Late Fee Payment	(\$23.01)	\$469,666.42
02/14/2020	Regular Payment	(\$4,076.99)	\$469,666.42
02/14/2020	Interest Payment Split Out	(\$2,224.39)	\$469,666.42
02/14/2020	Principal Payment Split Out	(\$1,852.60)	\$467,813.82
02/25/2020	Late Charge Assessed	\$203.85	\$467,813.82
03/13/2020	Late Fee Payment	(\$23.01)	\$467,813.82
03/13/2020	Regular Payment	(\$4,076.99)	\$467,813.82
03/13/2020	Interest Payment Split Out	(\$2,001.20)	\$467,813.82
03/13/2020	Principal Payment Split Out	(\$2,075.79)	\$465,738.03

03/25/2020	Late Charge Assessed	\$203.85	\$465,738.03
04/14/2020	Late Fee Payment	(\$23.01)	\$465,738.03
04/14/2020	Regular Payment	(\$4,076.99)	\$465,738.03
04/14/2020	Interest Payment Split Out	(\$2,276.94)	\$465,738.03
04/14/2020	Principal Payment Split Out	(\$1,800.05)	\$463,937.98
04/23/2020	Additional Interest Payment	(\$637.91)	\$463,937.98
05/26/2020	Late Charge Assessed	\$77.97	\$463,937.98
06/15/2020	Regular Payment with Computer Split	(\$1,600.00)	\$463,937.98
06/15/2020	Interest Payment Split Out	(\$1,600.00)	\$463,937.98
06/25/2020	Late Charge Assessed	\$107.83	\$463,937.98
07/14/2020	Regular Payment with Computer Split	(\$2,156.61)	\$463,937.98
07/14/2020	Interest Payment Split Out	(\$2,156.61)	\$463,937.98
07/14/2020	Principal Curtailment	(\$43.39)	\$463,894.59
07/27/2020	Late Charge Assessed	\$106.32	\$463,894.59
08/14/2020	Regular Payment	(\$2,130.00)	\$463,894.59
08/14/2020	Interest Payment Split Out	(\$2,130.00)	\$463,894.59
08/25/2020	Late Charge Assessed	\$250.00	\$463,894.59
09/15/2020	Additional Interest Payment	(\$4,390.49)	\$463,894.59
10/19/2020	Late Fee Payment	(\$3.60)	\$463,894.59
10/19/2020	Regular Payment	(\$4,116.40)	\$463,894.59
10/19/2020	Interest Payment Split Out	(\$2,409.67)	\$463,894.59
10/19/2020	Principal Payment Split Out	(\$1,706.73)	\$462,187.86
11/20/2020	Late Fee Payment	(\$83.60)	\$462,187.86
11/20/2020	Regular Payment	(\$4,116.40)	\$462,187.86
11/20/2020	Interest Payment Split Out	(\$2,259.59)	\$462,187.86
11/20/2020	Principal Payment Split Out	(\$1,856.81)	\$460,331.05
12/28/2020	Late Fee Payment	(\$83.60)	\$460,331.05
12/28/2020	Regular Payment	(\$4,116.40)	\$460,331.05
12/28/2020	Interest Payment Split Out	(\$2,672.48)	\$460,331.05
12/28/2020	Principal Payment Split Out	(\$1,443.92)	\$458,887.13

ARTHUR STATE BANK

100 E MAIN STREET

UNION, SC 29379

864-427-1213

CORPORATION Activity Statement**RIVERBEND PROPERTIES INC**

PO BOX 279

FINGERVILLE SC 29338

General Information

Account Number:	XXXX0417	Customer Number:	RAA2043
Home Phone:		Work Phone:	(864)592-1348
Loan Term:	36	Loan Type:	Comm RE Owner
Interest Rate:	5.500000 %	Origination Date:	03/30/2005
		Date Range:	1/1/2021-12/31/2021
Loan Officer:	RICHARD HENNECY, II		
Collateral:	400 - Acreage - Pasture		
Call Report:	Secured by Non-Farm Non-Residential Owner Occupied		
Loan Purpose:	Commercial Mortgage		

Balance & Payment Information

Original Amount:	\$704,300.00	Payment Due Date:	05/15/2021
Current Balance:	\$0.00	Payment Amount:	\$0.00
Accrued Interest:	\$0.00	Principal/Interest:	\$0.00
Daily Per Diem:	\$0.00000	Payment Type:	Scheduled payment includes accrued int.

Loan History

Posting Date	Transaction Description	Amount	Principal Balance
01/25/2021	Late Charge Assessed	\$205.82	\$458,887.13
01/29/2021	Late Fee Payment	(\$33.60)	\$458,887.13
01/29/2021	Regular Payment	(\$4,116.40)	\$458,887.13
01/29/2021	Interest Payment Split Out	(\$2,243.45)	\$458,887.13
01/29/2021	Principal Payment Split Out	(\$1,872.95)	\$457,014.18
02/25/2021	Late Fee Payment	(\$33.60)	\$457,014.18
02/25/2021	Regular Payment	(\$4,116.40)	\$457,014.18
02/25/2021	Interest Payment Split Out	(\$1,885.18)	\$457,014.18
02/25/2021	Principal Payment Split Out	(\$2,231.22)	\$454,782.96
03/10/2021	Late Charge Assessed	\$25,168.60	\$454,782.96
03/25/2021	Late Charge Assessed	\$205.82	\$454,782.96
03/26/2021	Late Fee Payment	(\$33.60)	\$454,782.96
03/26/2021	Regular Payment	(\$4,116.40)	\$454,782.96
03/26/2021	Interest Payment Split Out	(\$2,014.94)	\$454,782.96

ROA0470

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September 24, 2024

03/26/2021	Principal Payment Split Out	(\$2,101.46)	\$452,681.50
04/26/2021	Late Charge Assessed	\$205.82	\$452,681.50
04/28/2021	Regular Payment	(\$4,150.00)	\$450,847.36

Transaction Description		Payment Break Down	Amount	Balance
		Affects		
Late Charge Split Out		Late Charge	(\$33.60)	\$450,847.36
Principal Payment Split Out		Principal	(\$1,834.14)	\$450,847.36
Interest Payment Split Out		Interest Payment	(\$2,282.26)	\$452,681.50

05/19/2021 Regular Payoff (\$477,639.65)

Transaction Description		Payment Break Down	Amount	Balance
		Affects		
Interest Payment Split Out		Interest Payment	(\$1,446.47)	
Interest Assessment		Non-monetary	(\$1,446.47)	
Late Charge Split Out		Late Charge	(\$205.82)	
Late Charge Split Out		Late Charge	(\$25,135.00)	
Principal Payment Split Out		Principal	(\$450,847.36)	
Mortgage Ln P/O Fee Pmt		Fee Adjustment	(\$5.00)	\$450,847.36

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
C.A. No.: 2024-CP-42-01687

Donald C. Roth,

Plaintiff,
v.
The River Bend Sportsman's Resort, Inc.,
Riverbend Properties, Inc., Ralph N.
Brendle, Paul J. Barnwell, Robert T. Estes
And Paul Lehner,

Defendants.

DEFENDANT PAUL J. BARNWELL'S
RESPONSE TO PLAINTIFF'S FIRST
REQUEST FOR PRODUCTION

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

ANSWER: None

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

ANSWER: None other than all of the documents which have been produced.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

ANSWER: None other than all of the documents which have been produced.

5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

ANSWER: None.

6. All documents concerning the damages claimed by the Plaintiff.

ANSWER: This request is unclear and so cannot be answered. It is believed there are no damages which have been incurred by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party expects to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

ANSWER: None.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

ANSWER: None.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRPC or other requests made during this litigation.

ANSWER: None.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

ANSWER: This defendant believes that Plaintiff has received all such items from River Bend Sportsman's Resort, Inc., any of the other defendants or any third party.

11. Any and all contracts, agreements or correspondence between the parties.

ANSWER: None.

12. A copy of all employment agreements between Barnwell and any other Defendant.

ANSWER: None.

13. A copy of all agreements between Barnwell and any other Defendant.

ANSWER: None.

14. A copy of all receipts for which Barnwell sought reimbursement from either corporate Defendant.

ANSWER: None.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

ANSWER: None.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, distributions, dividends, and perquisites each shareholder, including Barnwell, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action.

ANSWER: Any such documents, if they exist, are not in the possession of this defendant.

17. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

ANSWER: None

18. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

ANSWER: None.

19. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

ANSWER: Any such documents, if they exist, are not in the possession of this defendant.

20. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Barnwell from the date of inception to the present.

ANSWER: None.

21. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Barnwell and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Barnwell for reimbursement of the expense.

ANSWER: None.

22. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

ANSWER: This defendant objects to this request to produce.

23. Any and all agreements, including lease agreements, entered into on behalf of the Defendant, or on behalf of any corporate Defendant, and any individual or entity related to "the Property" (as defined or described in the Complaint).

ANSWER: None.

24. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

ANSWER: None.

25. All documents and correspondence pertaining to loans or mortgages secured or obtained by Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

ANSWER: This defendant believes that any and all such items as exist have been provided by River Bend Sportsman's Resort, Inc.

26. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

ANSWER: None.

27. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

ANSWER: This defendant objects to this request to produce.

28. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the corporate Defendants related to "the Property" or either corporate Defendant.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the corporate Defendants related to "the Property."

ANSWER: This defendant believes that any and all such documents have been provided by River Bend Sportsman's Resort, Inc.

30. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Barnwell by either corporate Defendant from March 21, 1985 to the present.

ANSWER: None.

31. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

32. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

33. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

ANSWER: None.

34. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

ANSWER: None other than the documents of incorporation, any annual reports, accounting and K-1 forms.

The Anthony Law Firm, P.A.

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January 24, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
Donald C. Roth,	)	C.A. No.: 2024-CP-42-01687
	)	
Plaintiff,	)	DEFENDANT RALPH N. BRENDLE'S
v.	)	RESPONSE TO PLAINTIFF'S FIRST
	)	REQUEST FOR PRODUCTION
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend Properties, Inc., Ralph N.	)	
Brendle, Paul J. Barnwell, Robert T. Estes,	)	
And Paul Lehner,	)	
Defendants.	)	

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

ANSWER: None.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

ANSWER: This defendant has not relied specifically upon any documents other than those referred to as the Note and Document but is based on his general knowledge of the operations and relationships of these entities.

5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

ANSWER: None.

6. All documents concerning the damages claimed by the Plaintiff.

ANSWER: This request is unclear and so cannot be answered. It is believed there are no damages which have been incurred by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party expects to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

ANSWER: None.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

ANSWER: None.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that

this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCF or other requests made during this litigation.

ANSWER: None.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc., any of the other defendants or third party.

11. Any and all contracts, agreements or correspondence between the parties.

ANSWER: None.

12. A copy of all employment agreements between Brendle and any other Defendant.

ANSWER: None.

13. A copy of all agreements between Brendle and any other Defendant.

ANSWER: None.

14. A copy of all receipts for which Brendle sought reimbursement from either corporate Defendant.

ANSWER: None. Certain expenses of this defendant were paid directly by River Bend Sportsman's Resort, Inc. in that they involved business.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property"

(as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

ANSWER: Only the Note and Document.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Brendle, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action.

ANSWER: Certain expenses were paid which were incurred by this defendant as they were incurred on behalf of the Company. This defendant had loaned a substantial amount of money into the business and so any amounts that were paid which could be construed to be personal expenses would also be considered repayment of the debt.

17. Brendle's bank account statements from March 21, 1985 to the present.

ANSWER: This defendant objects to this Request to Produce.

18. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

ANSWER: None.

19. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

ANSWER: None.

20. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort to Brendle, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

ANSWER: The Corporation did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move.

21. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Brendle from the date of inception to the present.

ANSWER: None.

22. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Brendle and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Brendle for reimbursement of the expense.

ANSWER: None.

23. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

ANSWER: Defendant objects to this Request to Produce.

24. Any and all agreements, including lease agreements, entered into by the Defendant and any individual or entity related to "the Property" (as defined or described in the Complaint).

ANSWER: None.

25. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

ANSWER: None.

26. All documents and correspondence pertaining to loans or mortgages secured or obtained by the Defendant on behalf of Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

ANSWER: all such documents have been produced.

27. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

ANSWER: all such documents have been produced.

28. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

ANSWER: Defendant objects to this Request to Produce.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the Defendant related to "the Property" or either corporate Defendant.

ANSWER: This defendant has loaned substantial sums to River Bend Sportsman's Resort, Inc. This response will be supplemented.

30. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the Defendant.

ANSWER: If this request relates to personal loans of this defendant, this defendant objects.

31. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Brendle by either corporate Defendant from March 21, 1985 to the present.

ANSWER: None.

32. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

ANSWER: All such items have already been produced.

33. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

ANSWER: All such items have already been produced.

34. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

ANSWER: None.

35. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders,

equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

ANSWER: The corporate entities were properly formed and registered with the Secretary of State, and have made all appropriate filings. The River Bend Sportsman's Resort, Inc. did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

The Anthony Law Firm, P.A.

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January 24, 2025

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

C.A. No.: 2024-CP-42-01687

Donald C. Roth,

Plaintiff,

v.

The River Bend Sportsman's Resort, Inc.,
Riverbend Properties, Inc., Ralph N.
Brendle, Paul J. Barnwell, Robert T. Estes
And Paul Lehner,

Defendants.

DEFENDANT ROBERT T. ESTES'
RESPONSE TO PLAINTIFF'S FIRST
REQUEST FOR PRODUCTION

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

ANSWER: None

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

ANSWER: None other than all of the documents which have been produced.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

ANSWER: None other than all of the documents which have been produced.

5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

ANSWER: None.

6. All documents concerning the damages claimed by the Plaintiff.

ANSWER: This request is unclear and so cannot be answered. It is believed there are no damages which have been incurred by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party expects to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

ANSWER: None.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

ANSWER: None.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRCF or other requests made during this litigation.

ANSWER: None.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

ANSWER: This defendant believes that Plaintiff has received all such items from River Bend Sportsman's Resort, Inc., any of the other defendants or any third party.

11. Any and all contracts, agreements or correspondence between the parties.

ANSWER: None.

12. A copy of all employment agreements between Estes and any other Defendant.

ANSWER: None.

13. A copy of all agreements between Estes and any other Defendant.

ANSWER: None.

14. A copy of all receipts for which Estes sought reimbursement from either corporate Defendant.

ANSWER: None.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

ANSWER: None.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, distributions, dividends, and perquisites each shareholder, including Estes, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action.

ANSWER: Any such documents, if they exist, are not in the possession of this defendant.

17. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

ANSWER: None

18. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

ANSWER: None.

19. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

ANSWER: Any such documents, if they exist, are not in the possession of this defendant.

20. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Estes from the date of inception to the present.

ANSWER: None.

21. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Estes and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Estes for reimbursement of the

22. including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

ANSWER: This defendant objects to this request to produce.

23. Any and all agreements, including lease agreements, entered into on behalf of the Defendant, or on behalf of any corporate Defendant, and any individual or entity related to "the Property" (as defined or described in the Complaint).

ANSWER: None.

24. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

ANSWER: None.

25. All documents and correspondence pertaining to loans or mortgages secured or obtained by Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

ANSWER: This defendant believes that any and all such items as exist have been provided by River Bend Sportsman's Resort, Inc.

26. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

ANSWER: None.

27. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

ANSWER: This defendant objects to this request to produce.

28. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the corporate Defendants related to "the Property" or either corporate Defendant.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the corporate Defendants related to "the Property."

ANSWER: This defendant believes that any and all such documents have been provided by River Bend Sportsman's Resort, Inc.

30. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Estes by either corporate Defendant from March 21, 1985 to the present.

ANSWER: None.

31. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

32. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

33. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

ANSWER: None.

34. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

ANSWER: None other than the documents of incorporation, any annual reports, accounting and K-1 forms.

The Anthony Law Firm, P.A.

January 24, 2025

BY: Kenneth C. Anthony, Jr.
Kenneth C. Anthony, Jr.
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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

C.A. No.: 2024-CP-42-01687

Donald C. Roth,

Plaintiff,

v.

The River Bend Sportsman's Resort, Inc.,
Riverbend Properties, Inc., Ralph N.
Brendle, Paul J. Barnwell, Robert T. Estes
And Paul Lehner,

Defendants.

DEFENDANT ROBERT T. LEHNER'S
RESPONSE TO PLAINTIFF'S FIRST
REQUEST FOR PRODUCTION

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

ANSWER: None

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

ANSWER: None other than all of the documents which have been produced.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

ANSWER: None other than all of the documents which have been produced.

5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

ANSWER: None.

6. All documents concerning the damages claimed by the Plaintiff.

ANSWER: This request is unclear and so cannot be answered. It is believed there are no damages which have been incurred by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party expects to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

ANSWER: None.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

ANSWER: None.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRPC or other requests made during this litigation.

ANSWER: None.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

ANSWER: This defendant believes that Plaintiff has received all such items from River Bend Sportsman's Resort, Inc., any of the other defendants or any third party.

11. Any and all contracts, agreements or correspondence between the parties.

ANSWER: None.

12. A copy of all employment agreements between Lehner and any other Defendant.

ANSWER: None.

13. A copy of all agreements between Lehner and any other Defendant.

ANSWER: None.

14. A copy of all receipts for which Lehner sought reimbursement from either corporate Defendant.

ANSWER: None.

15. Any and all documents and communications of any form by or between shareholders, employees and/or officers of Riverbend Properties or the River Bend Sportsman's Resort related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

ANSWER: None.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, distributions, dividends, and perquisites each shareholder, including Lehner, received from Riverbend Properties or the River Bend Sportsman's Resort, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action.

ANSWER: Any such documents, if they exist, are not in the possession of this defendant.

17. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

ANSWER: None

18. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

ANSWER: None.

19. Any and all financial records and documents evidencing distribution of shares from Riverbend Properties or the River Bend Sportsman's Resort, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

ANSWER: Any such documents, if they exist, are not in the possession of this defendant.

20. All documents evidencing payment of distributions or dividends from Riverbend Properties or the River Bend Sportsman's Resort to Lehner from the date of inception to the present.

ANSWER: None.

21. All copies of expense reports submitted to from Riverbend Properties or the River Bend Sportsman's Resort by Lehner and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Lehner for reimbursement of the expense.

ANSWER: None.

22. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

ANSWER: This defendant objects to this request to produce.

23. Any and all agreements, including lease agreements, entered into on behalf of the Defendant, or on behalf of any corporate Defendant, and any individual or entity related to "the Property" (as defined or described in the Complaint).

ANSWER: None.

24. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

ANSWER: None.

25. All documents and correspondence pertaining to loans or mortgages secured or obtained by Riverbend Properties or the River Bend Sportsman's Resort from March 21, 1985 to the present.

ANSWER: This defendant believes that any and all such items as exist have been provided by River Bend Sportsman's Resort, Inc.

26. All documents and correspondence pertaining to loans by or between any of the Defendants from March 21, 1985 to the present.

ANSWER: None.

27. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from March 21, 1985 to the present.

ANSWER: This defendant objects to this request to produce.

28. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the corporate Defendants related to "the Property" or either corporate Defendant.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

29. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the corporate Defendants related to "the Property."

ANSWER: This defendant believes that any and all such documents have been provided by River Bend Sportsman's Resort, Inc.

30. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation paid to Lehner by either corporate Defendant from March 21, 1985 to the present.

ANSWER: None.

31. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

32. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

ANSWER: This defendant believes that any and all such records have been provided by River Bend Sportsman's Resort, Inc.

33. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

ANSWER: None.

34. Any and all documents describing the corporate structure of both corporate Defendants, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

ANSWER: None other than the documents of incorporation, any annual reports, accounting and K-1 forms.

The Anthony Law Firm, P.A.

January 24, 2025

BY: Kenneth C. Anthony, Jr.
Kenneth C. Anthony, Jr.
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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
	)	
Plaintiff,	)	DEFENDANT RIVERBEND PROPERTIES,
v.	)	INC.'S RESPONSE TO PLAINTIFF'S FIRST
	)	REQUEST FOR PRODUCTION
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend Properties, Inc., Ralph N.	)	
Brendle, Paul J. Barnwell, Robert T. Estes,	)	
and Paul Lehner,	)	
	)	
Defendants.	)	
	)	

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

ANSWER: None.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

ANSWER: None other than all of the documents that have been produced.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

ANSWER: None other than all of the documents that have been produced.

5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

ANSWER: None.

6. All documents concerning the damages claimed by the Plaintiff.

ANSWER: This request is unclear and so cannot be answered. It is believed there are no damages which have been incurred by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party expects to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

ANSWER: None.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

ANSWER: None.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRPC or other requests made during this litigation.

ANSWER: None.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

ANSWER: This defendant believes that Plaintiff has received all such items from River Bend Sportsman's Resort, Inc.

11. Any and all contracts, agreements or correspondence between the parties.

ANSWER: None.

12. A copy of all employment agreements between the Defendant and Brendle.

ANSWER: None

13. A copy of all employment agreements between the Defendant and any other Defendant.

ANSWER: None.

14. A copy of all receipts for which Brendle sought reimbursement from the Defendant.

ANSWER: None. Certain expenses were paid directly by River Bend Sportsman's Resort, Inc., in that they involved business.

15. Any and all documents and communications of any form by or between the Defendant and the Plaintiff related to the refinancing of the mortgage on the Property (as described in the Complaint) with Palmetto Farm Credit on May 26, 1999.

ANSWER: Defendant has no such documents.

16. Any and all documents and communications of any form by or between the Defendants related to the refinancing of the mortgage on the Property (as described in the Complaint) with Palmetto Farm Credit on May 26, 1999.

ANSWER: Defendant has no such documents.

17. Any and all documents and communications of any form by or between the Defendant and the Plaintiff related to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 29, 2001.

ANSWER: All such items have already been supplied.

18. Any and all documents and communications of any form by or between the Defendants related to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 29, 2001.

ANSWER: All such items have already been supplied.

19. Any and all documents and communications of any form by or between the Defendant and the Plaintiff related to the refinancing of the mortgage on the Property (as described in the Complaint) with HomeTrust Bank on May 18, 2021.

ANSWER: Defendant has no such documents.

20. Any and all documents and communications of any form by or between the Defendants related to the refinancing of the mortgage on the Property (as described in the Complaint) with HomeTrust Bank on May 18, 2021.

ANSWER: Defendant has no such documents.

21. Any and all documents and communications of any form by or between Defendant's shareholders, employees and/or officers related to notification of and consent to the execution of a document on July 27, 2018 which purported to transfer title to the Property to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of \$60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property.

ANSWER: Only the Notice and Document.

22. Any and all documents and communications of any form by or between Defendant's shareholders, employees and/or officers related to notification of and consent to the execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

ANSWER: Only the Notice and Document.

23. Any and all documents evidencing any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from June 4, 1992 and continuing to the date of trial of this action.

ANSWER: Certain expenses were paid which were incurred by this defendant as they were incurred on behalf of the Company. This defendant had loaned a substantial amount of money into the business and so any amounts that were paid which could be construed to be personal expenses would also be considered repayment of the debt.

24. Defendant's bank account statements from June 4, 1992 to the present.

ANSWER: Defendant Riverbend Properties, Inc. believes that no such account statements exist but to the extent they do, they will be produced or a release will be signed.

25. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

ANSWER: None

26. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

ANSWER: None.

27. Any and all financial records and documents evidencing distribution of shares between the Defendant and its shareholders, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

ANSWER: None

28. All documents evidencing payment of distributions or dividends from the date of inception to the present.

ANSWER: None.

29. All state and federal tax returns, including Schedules K-1 issued to shareholders of the Defendant, from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

30. All profit and loss statements of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

31. All balance sheets of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

32. All ledgers of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

33. All income statements of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

34. All cash flow statements of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

35. The corporate books and records of the Defendant, including, but not limited to, the operating agreement and amendments thereto, minutes of any and all meetings, stock certificates, stock certificate stubs and stock transfer documents, share register, stock transfer ledger, shareholder agreements, bylaws, equity arrangements, accounting practices, auditor's letters, and financial records.

ANSWER: Riverbend Properties, Inc. was properly formed and registered with the Secretary of State, and has made all appropriate filings. The River Bend Sportsman's Resort, Inc. did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

36. All documents related to the ownership, management, and structure of the Defendant from inception through the present, including, but not limited to, corporate documents, all minutes, resolutions, and any other documents reflecting decisions made by the employees, shareholders, or officers of the Defendant.

ANSWER: See 35 above.

37. All copies of expense reports received from Brendle and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Brendle for reimbursement of the expense.

ANSWER: Certain expenses were paid which were incurred by this defendant as they were incurred on behalf of the Company. This defendant had loaned a substantial amount of money into the business and so any amounts that were paid which could be construed to be personal expenses would also be considered repayment of the debt.

38. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

ANSWER: None other than those already produced.

39. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current loans and debts.

ANSWER: None other than those already produced

40. All documents which evidence any and all assets owned by the Defendant (in whole or in part) from the date of inception to present, and any documents related to the current location, value, and ownership of same. For any asset that has been sold during that period, produce all documents related to the sale, including any contracts, purchase agreements, and canceled checks.

ANSWER: None other than those already produced

41. Any and all agreements, including lease agreements, entered into by the Defendant and any individual or entity.

ANSWER: None.

42. Any and all agreements, including lease agreements, entered into by and between the parties.

ANSWER: None.

43. All documents, including, but not limited to, certificates of insurance, agreements, records, reports, invoices, and/or statements, that evidence or relate to the Defendant's insurance policies from the date of inception to the present.

ANSWER: The defendant has no such documents.

44. All documents and correspondence pertaining to loans or mortgages secured or obtained by the Defendant from the date of inception to the present.

ANSWER: All such items have already been produced.

45. All documents and correspondence pertaining to loans by or between any of the Defendants from the date of inception to the present.

ANSWER: All such items have already been produced.

46. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from the date of inception to the present.

ANSWER: All such documents in the possession of this defendant have already been produced.

47. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the Defendant.

ANSWER: None.

48. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans taken by the Defendant.

ANSWER: All such documents have already been produced.

49. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence a monetary value on any cash or non-cash capital contributions and/or transfers to the Defendant.

ANSWER: All such documents have already been produced.

50. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to a merger or acquisition of all or a portion of the Defendant.

ANSWER: All such documents have already been produced.

51. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation of the Defendant's employees and/or shareholders from the date of inception to the present.

ANSWER: All such documents have already been produced.

52. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

ANSWER: All such items have already been produced.

53. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint), or any portion thereof.

ANSWER: All such items have already been produced.

54. Any and all documents pertaining to the sale of assets belonging to the Defendant, including, but not limited to, raw materials, including timber and sand.

ANSWER: None.

55. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

ANSWER: None.

56. Any and all documents describing the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from June 4, 1992 to the present.

ANSWER: Riverbend Properties, Inc. was properly formed and registered with the Secretary of State, and has made all appropriate filings. The River Bend Sportsman's Resort, Inc. did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

57. Any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement

ANSWER: None

The Anthony Law Firm, P.A.

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January 24, 2025

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	
	)	C.A. No.: 2024-CP-42-01687
Donald C. Roth,	)	
	)	
Plaintiff,	)	DEFENDANT RIVER BEND
v.	)	SPORTSMAN'S RESORT, INC.'S
	)	RESPONSES TO PLAINTIFF'S
	)	FIRST REQUEST FOR PRODUCTION
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend properties, Inc., Ralph N.	)	
Brendle, Paul J. Barnwell, Robert T. Estes,	)	
Ahd Paul Lehner,	)	
	)	
Defendants.	)	

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendant produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all books, records, reports, photographs, moving pictures, drawings, charts, maps, diagrams, models or other documentary materials or tangible objects or exhibits which the Defendant intends to rely upon to support any claim or defense and/or which the Defendant intends to offer into evidence as exhibits at the time of trial or any other hearing or deposition.

ANSWER: It is believed that all such items have already been produced by River Bend Sportsman's Resort, Inc.

2. Copies of any and all recorded statements related to this matter, including any statements, depositions, or affidavits, or drafts thereof, from any witnesses to the facts of this case.

ANSWER: None.

3. All documents and correspondence related to any of the claims or defenses contained in the Plaintiff's Complaint or the Defendants' Answers.

ANSWER: None other than all of the documents that have been produced.

4. All documents relied upon in responding to the Plaintiff's First Set of Interrogatories.

ANSWER: None other than all of the documents that have been produced.

5. All non-privileged notes or correspondence by, to, or from any party concerning the subject matter of this lawsuit.

ANSWER: None.

6. All documents concerning the damages claimed by the Plaintiff.

ANSWER: This request is unclear and so cannot be answered. It is believed there are no damages which have been incurred by the Plaintiff.

7. Any and all documents (a) reviewed, considered, and/or relied upon by each and every expert or consultant the party intends to call as an expert witness at trial in connection with this case, or (b) that embody, reflect, refer to or summarize reports or memoranda prepared for the party to this litigation by any person the party expects to call as an expert witness or utilize as a consultant regardless of whether or not they will offer testimony at any point.

ANSWER: None.

8. Any and all expert's or consultant's reports, whether draft or final, pertaining to this litigation.

ANSWER: None.

9. Any records, documents or reports received or produced pursuant to a subpoena or FOIA request or otherwise from or by any person or entity relating to the subject matter of

this lawsuit, including but not limited to, the claims or allegations of any party. Please note that this request is continuing and applies to any subpoenas issued pursuant to Rule 45 SCRPC or other requests made during this litigation.

ANSWER: None.

10. All documents relating in any way to the matters alleged in the Complaint or the subject matter of this action, including, but not limited to: all announcements, correspondence (internal and external) (electronic or paper), communications, proposals, contracts, agreements, records, policies, procedures, guidelines, reports, deeds, titles, surveys, mortgages, loan agreements, ledgers, profit and loss statements, balance sheets, income statements, or otherwise.

ANSWER: This defendant believes that Plaintiff has received all such items from River Bend Sportsman's Resort, Inc., any of the other defendants or any third party.

11. Any and all contracts, agreements or correspondence between the parties.

ANSWER: None.

12. A copy of all employment agreements between the Defendant and Brendle.

ANSWER: None.

13. A copy of all employment agreements between the Defendant and any other Defendant.

ANSWER: None.

14. A copy of all receipts for which Brendle sought reimbursement from the Defendant.

ANSWER: None. Certain expenses were paid directly by River Bend Sportsman's

Resort, Inc, in that they involved business.

15. Any and all documents and communications of any form by or between Defendant's shareholders, employees and/or officers related to notification of and consent to the

execution of a deed transferring "the Property" (as defined or described in the Complaint), from Riverbend Properties to the River Bend Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

ANSWER: Notice and Document.

16. Any and all documents evidencing any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles, from March 21, 1985 and continuing to the date of trial of this action.

ANSWER: Certain expenses were paid which were incurred as they were incurred on behalf of the Company. Brendle had loaned a substantial amount of money into the business and so any amounts that were paid which could be construed to be personal expenses would also be considered repayment of the debt.

17. Defendant's bank account statements from March 21, 1985 to the present.

ANSWER: Defendant will produce all bank account statements in its possession but does not retain bank statements longer than five years.

18. Any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

ANSWER: None.

19. Any and all unprivileged communications between the Defendant and any party to this litigation related to the events alleged in the Complaint.

ANSWER: None.

20. Any and all financial records and documents evidencing distribution of shares between the Defendant and its shareholders, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

ANSWER: The Corporation did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book, and any minutes were lost in a move.

21. All documents evidencing payment of distributions or dividends from the date of inception to the present.

ANSWER: None.

22. All state and federal tax returns, including Schedules K-1 issued to shareholders of the Defendant, from March 21, 1985 to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

23. All profit and loss statements of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

24. All balance sheets of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

25. All ledgers of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

26. All income statements of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

27. All cash flow statements of Defendant from the date of inception to the present.

ANSWER: Defendant will produce all such documents if they can be obtained from the accountant or will sign a release for such documents.

28. The corporate books and records of the Defendant, including, but not limited to, the operating agreement and amendments thereto, minutes of any and all meetings, stock certificates, stock certificate stubs and stock transfer documents, share register, stock transfer ledger, shareholder agreements, bylaws, equity arrangements, accounting practices, auditor's letters, and financial records.

ANSWER: The River Bend Sportsman's Resort, Inc. did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

29. All documents related to the ownership, management, and structure of the Defendant from inception through the present, including, but not limited to, corporate documents, all minutes, resolutions, and any other documents reflecting decisions made by the employees, shareholders, or officers of the Defendant.

ANSWER: The River Bend Sportsman's Resort, Inc. did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

30. All copies of expense reports received from Brendle and, with respect to each expense report, provide a copy of the payment, check, deposit, or electronic wire made to Brendle for reimbursement of the expense.

ANSWER: None.

31. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current assets and liabilities.

ANSWER: None.

32. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts showing the Defendant's current loans and debts.

ANSWER: None.

33. All documents which evidence any and all assets owned by the Defendant (in whole or in part) from the date of inception to present, and any documents related to the current location, value, and ownership of same. For any asset that has been sold during that period, produce all documents related to the sale, including any contracts, purchase agreements, and canceled checks.

ANSWER: Defendant objects to this request as overly broad and unlikely to produce relevant information.

34. Any and all agreements, including lease agreements, entered into by the Defendant and any individual or entity related to "the Property" (as defined or described in the Complaint).

ANSWER: None.

35. Any and all agreements, including lease agreements, entered into by and between the Defendant and any parties.

ANSWER: All such documents have already been produced.

36. All documents and correspondence pertaining to loans or mortgages secured or obtained by the Defendant from the date of inception to the present.

ANSWER: All such documents have been produced or are public record.

37. All documents and correspondence pertaining to loans by or between any of the Defendants from the date of inception to the present.

ANSWER: None.

38. All documents which evidence the Defendant's accounts, including, but not limited to, all monthly account statements, credit card statements, loans, debts statements, IOUs, and any other accounts of the Defendant from the date of inception to the present.

ANSWER: None.

39. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans made by the Defendant.

ANSWER: None.

40. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to any loans

taken by the Defendant.

ANSWER: None.

41. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence a monetary value on any cash or non-cash capital contributions and/or transfers to the Defendant.

ANSWER: None.

42. All documents, including, but not limited to, records, reports, statements, notes, transcripts, communications, emails, texts, and/or letters that evidence or relate to a merger or acquisition of all or a portion of the Defendant.

ANSWER: None.

43. All documents, including, but not limited to, records, reports, statements, notes, and/or transcripts that evidence or relate to the payment or accrual of salary and/or compensation of the Defendant's employees and/or shareholders from the date of inception to the present.

ANSWER: None.

44. Any and all documents, including, but not limited to, deeds, titles, plats, mortgages, loans, liens, surveys, appraisals, agreements, contracts, purchase agreements, inspections, letters of intent, settlement statements, affidavits, real estate forms, bills of sale, certificates of title, payoff agreements, closing documents, disclosures, and opinion letters, including any amendments, related to "the Property" (as defined or described in the Complaint), or any portion thereof, including those related to its purchase and sale.

ANSWER: All such items have already been produced.

45. Any and all documents and correspondence pertaining to purchasing, financing, refinancing, collateralizing, or selling "the Property" (as defined or described in the Complaint),

or any portion thereof.

ANSWER: All such items have already been produced.

46. Any and all unprivileged communications between you and any third party relating to the events alleged in the Complaint.

ANSWER: None.

47. Any and all documents describing the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from March 21, 1985 to the present.

ANSWER: River Bend Sportsman's Resort, Inc. was properly formed and registered with the secretary of State, and has made all appropriate filings. The River Bend Sportsman's Resort, Inc. did initially own a corporate Book. Unfortunately, that Book and its contents were lost in a move.

48. Any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement

ANSWER: None.

The Anthony Law Firm, P.A.

January 24, 2025

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kanthony@anthonylaw.com

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	Case No. 2024-CP-42-01687
Donald R. Roth,	)	
	)	
Plaintiff	)	RESPONSE TO PLAINTIFF'S SECOND
v.	)	SET OF INTERROGATORIES TO
	)	ALL DEFENDANTS
The River Bend Sportsman's Resort, Inc.,	)	
Riverbend Properties, Inc., Ralph N.	)	
Brendle, Paul J. Barnwell, Robert T. Estes	)	
and Paul Lehner,	)	

1. Identify the precise amount received by/distributed to each Defendant from the sale of and closing on the Property on or about October 30, 2023.

ANSWER: None

2. Identify the precise amount received by/distributed to each Defendant from the sale of and closing on the Property on or about December 1, 2023.

ANSWER: None

3. Identify the amount of the initial capital contribution made by each shareholder in Riverbend Properties, Inc.

ANSWER: None

4. State all additional capital contributions made by each shareholder in Riverbend Properties, Inc., including the amount and dates of each contribution.

ANSWER: None.

5. Describe, with specificity, how the initial mortgage debt (Palmetto Farm Credit 20- year mortgage) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

ANSWER: All payments and other expenses of Riverbend Properties, Inc. have and were paid by River Bend Sportsman's Resort, Inc. Some of the early payments may have been made from a C&S bank account it is believed that a few were made from an American Federal account and the majority were made from an account at Arthur State Bank. The defendants have no account records for C&S or American Federal. Plaintiffs are attempting to obtain as many statements from Arthur State Bank as possible and these will be supplied. The defendants are willing to sign a release as to any and all accounts so that these can be obtained directly from the Bank. It is believed that the Plaintiff has sent a subpoena for various copies and the defendants have not objected to production of documents by third parties.

6. Describe, with specificity, how the subsequent refinanced mortgage debt (Arthur State Bank five-year mortgage of or about May 26, 1999) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

ANSWER: See Number 5 above.

7. Describe, with specificity, how the subsequent refinanced mortgage debt (Arthur State Bank five-year mortgage of or about August 29, 2001) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

ANSWER: See Number 5 above.

8. Describe, with specificity, how the subsequent refinanced mortgage debt (Arthur State Bank five-year mortgage of or about August 30, 2002) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

ANSWER: See Number 5 above.

9. Describe, with specificity, how the subsequent refinanced mortgage debt (Home Trust Bank 25-year mortgage of or about May 18, 2021) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the payments were made.

ANSWER: See Number 5 above.

10. Describe, with specificity, how the subsequent refinanced mortgage debt (second Home Trust Bank mortgage of or about May 18, 2021) for the purchase of the Property by Riverbend Properties, Inc. was serviced, including who made the payments, how the payments were made, and from what bank account the

payments were made.

ANSWER: See Number 5 above.

11. Identify and describe with specificity all income to Properties from the date of inception to the present, including the amounts and dates of the income, including, but not limited to, income from timber sales, rent, mining activity, or other.

ANSWER : None

12. Describe the means and methods by which you provided notice to Donny Roth as alleged in your Answer and Responses to the Plaintiffs First Interrogatories.

ANSWER: Notice was provided to Donny Roth of the meeting scheduled for July 27, 2018 in the same form as the attached notice of July 20, 2018.

13. Identify the closing attorney and law firm for the initial purchase of the Property as well as each refinance.

ANSWER: It is believed that the initial purchase was handled by Kenneth C. Anthony, Jr. of The Anthony Law Firm.

14. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 4.

ANSWER: Plaintiff was provided a K-1 each year. He was also sent the Notice referenced above dated July 20, 2018 of the meeting scheduled for July 27, 2018 (Notice) and, after such meeting, was provided the document dated July 27, 2018 as a result of that

meeting (Document).

15. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 5.

ANSWER: Request for Admission No. 5 is how admitted.

16. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 7.

ANSWER: As described above, Plaintiff was provided with the Notice and the Document.

17. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 8.

ANSWER: As noted above, Plaintiff was given notice of the meeting and action to be taken and chose not to attend the meeting.

18. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 10.

ANSWER: See answers above referring to the Notice and Document provided to the Plaintiff.

19. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 13.

ANSWER: See answers above referring to the Notice and

Document provided to the Plaintiff.

20. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 19.

ANSWER: The Notice and Document are proof that there are functioning officers and directors.

21. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 20.

ANSWER: River Bend Sportsman's Resort was properly formed and registered with the Secretary of State. It made all appropriate filings. The Corporation did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

22. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 22.

ANSWER: Riverbend Properties, Inc. was properly formed and registered with the Secretary of State and has made all appropriate filings, all of which were handled by River Bend Sportsman's Resort, Inc.

23. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 25.

ANSWER: Riverbend Properties, Inc. and River Bend Sportsman's Resort, Inc. were properly formed and registered with the Secretary of State, and has made all appropriate filings. The entities did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, the books and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

24. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 31.

ANSWER: Plaintiff never requested any such records until shortly before the commencement of this lawsuit. When the request was received, it was forwarded to the then attorney for River Bend and it was believed that all such documents that existed were supplied.

25. Please identify and produce each and every document, including correspondence, electronic and otherwise, which supports your denial of Requests for Admission number 32.

ANSWER: Plaintiff never requested any such records until shortly before the commencement of this lawsuit. When the request was received, it was forwarded to the then attorney for River Bend and it

was believed that all such documents that existed were supplied.

The Anthony Law Firm, P.A.

BY: Kenneth C. Anthony, Jr.

Kenneth C. Anthony, Jr.

Attorney for Defendants

250 Magnolia St., Spartanburg, SC 29306

(864)582-2355

kanthony@anthonylaw.com

January 24, 2025

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

Donald C. Roth,)

Plaintiff,)

vs.)

The River Bend Sportsman's Resort, Inc.,)

Riverbend Properties, Inc., Ralph N.)

Brendle, Paul J. Barnwell, Robert T. Estes,)

and Paul Lehner,)

Defendants.)

IN THE COURT OF COMMON PLEAS

C.A. No.: 2024-CP-42-01687

**PLAINTIFF'S THIRD
INTERROGATORIES TO
ALL DEFENDANTS**

TO: ALL DEFENDANTS

You are hereby notified to answer under oath, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the following interrogatories, and to serve your answers to the interrogatories upon the undersigned attorneys for the Plaintiff within the time allotted in said Rule:

1. Has the sale of the entirety of the Property (Spartanburg county Tax Map Reference number 2-10-00-004.02) been sold to a third party? If so, identify the dates on which the closings were held and deeds recorded. If not, please provide a description, including acreage, of the Property which has not yet been transferred/sold to a third party.

2. Identify the precise amount for which the Property was sold by River Bend Sportsman's Resort to a third party.

3. Identify the precise amount that you contend was the value of the Property at the time of the sale to a third party.

4. Was the Property appraised in the last 10 years. If so, identify the date of the appraisal and the name of the appraiser.

ROA0533

5. Identify the amount of the note provided by the purchaser to the seller as reflected in the closing documents pertaining to the closing on October 30, 2023.
6. In what state is GCS, Inc. incorporated (referenced on Exhibit "B" of the Purchase and Sale Agreement).
7. Identify the ownership structure and the shareholders of GCS, Inc.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III
Fred W. "Trey" Suggs III, #70222
James H. Cassidy, #1160
Cassidy Coates Price, P.A.
Attorneys for Plaintiff
Post Office Box 10529
Greenville, SC 29603
(864) 349-2600

Greenville, South Carolina
February 21, 2025

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Donald C. Roth,

Plaintiff,

vs.

The River Bend Sportsman's Resort, Inc.,
Riverbend Properties, Inc., Ralph N.
Brendle, Paul J. Barnwell, Robert T. Estes,
and Paul Lehner,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2024-CP-42-01687

**PLAINTIFF'S SECOND REQUEST FOR
PRODUCTION OF DOCUMENTS
TO THE DEFENDANTS**

TO: ALL DEFENDANTS

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that the Defendants produce and permit the Plaintiff to inspect and copy the following documents:

1. Any and all promissory notes or other financing notes related to a real estate closing between The River Bend Sportsman's Resort, Inc., Riverbend Partners, LLC, or any other third-party, including, but not limited to, the closing on October 30, 2023. This requests specifically includes the Seller Note # 1 and #2 referenced in the Purchase and Sale Agreement between The Riverbend Sportsman's Resort, Inc. and Riverbend Partners, LLC.

2. Any and all documents related to seller financing pertaining to the sale of any real estate, including the Property, between The River Bend Sportsman's Resort, Inc. and a third-party, including, but not limited to, Riverbend Partners, LLC.

3. All appraisals and other documents reflecting an evaluation of the Property or any other real estate owned by The River Bend Sportsman's Resort and Riverbend Properties, Inc.

4. Any and all documents reflecting the precise amount that you contend was the value of the Property at the time of the sale to a third party.

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III

Fred W. "Trey" Suggs III, #70222

James H. Cassidy, #1160

Cassidy Coates Price, P.A.

Attorneys for Plaintiff

Post Office Box 10529

Greenville, SC 29603

(864) 349-2600

Greenville, South Carolina
February 21, 2025

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

Donald C. Roth,)

Plaintiff,)

vs.)

The River Bend Sportsman's Resort, Inc.,)

Riverbend Properties, Inc., Ralph N.)

Brendle, Paul J. Barnwell, Robert T. Estes,)

and Paul Lehner,)

Defendants.)

IN THE COURT OF COMMON PLEAS

C.A. No.: 2024-CP-42-01687

CERTIFICATE OF SERVICE

THIS IS TO HEREBY CERTIFY that the undersigned individual has served a copy of Plaintiff's Third Interrogatories to All Defendants and Plaintiff's Second Request for Production of Documents to the Defendants by E-mail as follows:

Kenneth C. Anthony, Jr.
The Anthony Law Firm, PA
250 Magnolia Street
Spartanburg, SC 29306
kanthony@anthonylaw.com
Attorney for the Defendants

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

Michelle Beachum

Michelle Beachum, Paralegal to
Fred W. "Trey" Suggs III

Greenville, South Carolina

February 21, 2025

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Donald R. Roth,

Plaintiff

v.

The River Bend Sportsman's Resort, Inc.,
Riverbend Properties, Inc., Ralph N.
Brendle, Paul J. Barnwell, Robert T. Estes
and Paul Lehner,

)
) IN THE COURT OF COMMON PLEAS
) Case No. 2024-CP-42-01687

)
) SUPPLEMENTAL
) RESPONSE TO PLAINTIFF'S FIRST
) SET OF INTERROGATORIES TO
) RIVERBEND PROPERTIES, INC.

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

RESPONSE:

See original response.

These shareholders would be expected to testify concerning all matters in this case.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

RESPONSE:

See original response.

3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

RESPONSE:

See original response.

4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

RESPONSE:

See original response.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

RESPONSE:

See original response.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

RESPONSE:

All such documents have been provided.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

RESPONSE:

None.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type

of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

RESPONSE:

None.

9. Identify all ownership interests in any real estate owned by this Defendant from March 21, 1985 to the present. With respect to each ownership interest, provide the following:

- a. Date of purchase/acquisition of the property interest;
- b. Type/percentage of interest;
- c. Any use made of the property; and
- d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

RESPONSE: This defendant does not own any real estate. For conveyances during the period of March 21, 1985 to present, please refer to copies of the attached deeds.

10. Set forth a list of assets held by the Defendant from June 4, 1992 to the present, including dates of divestment, if applicable.

RESPONSE:

Attached is a list of real property owned by Riverbend Properties, Inc. It would be impossible to identify and list every asset ever owned by Riverbend Properties, Inc. since 1992.

11. Describe the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity, including their dates of involvement, ownership (if any), titles, roles, and responsibilities from June 4, 1992 to the present.

RESPONSE: See original response.

12. Identify and describe any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement.

RESPONSE: None.

13. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Palmetto Farm Credit on May 26, 1999.

RESPONSE: See original response.

14. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 29, 2001.

RESPONSE: See original response.

15. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Arthur State Bank on August 30, 2002.

RESPONSE: See original response.

16. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a document on July 27, 2018 which purported to transfer title to the Property to Sportsman's Resort "for the payments of principal & interest on Mortgage Note # 10450417 to Arthur State Bank made by River Bend Sportsman's Resort and for all property taxes, insurance, and maintenance paid by River Bend Sportsman's Resort" in exchange for payment of \$60,000 by Sportsman's Resort to Properties upon the sale and closing of the Property

RESPONSE: See original response.

17. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the refinancing of the mortgage on the Property (as described in the Complaint) with Home Trust Bank on May 18, 2021.

RESPONSE: See original response.

18. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a deed transferring the Property from Properties to Sportsman's Resort in exchange for \$10.00, which occurred on October 30, 2023.

RESPONSE: See original response.

19. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

RESPONSE: See original response.

20. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from the date of inception of Defendant to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

RESPONSE: There are no outstanding mortgages. Please refer to copies of satisfied mortgages attached.

21. Identify by full name, address, and telephone number any and all persons, corporations, or entities from which this Defendant issued any equity (i.e., stock, membership interest, etc.) from the date of inception of Defendant to the present, and for each person, corporation, or entity which this Defendant issued any equity, state the amount of equity issued, the monetary value of said

equity, and the date said equity was given. and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

RESPONSE: This Defendant held no such interest.

22. Identify any and all legal entities, such as corporations, limited liability companies, and partnerships, in which this Defendant owned any interest in from June 4, 1992 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

RESPONSE: This Defendant held no such interest.

23. With respect to this Defendant's members and/or stockholders, provide the following information from the date of inception of Defendant to the present: (1) the identity of each shareholder, (2) whether the shareholder still maintains any interest in the Defendant, (3) the compensation received by each shareholder during their membership from Defendant, and (4) the interest owned by each shareholder.

RESPONSE: Riverbend Properties was originally owned as follows:

Donald C. Roth	16.67
Ralph Brendle	16.67
Paul J. Barnwell	16.67
Robert Estes	16.67
Paul Lehner	16.67
Ralph Barnwell	16.67

As to River Bend Sportsman's Resort, the owners are:

	<u>Interest</u>	<u>Amount Paid</u>
Robert Estes	9.5	20,000
Robert chapman	9.5	20,000
Paul Lehner	7.81	20,000
Marcus Barnwell	4.8	sweat equity

Norvin Clontz	3.88	20,000
George Stone	2.91	10,000
William Ledbetter	.8	5,000
William Ledbetter	.8	5,000
Ralph N. Brendle	60	sweat equity

The Plaintiff was, at one time, a shareholder in River Bend Sportsman's Resort and paid \$25,000 for his interest. This was later purchased for \$100,000, so he is no longer a shareholder. Certain of the shareholders listed are now deceased. It is believed that Roth's interest in River Bend Sportsman's Resort was purchased in 1997 and the Barnwell interest was purchased in the early 2000s. As stated repeatedly, the corporate records are not in existence and it is impossible to determine exactly when such transactions occurred.

24. With respect to this Defendant, identify each individual or entity that has served on Defendant's Board of Directors including (1) the date appointed or elected to Defendant's Board of Directors, (2) the length of service, (3) the position held, and (4) whether the individual or entity is still a member of Defendant's Board of Directors.

RESPONSE: Defendant did not have a formal Board of Directors but was managed by the owners. As stated elsewhere, the Company operated informally without specific positions or length of service. Any records cannot be located.

25. From June 4, 1992 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

RESPONSE: None.

26. Set forth a list of any corporate or partnership documents of Defendant and, with respect to each, list any applicable dates and locations, and identify the custodian of the original and/or copy thereof.

RESPONSE: Articles of Incorporation for a Statutory Close Corporation previously provided. See also a copy of the By-Laws attached hereto.

27. Identify all bank accounts that the said Defendant maintained at any time from June 4, 1992 to the present. Set forth specifically and in detail any and all monies or corporate/ personal assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Please refer to the Arthur State Bank Corporation Activity Statement attached.

28. Set forth specifically and in detail any and all monies or corporate/ personal assets the Defendant's shareholders invested in this Defendant, including the amount of money, source of funds, the date of investment, and the identity of the investing individual or entity.

RESPONSE: See original response.

29. Identify any and all contracts, financial records, distribution of shares, between its members and Defendant, along with all modifications, amendments, addenda or documents referred or incorporated into the distribution of shares by reference.

RESPONSE: None.

30. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

- a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;
- b. Each and every fact which qualifies the person identified as an expert;
- c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;
- d. Each and every fact upon which the person identified bases each of his opinions;
- e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

RESPONSE: See original response.

31. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

RESPONSE: None.

32. Do you contend any person or entity other than you is, or may be, liable in whole or in part for the claims asserted against you in this lawsuit? If so, state the full name and address of each such person or entity, the legal basis for your contention, the facts or evidence upon which your contention is based, and whether or not you have notified each such person or entity of your contention.

RESPONSE: See original response.

33. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s)?

RESPONSE: Sale of 34.85 acres by Riverbend Sportsmans Resort, LLC to Thomson Creek, LLC occurred February 5, 2025 at the office of Johnson, Smith, Hibbard, and Wildman. Documents are attached.

34. Has the Defendant ever been profitable? If so, identify the years in which it was profitable.

RESPONSE: No.

35. Has the Defendant ever paid a dividend, If so, identify the years in which it paid a dividend.

RESPONSE: No.

36. Has the Defendant maintained corporate records in the normal course of business from June 4, 1992 to the present. If so, produce a copy of said corporate records.

RESPONSE: Defendant did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

37. Has the Plaintiff received any proceeds from the sale of the Property to Riverbend Partners, LLC? If so, identify the amount and date of the distribution.

RESPONSE: No.

38. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

RESPONSE: See original response.

39. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

RESPONSE: See original response.

40. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

RESPONSE: See original response.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.

Attorney for Defendants
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April 4, 2025

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Donald R. Roth,

Plaintiff

v.

The River Bend Sportsman's Resort, Inc.,
Riverbend Properties, Inc., Ralph N.
Brendle, Paul J. Barnwell, Robert T. Estes
and Paul Lehner,

)
) IN THE COURT OF COMMON PLEAS
) Case No. 2024-CP-42-01687

)
) SUPPLEMENTAL
) RESPONSES TO PLAINTIFF'S FIRST
) SET OF INTERROGATORIES TO
) RIVER BEND SPORTSMAN'S RESORT, INC.

1. Please state the names, current addresses, telephone numbers, and occupations of all persons known by you to be witnesses to the facts involved in this case, and with respect to each person identified, please state, in narrative form, the facts which you believe to be within the knowledge of each such witness, and indicate whether a written or recorded statement has been taken from these witnesses and who has possession of such statement.

RESPONSE:

See original response.

These shareholders would be expected to testify concerning all matters in this case.

2. Set forth a list of photographs, sketches or other prepared documents in your possession that relate to the claims or defenses in the case.

RESPONSE:

See original response.

3. Identify each written document, memorandum, or other writing in your possession, or subject to your custody or control, which pertains to the facts of this case (all claims) and your defenses to the claims.

RESPONSE:

See original response.

4. Identify all photographs, plats, sketches, charts, diagrams, or other prepared documents in your possession or subject to your custody or control which pertain to the facts of this case.

RESPONSE:

See original response.

5. For each person known to you to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the facts known to or observed by such witness or provide a copy of any written or requested statements from such witnesses.

RESPONSE:

See original response.

6. Set forth a list of any and all agreements, contracts, amendments, modifications, and/or memoranda, whether written or oral, between you and any party to this litigation.

RESPONSE:

All documents are being provided.

7. Set forth a list of any and all unprivileged communications between you and any party to this litigation relating to the events alleged in the complaint, including the date of the communication, type of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

RESPONSE:

None.

8. Set forth a list of any and all unprivileged communications between you and any third party relating to the events alleged in the complaint, including the date of the communication, type

of communication, the identity of the individual(s) with whom you communicated, and the substance of each communication.

RESPONSE:

None.

9. Identify all ownership interests in any real estate owned by this Defendant from March 21, 1985 to the present. With respect to each ownership interest, provide the following:

- a. Date of purchase/acquisition of the property interest;
- b. Type/percentage of interest;
- c. Any use made of the property; and
- d. If this Defendant no longer owns an interest, the date of sale or disposition, and the value, if any paid.

RESPONSE: Riverbend Sportsman's Resort currently owns real property described as 33.35 acres, 900 Wilkie Bridge Road, Tax Parcel No. 2-10-00-112.00 and 30.74 acres, Wilkins Bridge Road, Tax Parcel No. 2-10-00-010.00. For property sales between June 4, 1992 to present, please refer to attached printout from the ROD Office for Spartanburg County and copies of the recorded deeds.

10. Set forth a list of assets held by the Defendant from June 4, 1992 to the present, including dates of divestment, if applicable.

RESPONSE:

Attached is a list of real property owned by River Bend Sportsman's Resort, Inc. It would be impossible to list every asset ever owned by River Bend Sportsman's Resort, Inc.

11. Describe the corporate structure of the Defendant, including the names of all managers, officers, owners, directors, shareholders, equity owners, or other persons involved with the entity,

including their dates of involvement, ownership (if any), titles, roles, and responsibilities from June 4, 1992 to the present.

RESPONSE: See original response.

12. Identify and describe any and all lease agreements between the Defendant and any individual or entity, including the names of the parties, the duration of the agreement, and the terms of the agreement.

RESPONSE: None.

13. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the execution of a deed transferring the Property from Properties to sportsman's Resort in exchange for \$10.0, which occurred on October 20, 2023.

RESPONSE: See original response.

14. Identify which of the Defendant's shareholders, employees and/or officers were notified of and consented to the sale of the Property to Riverbend Partners, LLC.

RESPONSE: See original response.

15. Identify by full name, address, and telephone number any and all persons, corporations, or entities from whom this Defendant borrowed any monies from March 21, 1985 to the present, and for each person, corporation, or entity, from which this Defendant borrowed any money, state the name of the borrower, amount of monies borrowed, the dates on which the obligation was satisfied, and the amount still owed, if any.

RESPONSE: Please refer to copies of satisfied mortgages attached. There are no outstanding mortgages. Refer also to notes to Paul Lehner previously provided.

16. Identify by full name, address, and telephone number any and all persons, corporations, or entities from which this Defendant issued any equity (i.e., stock, membership interest, etc.) from

the date of inception of Defendant to the present, and for each person, corporation, or entity which this Defendant issued any equity, state the amount of equity issued, the monetary value of said equity, and the date said equity was given.

RESPONSE: None.

17. Identify any and all legal entities, such as corporations, limited liability companies, and partnerships, in which this Defendant owned any interest in from March 21, 1985 to the present, and with respect to each entity, identify the ownership interest held by this Defendant, the time period this Defendant held such ownership interest, and any positions this Defendant held in each legal entity.

RESPONSE: This Defendant owned no such interest.

18. With respect to this Defendant's members and/or stockholders, provide the following information from March 21, 1985 to the present: (1) the identity of each shareholder, (2) whether the shareholder still maintains any interest in the Defendant, (3) the compensation received by each shareholder during their membership from Defendant, and (4) the interest owned by each shareholder.

RESPONSE: See Response 11 and documents regarding stock transfer by Ralph and Paul Barnwell to Ralph Brendle. The names of all the members and stockholders have been provided elsewhere in these responses. Some of the shareholders are deceased. No shareholder received any compensation. The percentages of ownership has been set forth elsewhere.

19. With respect to this Defendant, identify each individual or entity that has served on Defendant's Board of Directors including (1) the date appointed or elected to Defendant's Board

of Directors, (2) the length of service, (3) the position held, and (4) whether the individual or entity is still a member of Defendant's Board of Directors.

RESPONSE: See Response 11. Defendant did not have a formal Board of Directors but was managed by the owners. As stated elsewhere, the Company operated informally without specific positions or length of service. Any records cannot be located.

20. From March 21, 1985 and continuing to the date of trial of this action, set forth specifically and in detail any and all payments, wages, bonuses, benefits, and perquisites each shareholder, including Ralph Brendle, received from this Defendant, including, but not limited to, draw accounts, insurance, benefits, bonuses, credit accounts, cellular phone accounts, fuel expenses, travel expenses, and company vehicles. With respect to each item identified, set forth the amount paid or benefit given to the shareholder, the date it was paid or benefit given to the shareholder, and identify specifically who authorized the payment or benefit.

RESPONSE: None.

21. Set forth a list of any corporate or partnership documents of Defendant and, with respect to each, list any applicable dates and locations, and identify the custodian of the original and/or copy thereof.

RESPONSE: See 1996 unsigned Articles of Amendment and minutes from joint meeting attached. These documents were located in a digital file of the Anthony Law Firm. Any original or signed copies of such documents cannot be located. It is uncertain whether any of these documents were ever signed.

22. Identify all bank accounts that the said Defendant maintained at any time from March 21, 1985 to the present. Set forth specifically and in detail any and all monies or corporate/ personal

assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Statements have been requested from Arthur State Bank.

23. Set forth specifically and in detail any and all monies or corporate/ personal assets the Defendant's shareholders invested in this Defendant, including the amount of money, source of funds, the date of investment, and the identity of the investing individual or entity.

RESPONSE: See original response.

24. With respect to this Defendant, identify each individual or entity that has served on Defendant's Board of Directors including (1) the date appointed or elected to Defendant's Board of Directors, (2) the length of service, (3) the position held, and (4) whether the individual or entity is still a member of Defendant's Board of Directors.

RESPONSE: See Response 19.

25. List the names, addresses, and telephone numbers of any expert witnesses whom the Defendant proposes to use as a witness at the trial of this case, and, as to each expert so identified, state:

- a. The specific area of expertise in which the Defendant contends the person identified is competent to testify;
- b. Each and every fact which qualifies the person identified as an expert;
- c. Each and every specific opinion(s) such person holds in each area of expertise which is relevant to this matter;
- d. Each and every fact upon which the person identified bases each of his opinions;

e. Each and every theory, premise, contention, or thing, other than a fact which will be established in testimony, upon which such witness bases his opinion.

RESPONSE: See original response.

26. Please state whether the Defendant has been party to any lawsuit in any state or federal court, and if so, please list and describe for each the complete style of the matter (including a complete name of the court in which the lawsuit was filed and the docket/case number of the lawsuit), the date the lawsuit was filed, the attorneys in the matter, and description of the nature of the lawsuit, and the disposition of the lawsuit (and if settled, the amount of the settlement).

RESPONSE: Robert T. Estes v River Bend Sportsman's, Case No. 1998TR4207254.

Due to the age of this case, copies are not readily available but can be requested.

27. Identify all bank accounts that the said Defendant maintained at any time from June 4, 1992 to the present. Set forth specifically and in detail any and all monies or corporate/ personal assets the Defendant's shareholder invested in the Defendant, including the amount of money, source of funds, and investing individual or entity.

RESPONSE: Statements have been requested from Arthur State Bank.

28. Has a closing date been set for the sale of the remainder of the Property held by Riverbend Properties, and if so, what is the date for said closing, and by whom is the transaction being closed (attorney(s))?

RESPONSE: Sale of 34.85 acres by Riverbend Sportsman's Resort, LLC to Thomson Creek, LLC occurred February 5, 2025 at the office of Johnson, Smith, Hibbard, and Wildman. Documents are attached.

29. Has the Defendant ever been profitable? If so, identify the years in which it was profitable.

RESPONSE: No.

30. Has the Defendant ever paid a dividend, If so, identify the years in which it paid a dividend.

RESPONSE: No.

31. Has the Defendant maintained corporate records in the normal course of business from June 4, 1992 to the present. If so, produce a copy of said corporate records.

RESPONSE: Defendant did initially own a corporate book and kept minutes of meetings which were held early on. Unfortunately, that book and any minutes were lost in a move. After the first few years, the directors found little use in meeting and, consequently, there were no meetings or minutes kept.

32. If you contend that any document that was requested by the Plaintiff in its accompanying Request for Production of Documents to the Defendant is privileged, then for each such document identify the privilege you contend is applicable, describe the facts giving rise to the asserted privilege, state the date on which the document was created, state the form of the document (e.g. letter, email, text, fax, memo, etc.), and identify all persons who received the document and/or any copies and/or drafts of the document.

RESPONSE: See original response.

33. Identify each person who provided information or in any manner assisted or contributed to the preparation of your answers to the Plaintiff's First Set of Interrogatories and First Requests for Production.

RESPONSE: See original response.

34. Please set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy. Please also set forth whether coverage has been denied and whether you are being defended under a reservation of rights.

RESPONSE: See original response.

THE ANTHONY LAW FIRM, P.A.

BY: Kenneth C. Anthony Jr.
Kenneth C. Anthony, Jr.
Attorney for Defendants
250 Magnolia St. (29306)
P.O. Box 3565 (29304)
Spartanburg, South Carolina
(864) 582-2355 Phone
(864) 583-9772 Fax
kanthony@anthonylaw.com

April 4, 2025

Kenneth Anthony

From: Kenneth Anthony
Sent: Tuesday, September 24, 2024 8:51 AM
To: Trey Suggs
Cc: Clark Price
Subject: RE: Motion "MCOMPL-Motion/Compel" for Case "2024CP4201687-Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al" was added to a Motions Roster for 9/25/2024 at 2:30 PM

Good with me

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

From: Trey Suggs <tsuggs@cassidycoates.com>
Sent: Monday, September 23, 2024 2:32 PM
To: Kenneth Anthony <kanthony@anthonylaw.com>
Cc: Clark Price <cprice@cassidycoates.com>
Subject: RE: Motion "MCOMPL-Motion/Compel" for Case "2024CP4201687-Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al" was added to a Motions Roster for 9/25/2024 at 2:30 PM

Ken,

Let me know if the attached suits. There's nothing in there that's accusatory or negative toward you or your clients. Trey

Fred W. "Trey" Suggs III
Attorney
e tsuggs@cassidycoates.com
d 864.349.2616

1052 North Church Street, Greenville, SC 29601 P.O. Box 10529, Greenville, SC 29603 p 864.349.2600 | f 864.349.0303
cassidycoates.com

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used or referred to in any marketing or promotional materials. Moreover, any tax advice contained in this e-mail or any attachment hereto is not intended to be used, and cannot be used, to avoid penalties posed under the Internal Revenue Code.

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

From: Kenneth Anthony <kanthony@anthonylaw.com>
Sent: Monday, September 23, 2024 1:46 PM
To: Trey Suggs <tsuggs@cassidycoates.com>
Cc: Clark Price <cprice@cassidycoates.com>
Subject: RE: Motion "MCOMPL-Motion/Compel" for Case "2024CP4201687-Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al" was added to a Motions Roster for 9/25/2024 at 2:30 PM

I'll consent to the order. Want me to prepare it?

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

From: Trey Suggs <tsuggs@cassidycoates.com>
Sent: Monday, September 23, 2024 1:44 PM
To: Kenneth Anthony <kanthony@anthonylaw.com>
Cc: Clark Price <cprice@cassidycoates.com>
Subject: RE: Motion "MCOMPL-Motion/Compel" for Case "2024CP4201687-Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al" was added to a Motions Roster for 9/25/2024 at 2:30 PM

Ken,

Donny won't agree to that. I sent you a letter on this two months ago and never got a response, which forced me to file a motion to compel, which I hate doing. I don't even have basic responses to RFPDs. I'm fine with the Court giving you an additional 30 days, and won't object to that, but I need an order requiring that your clients answer my discovery, including the interrogatories to which you objected and are clearly relevant to our claims. We're not looking for sanctions or anything like that, just an order from the court requiring your clients to fully respond to our discovery. Trey

Fred W. "Trey" Suggs III
Attorney
e tsuggs@cassidycoates.com
d 864.349.2616

1052 North Church Street, Greenville, SC 29601 P.O. Box 10529, Greenville, SC 29603 p 864.349.2600 | f 864.349.0303
https://us-east-2.protection.sophos.com?d=cudasvc.com&u=aHR0cHM6Ly9saW5rcHJvdGVjdC5jdWRhc3ZjLmNvbS91cmw_YT1odHRwcyUzYSUyZiUyZmNhczNpZHIjb2F0ZXMuY29tJmM9RSwxLE9RMFpvVS04VGRNV0Jha1lEckFpd1NxZDJ1MnhVNnBONjJOZDBtWVpzOExTSDI4T3BMaXAteXJRzFtWXI6dVpxTE9BSHMtWURZMnVUdUpodzdz0Z3BvUzJwcWhKWVFLM25Gc3o0M09icXRJbm5POFFGY2FpcmcslCZ0eXBvPTE=&i=NjNiNmZiOGZmYjM5NzkxMjY5ODFhZmU2&t=TURHMLpIWtIRRC9oeINyb1Fvb1JNS1lZV3NWdU1iT2lrYWEzZDdjVhaMD0=&h=29e3ff74a4d84d14a2dd75f15451da46&s=AVNPUEhUTONFTkNSWVBUSVaBtWdF7nXMV1WOpPsk08HT05IvXI5u0B2OgzgEAYfiCA

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

From: Kenneth Anthony <kanthony@anthonylaw.com>

Sent: Monday, September 23, 2024 1:31 PM

To: Trey Suggs <tsuggs@cassidycoates.com>

Subject: RE: Motion "MCOMPL-Motion/Compel" for Case "2024CP4201687-Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al" was added to a Motions Roster for 9/25/2024 at 2:30 PM

Trey, these are not the easiest cats to herd. Can you give me another 30 days to pull together what I can? That's what I'm going to ask the judge if we have the hearing Wednesday. I don't honestly think it's going to be much but I need to be sure I've given you everything there is and I have not been able to get with all these folks.

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

From: Trey Suggs <tsuggs@cassidycoates.com>

Sent: Thursday, August 29, 2024 2:40 PM

To: Kenneth Anthony <kanthony@anthonylaw.com>

Subject: FW: Motion "MCOMPL-Motion/Compel" for Case "2024CP4201687-Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al" was added to a Motions Roster for 9/25/2024 at 2:30 PM

Ken,

Please see the notice of the hearing, below. Thanks, Trey

Fred W. "Trey" Suggs III

Attorney

e tsuggs@cassidycoates.com

d 864.349.2616

1052 North Church Street, Greenville, SC 29601 P.O. Box 10529, Greenville, SC 29603 p 864.349.2600 | f 864.349.0303
[https://us-east-](https://us-east-2.protection.sophos.com?d=cudasvc.com&u=aHR0cHM6Ly9saW5rcHJvdGVjdC5jdWRhc3ZJLmNvbS91cmw_YT1odHRwcyUzYSUyZiUyZmNhc3NpZHIjb2F0ZXMuY29tJmM9RSwxLEEtUndPelRRSIFUVV9zOVphQVd6NWNLUUGZDZ2dOYUtUUKg4VVZHjZnZjZ2ZTF3aTJnQnZGVVdmbGRVSWFWS2FnQkpWdEo3Mmg4YTJSeklrSnVxNI94UVdZbHpobkFFNWs1NE9naTRoJnR5cG89MQ==&i=NjNiNmZiOGZmYjM5NzkyMjY5ODFhZmU2&t=UDhpS2R4NjBBN0wwbXVRc0xuRUprQ1VGcExJa0Y4dzdXa3poZUpVeIV3WT0=&h=cb5d34fad5944c30ba13cf2a77b2b65b&s=AVNPUEhUTONFTkNSWVBUSVaBtWdF7nXMV1WOpPsk08HT05IvXI5u0B2OgzgEAyfiCA)

2.protection.sophos.com?d=cudasvc.com&u=aHR0cHM6Ly9saW5rcHJvdGVjdC5jdWRhc3ZJLmNvbS91cmw_YT1odHRwcyUzYSUyZiUyZmNhc3NpZHIjb2F0ZXMuY29tJmM9RSwxLEEtUndPelRRSIFUVV9zOVphQVd6NWNLUUGZDZ2dOYUtUUKg4VVZHjZnZjZ2ZTF3aTJnQnZGVVdmbGRVSWFWS2FnQkpWdEo3Mmg4YTJSeklrSnVxNI94UVdZbHpobkFFNWs1NE9naTRoJnR5cG89MQ==&i=NjNiNmZiOGZmYjM5NzkyMjY5ODFhZmU2&t=UDhpS2R4NjBBN0wwbXVRc0xuRUprQ1VGcExJa0Y4dzdXa3poZUpVeIV3WT0=&h=cb5d34fad5944c30ba13cf2a77b2b65b&s=AVNPUEhUTONFTkNSWVBUSVaBtWdF7nXMV1WOpPsk08HT05IvXI5u0B2OgzgEAyfiCA

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

From: Courtmail42_DoNotReply@sccourts.org <Courtmail42_DoNotReply@sccourts.org>

Sent: Thursday, August 29, 2024 9:35 AM

To: Trey Suggs <tsuggs@cassidycoates.com>

Cc: mmartinez@spartanburgcounty.org

Subject: Motion "MCOMPL-Motion/Compel" for Case "2024CP4201687-Donald C. Roth VS The River Bend Sportsman'S Resort, Inc. , defendant, et al" was added to a Motions Roster for 9/25/2024 at 2:30 PM

The non-jury motions for Wednesday, September 25, 2024, have posted on the judicial website. The hearings will be held in-person before the Honorable J Mark Hayes, II in courtroom 6C, on the sixth floor of the Spartanburg County Judicial Center located at 180 Magnolia Street Spartanburg SC 29306. All morning hearings will be called at 9:30am and all afternoon hearings will be called at 2:30pm. If you have any questions, please contact Maribel M Martinez, by email at mmartinez@spartanburgcounty.org or by phone at 864-596-3967.

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## Kenneth Anthony

---

**From:** Trey Suggs <tsuggs@cassidycoates.com>  
**Sent:** Tuesday, March 11, 2025 1:27 PM  
**To:** pfantj@sccourts.org; 'Fant, Patrick III Law Clerk (Joshua Dressendorfer)'  
**Cc:** Kenneth Anthony  
**Subject:** Donald Roth v. The River Bend Sportsman's Resort, Inc., CA 2024-CP-20-1687- order granting motion and rule to show cause  
**Attachments:** 01.24.2025 Order Granting Plaintiff's Motion for Order and Rule to Show Cause.pdf; 01.30.2025 Ltr to Anthony re supp disc deficiencies.pdf; 02.27.2025 Ltr to Anthony re Fees.pdf

Caution! This message was sent from outside your organization.

Report

Dear Judge Fant,

As you may recall, you heard the Plaintiff's motion for order and rule to show cause in the above-referenced matter in Spartanburg on January 8, 2024. You ruled in the Plaintiff's favor, granting the motion and awarding fees and costs. You also stated that you were retaining jurisdiction over the motion. I am attaching a copy of that order. Y

As noted in the order, you allowed the Defendants 30 days to make payment and 45 days to comply with the balance of the order, including fully responding to the discovery requests. Unfortunately, the Defendants have met neither obligation; they have not provided a check or fully responded to the discovery requests. It should be noted that the Defendants did supplement their responses to the Plaintiff's first requests for production, but did not so fully. In fact, they continue to object to discovery which this Court ruled (twice) that they must answer. As mentioned during the hearing, the Defendants have not produced a single email, which defies commonsense. They have failed to date to produce any electronic communications, not to mention a host of other records and documents that we requested. They have also failed to provide supplemental answers to interrogatories as ordered. In fact, we still do not have the basic bank account information that was requested. I am attaching a letter of January 30, 2025 addressing the discovery deficiencies with Mr. Anthony, as well as another letter of February 27 advising Mr. Anthony of the delinquent payment of fees and costs, as well as the ongoing obligation to supplement discovery. We did not receive a response to either letter.

We are asking the Court to consider further sanctions, as you indicated in the order that you would consider. We request an award of additional fees and costs, as well as striking the Defendants' Answer for willfully refusing to comply with the orders of this Court.

We appreciate your consideration. Please advise if additional information is needed from the Plaintiff.

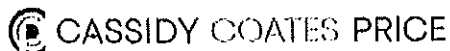
Sincerely, Trey Suggs

**Fred W. "Trey" Suggs III**

Attorney

e tsuggs@cassidycoates.com

d 864.349.2616



1052 North Church Street, Greenville, SC 29601

P.O. Box 10529, Greenville, SC 29603

p 864.349.2600 | f 864.349.0303

[cassidycoates.com](http://cassidycoates.com)

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THE ANTHONY  
LAW FIRM, P.A.

March 18, 2025

Via email to pfantsc@sccourts.org

Hon. Patrick C. Fant, III  
Greenville County Courthouse  
305 E. North Street  
Greenville, SC 29601

250 Magnolia Street  
Spartanburg SC 29306  
P.O. Box 3565  
Spartanburg SC 29304  
t 864 582 2355  
f 864 583 9772  
www.anthonylaw.com

**Re: Donald C. Roth v. The River Bend Sportsman's Resort, et al**  
**Case No. 2024CP4201687**

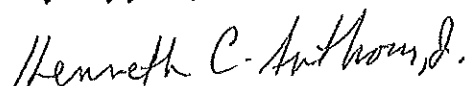
Dear Judge Fant:

I have the emails from Trey Suggs complaining of our deficiencies and discovery responses. I do not know much more to say than I have in my response which is that my client says they have produced everything they have.

We have provided bank account information. As the Court noted, some of these banks they requested are not even in business anymore and probably were not used for any of these transactions. The Plaintiff has issued a subpoena to banks and others to which we have made no objection. We authorized the release of the file from a previous attorney and I have supplied what I have in my file, without objection or claiming privilege. Just because the Plaintiff believes that certain things exist does not mean that they do. My client cannot produce what they do not have. Plaintiff can continue to explore through discovery and depositions if the Plaintiff believes there are things which are withheld. Mr. Suggs and I had agreed that the Defendants' personal financial information would be withheld at this point and produced later if necessary. If things turn up in further discovery that should have been disclosed, my client would then have to be responsible for that. At this point, we have disclosed and produced everything that I am told exists.

As to the fees and costs, that is my failing. We had the funds and apparently my office did not send them out in a timely manner but they are going out today. I am sorry to have to trouble the Court with this.

Very truly yours,



Kenneth C. Anthony, Jr.

KCAjr:cmh

cc: Fred W. Suggs, III, Esq.

ROA0566



THE ANTHONY  
LAW FIRM, P.A.

250 Magnolia Street  
Spartanburg SC 29306  
P.O. Box 3565  
Spartanburg SC 29304  
t 864 582 2355  
f 864 583 9772  
www.anthonylaw.com

April 8, 2025

Via email to [pfantsc@sccourts.org](mailto:pfantsc@sccourts.org)  
Hon. Patrick C. Fant, III  
Greenville County Courthouse  
305 E. North Street  
Greenville, SC 29601

Re: *Donald C. Roth v. The River Bend Sportsman's Resort, et al*  
Case No. 2024CP4201687

Dear Judge Fant:

I wanted to let the Court know that we have been doing everything humanly possible responsive to the voluminous discovery requests in this case. We have not disregarded these requests nor the Court's order.

We have sent Trey Suggs everything we have been able to come up with so far. As we have repeatedly represented, the corporate records, such as they had, cannot be located. I am sending everything that we had on our computer even though they are not signed so I cannot say whether they are part of the corporate records or not. We found these in a further computer search but, as I say, I cannot attest as to whether they are accurate corporate records or not since none of them are signed. Presumably, some were signed and placed in the corporate records but they cannot be located.

We have provided bank records. As stated earlier, we have signed a release to allow the Plaintiff to obtain any records from financial institutions. We have not objected to any subpoenas. We have signed a release for the file of another attorney who represented River Bend prior to this litigation. We have released our entire file.

This letter is to request an extension of at least thirty (30) days from your prior order. Mr Suggs and I had agreed that personal financial information of the individual defendants would not need to be disclosed at this time. We are producing records of transactions, which are public record in any event. We have produced everything we have to date. As represented earlier, there are simply records that do not exist at this point that would give exact dates or amounts. Striking of an Answer is a drastic remedy that should not be exercised lightly as we are working in good faith to answer any questions. The amount of information being requested here is huge. We would request an additional thirty (30) days to see if we can find anything else that would be

ROA0567

Hon. Patrick C. Fant, III  
April 8, 2025  
Page 2

responsive and are working in good faith to do so. At a minimum, we would request a further hearing at which we could present to the Court everything that we have produced and are attempting to produce. We are still in the discovery period in this case and it has not been set for trial or even for status conference. We are not trying to delay the proceedings. To the contrary, we are producing items which might not be discoverable in any event in the interest of making full disclosure of what we have available.

Thank you for your consideration.

Very truly yours,



Kenneth C. Anthony, Jr.

KCAjr:cmh  
cc: Fred W. Suggs, III, Esq.

ROA0568

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

IN THE CIRCUIT COURT  
7<sup>TH</sup> JUDICIAL CIRCUIT

Donald C Roth

Plaintiff(s),

EXHIBIT LIST

The River Bend Sportsman  
Resort, Inc, et al Defendant(s).

Docket No. 2024CP4201487

|                                             |                                                   |
|---------------------------------------------|---------------------------------------------------|
| Plaintiff Attorney:<br><u>Fred W. Suggs</u> | Defendant Attorney:<br><u>Kenneth Anthony, Jr</u> |
| Courtroom:<br><u>6C</u>                     | Judge:<br><u>Webex Recording System</u>           |

| PLT | Exhibit Description            | DEF | Exhibit Description |
|-----|--------------------------------|-----|---------------------|
| 1.  | Current River Bend Shrubbers   |     |                     |
| 2.  | Certificate                    | 2.  |                     |
| 3.  | Certificate                    | 3.  |                     |
| 4.  | River Bend Properties SH       | 4.  |                     |
| 5.  | SC Title Summary               | 5.  |                     |
| 6.  | Deed History                   | 6.  |                     |
| 7.  | River bend properties Mortgage | 7.  |                     |
| 8.  | letter                         | 8.  |                     |
| 9.  | 2019 Tax Form                  | 9.  |                     |
| 10. | title to Real estate           | 10. |                     |
| 11. | purchase + Sale Agreement      | 11. |                     |
| 12. | Appraisal report               | 12. |                     |
| 13. | Appraisal of Real property     | 13. |                     |
| 14. |                                | 14. |                     |
| 15. |                                | 15. |                     |

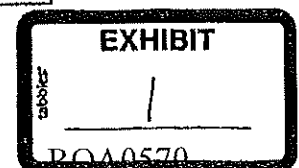
Date 8/5/25

Yvonne Ym... Deputy Clerk of Court

Tony Massery Witness

**River Bend Sportman's Resort  
STOCKHOLDERS  
Current River Bend Stockholders**

| Shareholders                                                     | No. of Shares  | Percent      |
|------------------------------------------------------------------|----------------|--------------|
| William J Ledbetter, Custodian<br>for James Paul Ledbetter       | 2,000          | 0.08         |
| William J Ledbetter, Custodian<br>for John David Keels Ledbetter | 2,000          | 0.08         |
| Norvin Clontz                                                    | 9,697          | 3.9          |
| George Stone                                                     | 7,273          | 2.9          |
| Marcus Barnwell                                                  | 12,010         | 4.8          |
| Paul Lehner                                                      | 19,520         | 7.8          |
| Robert Chapman                                                   | 23,750         | 9.5          |
| Robert Estes                                                     | 23,750         | 9.5          |
| Ralph Barnwell                                                   | 25,000         | 10           |
| Paul Barnwell                                                    | 25,000         | 10           |
| Ralph Brendle                                                    | 50,000         | 20           |
| Donald C. Roth                                                   | 50,000         | 20           |
| <b>TOTALS</b>                                                    | <b>250,000</b> | <b>98.56</b> |



INCORPORATED UNDER THE LAWS OF

THE STATE OF  
SOUTH CAROLINA

14



# The Riverbend Sportsman's Resort, Inc.

250,000 SHARES OF STOCK. PAR VALUE \$1.34 PER SHARE.

This Certifies that DONALD C. ROTH is the owner of  
FIFTY THOUSAND (50,000) fully paid  
and non-assessable Shares of the Capital Stock of the above named Corporation  
and non-transferable only on the books of the Corporation by the holder hereof in person or  
by duly authorized Attorney upon surrender of this Certificate properly endorsed.

SEIN Witness My hand, the said Corporation has caused this Certificate to be signed by its duly authorized officers  
and its Corporate Seal to be hereunto affixed this 13TH day of SEPTEMBER A. D. 19 93

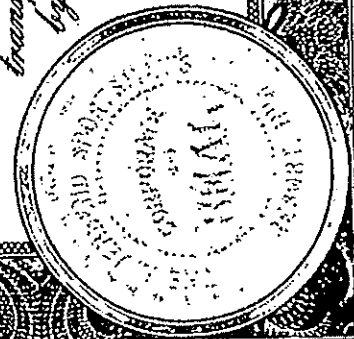
SECRETARY/TREASURER

PRESIDENT

EXHIBIT

Labels

2



ROA0571

NUMBER 2

INCORPORATED UNDER THE LAWS OF

THE STATE OF  
SOUTH CAROLINA

SHARES 166.66



# Riverbend Properties, Inc.

100,000 SHARES OF STOCK, PAR VALUE \$100 PER SHARE.

The rights of the shareholders in a Statutory Close Corporation may differ materially from the rights of shareholders in other corporations. Copies of the Articles of Incorporation and By-Laws, Shareholders' Agreements and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation.

*This Certifies that*

Donald C. Roth

is the owner of

166.66

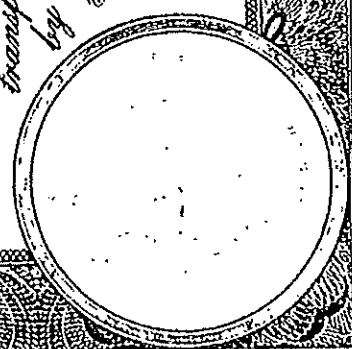
fully paid

and non-assessable Shares of the Capital Stock of the above named Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

SEEN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 4th day of June A.D. 1992

*Paul A. Hall*  
SECRETARY

*Paul A. Hall*  
PRESIDENT



EXHIBIT

3

# EXPLANATION OF ABBREVIATIONS

The following abbreviations, when used in the inscription of ownership on the face of this certificate, shall be construed as if they were written out in full according to applicable laws or regulations. Abbreviations, in addition to those appearing below, may be used.

JT TEN As joint tenants with right of survivorship and not as tenants in common  
TEN COM As tenants in common

TEN ENT  
UNIF GIFT MIN ACT  
CUST

As tenants by the entireties  
Uniform Gifts to Minors Act  
Custodian for

For Value Received, \_\_\_\_\_ hereby sell, assign and transfer unto

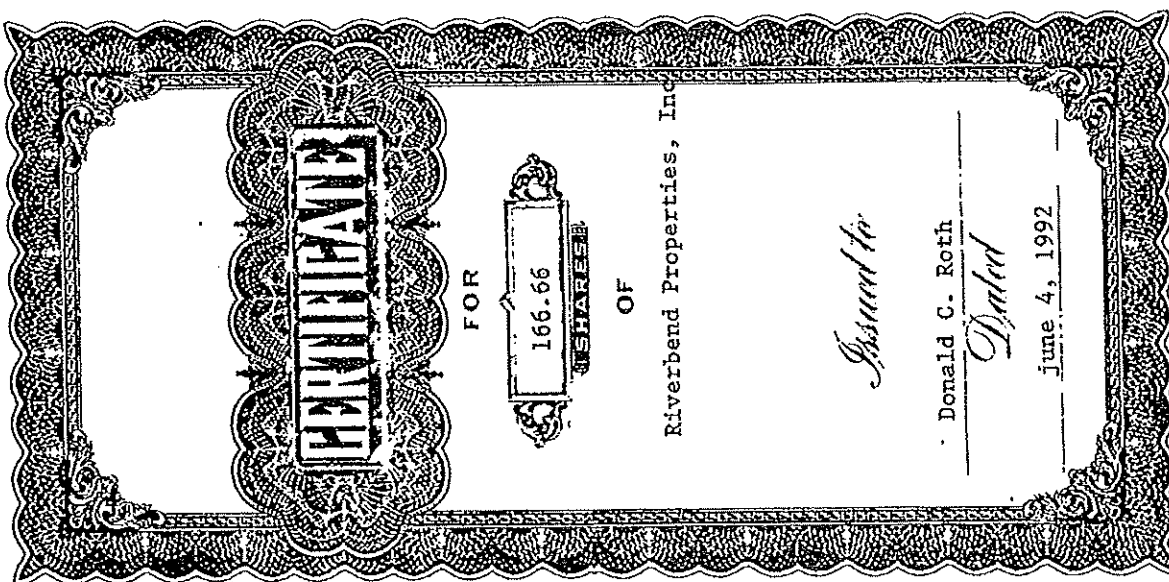
PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_ Shares represented by the within  
Certificate, and do hereby irrevocably constitute and appoint

\_\_\_\_\_ Attorney  
to transfer the said Shares on the books of the within named Corporation with  
full power of substitution in the premises.

Dated \_\_\_\_\_ 19 \_\_\_\_\_  
In presence of \_\_\_\_\_

NOTICE: THE SIGNATURE OF THE ASSIGNEE MUST CORRESPOND WITH THE  
NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE. IN EVENT AN INDIVIDUAL  
WITHOUT ATTORNEY OR BALANCEMENT OR ANY CHANGE SHARED



The shares represented by this certificate were issued by the corporation pursuant to exemptions from registration under both the federal and South Carolina securities laws. Such exemptions may prohibit certain transfers of these shares. Therefore, none of the shares (nor any interest in such shares) may be transferred in any manner whatsoever (either voluntarily or involuntarily, directly or indirectly, by pledge, sale, gift, levy or any other attempted method of transfer) without the prior written consent of the shareholders of the corporation that such transfer is permitted, or the prior written opinion of an attorney licensed to practice law in South Carolina who was appointed in writing by the shareholders of the corporation to render such opinion, that such transfer is permitted.

Riverbend Properties, Inc., and its shareholders have filed an election that the corporation be taxed under the provisions of Subchapter S of the Internal Revenue code. This subchapter limits the number and type of persons who may own shares of this company. Therefore, until such election is voluntarily revoked, none of the shares represented by this certificate may be transferred in any manner whatsoever without the prior written consent of the shareholders or the prior written consent of an attorney appointed in writing by the shareholders of the corporation to give such opinion, that such transfer will not cause the subchapter S Election to be terminated. Any attempted transfer in violation of this provision is void.

**River Bend Properties  
STOCKHOLDERS**

| <b>Shareholders</b> | <b>No. of Shares</b> | <b>Percent</b>   |
|---------------------|----------------------|------------------|
| Paul Lehner         | 166.66               | 16.66678         |
| Robert Estes        | 166.66               | 16.66678         |
| Ralph Barnwell      | 166.66               | 16.66678         |
| Paul Barnwell       | 166.66               | 16.66678         |
| Ralph Brendle       | 166.66               | 16.66678         |
| Donald C. Roth      | <u>166.66</u>        | <u>16.66678</u>  |
| <b>TOTALS</b>       | <b>999.96</b>        | <b>100.00068</b> |







**ROGERS TOWNSEND**  
ATTORNEYS AT LAW

Search Type: LIMITED UPDATE

South Carolina Title Summary

File #: 018613-01249 County: SPARTANBURG  
Start Date of Search: 7-24-1992 End Date of Search: 1-5-2024 Source File: \_\_\_\_\_  
Property Address: WILKIE BRIDGE ROAD  
Legal Description: SEE DEEDS  
Current Owner: RIVERBEND PARTNERS LLC (LOTS 1-14 & 118.69 AC) -also- the RIVER BEND SPORTSMAN'S RESORT INC (remainder 395.23 les conveyed)  
Vesting: Recorded: 10-31-23 Book: 144B Page: 84  
Recorded: 10-31-23 Book: 144B Page: 74  
Plat References: 184-33, 184-341

**Taxes:**

Parcel #: MULTIPLE

Is there a Pending Tax Sale? Yes ☐ No ☒ If Yes - Attach Tax Sale Form

Are there Delinquent Property or Mobile Home Taxes? Yes ☐ No ☒

Are there Roll Back Taxes? Yes ☒ No ☐

Tax History (Items which will have penalties or interest):

|         |    |    |       |                                     |           |                          |         |               |
|---------|----|----|-------|-------------------------------------|-----------|--------------------------|---------|---------------|
| County: | 20 | 23 | Paid: | <input checked="" type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | <u>444.31</u> |
|         | 20 | 22 | Paid: | <input checked="" type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | <u>671.61</u> |
|         | 20 | 21 | Paid: | <input checked="" type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | <u>466.62</u> |
|         | 20 |    | Paid: | <input type="checkbox"/>            | Not Paid: | <input type="checkbox"/> | Amount: | _____         |

\*CALL TAX OFFICE AND CONFIRM  
ALL TAXES ON ALL PARCELS

Mobile Home on Property?: Yes ☐ No ☒ If yes - TMS or Decal #: \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Serial Number \_\_\_\_\_

Are Mobile Home taxes combined with Land taxes? Yes ☐ No ☐

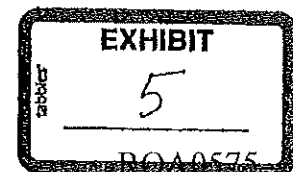
Has Mobile Home Lien Affidavit been recorded? Yes ☐ No ☐ If yes, Book \_\_\_\_\_ Page \_\_\_\_\_

Has Mobile Home Retirement Affidavit been recorded? Yes ☐ No ☐ If yes, Book \_\_\_\_\_ Page \_\_\_\_\_

|    |  |       |                          |           |                          |         |       |
|----|--|-------|--------------------------|-----------|--------------------------|---------|-------|
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | _____ |
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | _____ |
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | _____ |
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | _____ |

Other Taxes Assessed? Yes ☒ No ☐ If yes - Type: Roll Back

|    |  |       |                          |           |                          |         |                 |
|----|--|-------|--------------------------|-----------|--------------------------|---------|-----------------|
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | <u>call tax</u> |
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | <u>office</u>   |
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | _____           |
| 20 |  | Paid: | <input type="checkbox"/> | Not Paid: | <input type="checkbox"/> | Amount: | _____           |



**MORTGAGES**Yes: ☒No: ☐

(If yes, complete below section)

**Mortgage:**

PALMETTO FARM CREDIT, ACA

Recorded: 8-12-92 Book: 1504 Page: 895

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Other: \_\_\_\_\_

**Mortgage:**

HOMETRUST BANK

Recorded: 10-31-23 Book: 6663 Page: 36

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Other: \_\_\_\_\_

**Mortgage:**

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Other: \_\_\_\_\_

**Mortgage:**

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Assigned: \_\_\_\_\_

Recorded: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Other: \_\_\_\_\_

JUDGMENTS (In Chain) Yes: ☐  
Plaintiff:

No: ☒ (If yes, complete below section)  
Recorded: Case Number:

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

LIS PENDENS Yes: ☐  
Recorded:

No: ☒ (If yes, complete below section)  
Judgment/Roll: Associated CP Case:

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

LIENS Yes: ☐

No: ☐ (If yes, complete below section)

FEDERAL TAX LIENS:

Recorded:

Book/Page or Judgment Roll:

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

STATE TAX LIENS:

Recorded:

Book/Page or Judgment Roll:  
SEE ALL DOR/DEW INDEX

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

MECHANICS LIENS:

Recorded:

Book/Page or Judgment Roll:

12-21-15

35-605

HOA ASSESSMENT:

Recorded:

Book/Page or Judgment Roll:

|  |  |
|--|--|
|  |  |
|--|--|

MENTAL HEALTH LIENS:

Recorded:

Book/Page or Judgment Roll:

|  |  |
|--|--|
|  |  |
|--|--|

WATER & SEWER LIENS:

Recorded:

Book/Page or Judgment Roll:

|  |  |
|--|--|
|  |  |
|--|--|

MISCELLANEOUS LIENS:

Recorded:

Book/Page or Judgment Roll:

|  |  |
|--|--|
|  |  |
|--|--|

UCCs:

Recorded:

Book/Page or Judgment Roll:

|  |  |
|--|--|
|  |  |
|--|--|

ROA0577

EASEMENTS & RESTRICTIONS Yes: ☒ No: ☐ (If yes, complete below section)

|  |                                                         |  |
|--|---------------------------------------------------------|--|
|  | RESTR 59W-469                                           |  |
|  | LEASE AND ROYALTY<br>AGREEMENT 59T-84<br>(sand removal) |  |
|  |                                                         |  |

ESTATES (Current Owner/Mortgagor) Yes: ☐ No: ☒ (If yes, complete below section)

|                  | Open <input type="checkbox"/> Closed <input type="checkbox"/> | Open <input type="checkbox"/> Closed <input type="checkbox"/> | Open <input type="checkbox"/> Closed <input type="checkbox"/> |
|------------------|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|
| Estate #         |                                                               |                                                               |                                                               |
| Name of Decedent |                                                               |                                                               |                                                               |
| PR Listed        | Yes <input type="checkbox"/> No <input type="checkbox"/>      | Yes <input type="checkbox"/> No <input type="checkbox"/>      | Yes <input type="checkbox"/> No <input type="checkbox"/>      |
| Heirs Listed     | Yes <input type="checkbox"/> No <input type="checkbox"/>      | Yes <input type="checkbox"/> No <input type="checkbox"/>      | Yes <input type="checkbox"/> No <input type="checkbox"/>      |

Have the Heirs Been Checked Across the Board? Yes ☐ No ☐

Names Checked:

|  |
|--|
|  |
|--|

COMMENTS

\*CAME UP FROM DEED 59D-358 \*GETS RATHER CONVOLUTED - ADVISE IF ANYTHING ELSE IS NEEDED

\*NAME 144K-498

\*SEE ALL OUT CONVEYANCES

\*LOTS (14 lots the Sanctuary@River Bend) HAVE TMS NUMBERS, BUT NO PROPERTY SHEETS YET, TAXES UNDER PARENT TMS

\*SUBJECT PROPERTY IS ACREAGE - ROLL BACK TAXES APPLY PER PROPERTY SHEET. CALL TAX OFFICE

\*MTG 6678-208, DEED 144L-448 FOR REFERENCE

\*The large parcel tms 2-10-00-004.02 is on both sides of the road, with 118.69 ac deeded in 144B-341. See all plats/deeds

LC

Abstractor

Names Checked:

the Riverbend Sportsman's Resort Inc, the River Bend Sportsman's  
Resort Inc, Riverbend Properties Inc, Riverbend Partners LLC

\*We do not certify as to the accuracy of the Public Records\*

DISCLAIMER

This Title Summary is not an opinion of title but merely a recital of the public records. This Title Summary is made to and for the benefit of Rogers, Townsend & Thomas, PC clients. It is personal to such and is not transferable, assignable, or saleable by such client to any third party.

NOTE: Please verify state liens on borrowers, sellers or buyers by entering their Social Security or FEIN number in the new lien registry.

<https://dor.sc.gov/liens>.

ROA0578

## Spartanburg County, SC

## Summary

Parcel ID 2-10-00-004.02  
 Account # 21162  
 Millage Group 1400 - 2LWNP - SD2/LIBERCHESFINGRVL WATER/NEW PROSPECT FIRE  
 Land Size 322.15 AC  
 Utilities  
 Fire District NPF  
 Site Conditions PAVED  
 Location Address WILKIE BRIDGE RD  
 INMAN 29349  
 Legal Description W OF WILKIE BRIDGE RD & S OF WILKINS FORD RD  
 (Note: Not to be used on legal documents)  
 Neighborhood 9992  
 Property Usage Qualified Agricultural Farm Vacant (4AGL)

## Owners

RIVERBEND PROPERTIES INC  
 PO BOX 279  
 FINGERVILLE SC 29338

## Exemptions

| Exemption | Year | Grant Year | Amount |
|-----------|------|------------|--------|
| Homestead | 2003 | 0          | \$0.00 |

## Valuations

|                              | 2023               | 2022               | 2021               | 2020               |
|------------------------------|--------------------|--------------------|--------------------|--------------------|
| Market Land Value            | \$2,609,028        | \$1,811,825        | \$1,971,825        | \$1,971,825        |
| + Market Improvement Value   | \$0                | \$0                | \$0                | \$0                |
| + Market Misc Value          | \$0                | \$0                | \$0                | \$0                |
| <b>Total Market Value</b>    | <b>\$2,609,028</b> | <b>\$1,811,825</b> | <b>\$1,971,825</b> | <b>\$1,971,825</b> |
| Taxable Land Value           | \$2,609,028        | \$1,811,825        | \$1,971,825        | \$1,971,825        |
| + Taxable Improvement Value  | \$0                | \$0                | \$0                | \$0                |
| + Taxable Misc Value         | \$0                | \$0                | \$0                | \$0                |
| - Ag Credit Value            | (\$2,575,938)      | (\$1,778,735)      | (\$1,938,735)      | (\$1,938,735)      |
| <b>Total Taxable Value</b>   | <b>\$33,090</b>    | <b>\$33,090</b>    | <b>\$33,090</b>    | <b>\$33,090</b>    |
| Assessed Land Value          | \$1,324            | \$1,324            | \$1,324            | \$1,324            |
| + Assessed Improvement Value | \$0                | \$0                | \$0                | \$0                |
| + Assessed Misc Value        | \$0                | \$0                | \$0                | \$0                |
| <b>Total Assessed Value</b>  | <b>\$1,324</b>     | <b>\$1,324</b>     | <b>\$1,324</b>     | <b>\$1,324</b>     |

## Land

| Land Use       | Number of Units | Unit Type | Land Type | Frontage | Depth |
|----------------|-----------------|-----------|-----------|----------|-------|
| 4 AG FV (4AGL) | 20.00           | NonTimber | ACRE      | 0        | 0     |
| 4 AG FV (4AGL) | 19.15           | NonTimber | ACRE      | 0        | 0     |
| 4 AG FV (4AGL) | 70.00           | Timber    | ACRE      | 0        | 0     |
| 4 AG FV (4AGL) | 173.00          | Timber    | ACRE      | 0        | 0     |
| 4 AG FV (4AGL) | 40.00           | NonTimber | ACRE      | 0        | 0     |

## Sales

| Sale Date | Sale Price | Instrument | Instrument Number    | Deed Book | Deed Page | Sale Qualification  | Vacant or Improved | Grantor | Grantee |
|-----------|------------|------------|----------------------|-----------|-----------|---------------------|--------------------|---------|---------|
| 8/1/1992  | \$0        |            | <u>DEE-1992-7826</u> | 59D       | 358       | Unqualified - OTHER | Improved           |         |         |
| 6/1/1971  | \$0        |            | <u>DEE-1971-4101</u> | 38E       | 352       | Unqualified - OTHER | Improved           |         |         |

No data available for the following modules: Fees, Buildings, Commercial Buildings, Mobile Home Buildings, Yard Items, Sketches, Photos.

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 Last Data Upload: 3/12/2024, 2:30:47 AM

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Developed by



# Spartanburg County ONLINE TAX PAYMENT

## Tax Search

## County Information

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[Contact Us \(TaxesContact.aspx\)](#)

## Search Parameters

Search Type:

☐ Vehicle

☐ Real Estate

☐ Personal

☐ Watercraft

☒ All

Payment Status:

☐ Unpaid

☐ Paid

☒ All

Tax Year:

All ▾

Search By:

Map Number ▾

2-10-00-004.02

Please enter your tax map number. Example: 2-11-05-007.00

Search

Clear Search

| Receipt No. | Name / Property<br>Address     | Year | Description                | Identification No. | Type       | Status | Payment<br>Date | Amount   |
|-------------|--------------------------------|------|----------------------------|--------------------|------------|--------|-----------------|----------|
| 152742233   | RIVERBEND<br>PROPERTIES<br>INC | 2023 | WILKIE<br>BRIDGE<br>RD     | 2-10-00-004.02     | RealEstate | Paid   | 01/11/24        | \$444.31 |
| 145952223   | RIVERBEND<br>PROPERTIES<br>INC | 2022 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02     | RealEstate | Paid   | 09/07/23        | \$671.61 |
| 145398213   | RIVERBEND<br>PROPERTIES<br>INC | 2021 | WILKIE<br>BRIDGE<br>RD     | 2-10-00-004.02     | RealEstate | Paid   | 01/26/22        | \$466.62 |
| 140351203   | RIVERBEND<br>PROPERTIES<br>INC | 2020 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02     | RealEstate | Paid   | 05/19/21        | \$603.58 |
| 149055193   | RIVERBEND<br>PROPERTIES<br>INC | 2019 | WILKIE<br>BRIDGE<br>RD     | 2-10-00-004.02     | RealEstate | Paid   | 03/23/20        | \$510.38 |
| 145184173   | RIVERBEND<br>PROPERTIES<br>INC | 2017 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02     | RealEstate | Paid   | 10/26/18        | \$635.82 |
| 145235163   | RIVERBEND<br>PROPERTIES<br>INC | 2016 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02     | RealEstate | Paid   | 07/28/17        | \$575.82 |
| 142972153   | RIVERBEND<br>PROPERTIES<br>INC | 2015 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02     | RealEstate | Paid   | 09/13/16        | \$575.82 |
| 141950143   | RIVERBEND<br>PROPERTIES<br>INC | 2014 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02     | RealEstate | Paid   | 11/10/15        | \$685.52 |
| 135826133   | RIVERBEND<br>PROPERTIES<br>INC | 2013 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02     | RealEstate | Paid   | 07/09/14        | \$550.78 |

|           |                                |      |                            |                |            |      |          |          |
|-----------|--------------------------------|------|----------------------------|----------------|------------|------|----------|----------|
| 135999123 | RIVERBEND<br>PROPERTIES<br>INC | 2012 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02 | RealEstate | Paid | 11/05/13 | \$662.44 |
| 131762113 | RIVERBEND<br>PROPERTIES<br>INC | 2011 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02 | RealEstate | Paid | 10/30/12 | \$600.63 |
| 131303103 | RIVERBEND<br>PROPERTIES<br>INC | 2010 | WILKIE<br>BRIDGE<br>RD ... | 2-10-00-004.02 | RealEstate | Paid | 11/01/11 | \$661.09 |
| 128521093 | RIVERBEND<br>PROPERTIES<br>INC | 2009 | WILKIE<br>BRIDGE<br>RD     | 2-10-00-004.02 | RealEstate | Paid | 03/18/10 | \$470.31 |
| 130840083 | RIVERBEND<br>PROPERTIES<br>INC | 2008 | WILKIE<br>BRIDGE<br>RD     | 2-10-00-004.02 | RealEstate | Paid | 03/18/09 | \$462.32 |
| 125356073 | RIVERBEND<br>PROPERTIES<br>INC | 2007 | WILKIE<br>BRIDGE<br>RD     | 2-10-00-004.02 | RealEstate | Paid | 03/19/08 | \$502.81 |



# Spartanburg County ONLINE TAX PAYMENT

## Record Information

Notice #: 145952223

Status: Paid

Date Paid: 09/07/23

Issue Date: 10/26/22

## Tax Information

|                   |                          |                     |  |
|-------------------|--------------------------|---------------------|--|
| Name:             | RIVERBEND PROPERTIES INC |                     |  |
| Tax Year:         | 2022                     |                     |  |
| District/Levy:    | 2LWNPF / 353.5           |                     |  |
| City/Levy:        | / 0                      |                     |  |
| Total Appraisal:  | 33,090                   |                     |  |
| Total Assessed:   | 1,320                    |                     |  |
| Assessment Ratio: | Land Appraisal:          | Building Appraisal: |  |
| 4%                | 33,090                   | 0                   |  |

## Property Information

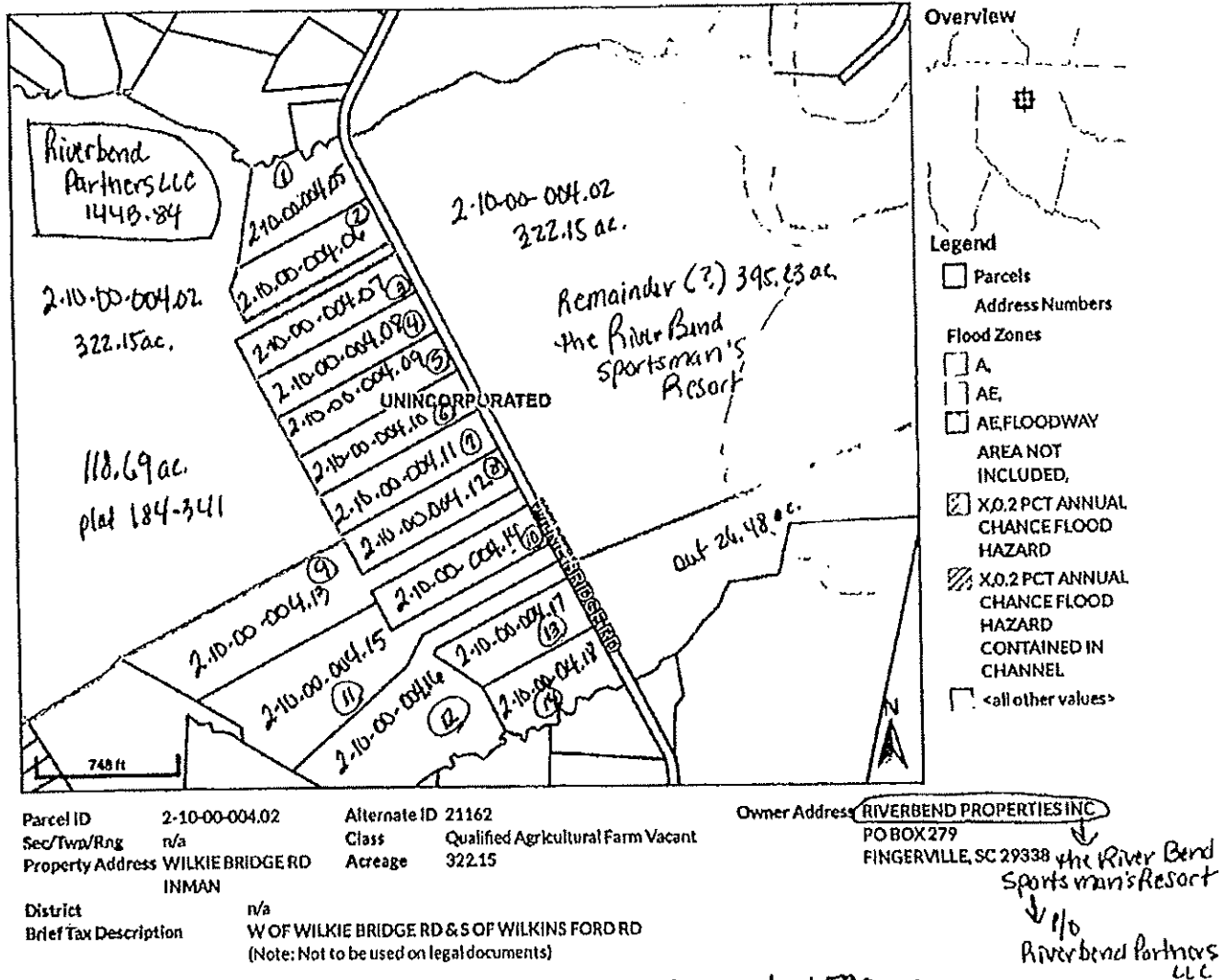
|              |                |
|--------------|----------------|
| Record Type: | Real Estate    |
| Map Number:  | 2-10-00-004.02 |
| Acres:       | 322.15         |

Description:

WILKIE BRIDGE RD AD#23-78496

**Taxes**

|                        |          |
|------------------------|----------|
| County Tax:            | \$466.62 |
| City Tax:              | \$0.00   |
| Fees:                  | \$0.00   |
| Residential Exemption: | \$0.00   |
| Homestead Exemption:   | \$0.00   |
| Other Exemptions:      | \$0.00   |
| Local Option Credit:   | \$0.00   |
| Penalty:               | \$69.99  |
| Cost:                  | \$135.00 |
| Total Taxes:           | \$671.61 |
| Total Paid:            | \$671.61 |



\*parent TMS 2-10-00-004.00 → deed 590-358

acrage  
 P/O 2-10-00-004.002

- 2-10-00-004.05
- 2-10-00-004.06
- 2-10-00-004.07
- 2-10-00-004.08
- 2-10-00-004.09
- 2-10-00-004.10
- 2-10-00-004.11
- 2-10-00-004.12
- 2-10-00-004.13
- 2-10-00-004.14
- 2-10-00-004.15
- 2-10-00-004.16

2-10-00-004.17  
 2-10-00-004.18  
 (formerly P/O  
 TMS 2-10-00-004.02)

14 Lots

Riverbend  
 Partners LLC  
 144B.84

the  
 Sanctuary at  
 Riverbend

Pick List [x]

Index List[x]

Index List - Record Count: 4

Undo Sorting Print All Print Screen

Show 100 entries

Search:

Showing 1 to 4 of 4 entries

First Previous Next Last

| Date              | Book Info / FileNum   | Doc Type | Legal Desc                                         | Search Party Type | Searched Party         | Reverse Party                                                                                                            | XRef Clipboard Image?                                        |
|-------------------|-----------------------|----------|----------------------------------------------------|-------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <u>10/31/2023</u> | DEE 144-B DEED 84     |          | LOTS 1-14 INCL THE SANCTUARY AT RIVERBEND 118.69 A | Party 2           | RIVERBEND PARTNERS LLC | RIVERBEND SPORTSMANS RESORT INC -THE RIVER BEND SPORTSMANS RESORT INC -THE AKA                                           | <a href="#">Copy to Clipboard</a> <a href="#">View Image</a> |
| <u>10/31/2023</u> | MTG 6663 MORTGAGE 36  |          | LOTS 1-14 INCL THE SANCTUARY AT RIVERBEND 118.69 A | Party 1           | RIVERBEND PARTNERS LLC | HOMETRUST BANK                                                                                                           | <a href="#">Copy to Clipboard</a> <a href="#">View Image</a> |
| <u>12/05/2023</u> | DEE 144-L DEED 448    |          | LOTS & TRACTS                                      | Party 2           | RIVERBEND PARTNERS LLC | RIVER BEND SPORTSMANS RESORT LLC -THE RIVERBEND SPORTSMANS RESORT INC -THE AKA RIVER BEND SPORTSMANS RESORT INC -THE AKA | <a href="#">Copy to Clipboard</a> <a href="#">View Image</a> |
| <u>12/05/2023</u> | MTG 6678 MORTGAGE 208 |          | LOTS & TRACTS                                      | Party 1           | RIVERBEND PARTNERS LLC | HOMETRUST BANK                                                                                                           | <a href="#">Copy to Clipboard</a> <a href="#">View Image</a> |

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Index List - Record Count: 66

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Show 100 entries

Search:

Showing 1 to 66 of 66 entries

FirstPreviousNextLast

| Date              | Book<br>Info /<br>FileNum | Doc Type | Legal Desc                                            | Search<br>Party<br>Type | Searched<br>Party                            | Reverse Party                                                                      | XRef Clipboard Image?                                                |
|-------------------|---------------------------|----------|-------------------------------------------------------|-------------------------|----------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <u>04/18/1985</u> | DEE 51-E 896              | DEED     | TRACTS 22 & 23<br>RIVER BEND SECT 1<br>NR FINGERVILLE | Party 2                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>THE | WALL ALBERT L<br>WALL ELEANOR B<br>WALL NANCY L                                    | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>04/18/1985</u> | DEE 51-E 900              | DEED     | TRACT 21 RIVER<br>BEND SECT 1 NR<br>FINGERVILLE       | Party 2                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>THE | STONER<br>CHRISTINA R<br>STONER ROBERT<br>G                                        | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>04/18/1985</u> | DEE 51-E 898              | DEED     | TRACT 24 RIVER<br>BEND SECT 1 NR<br>FINGERVILLE       | Party 2                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>THE | WALL NANCY L                                                                       | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>12/17/1985</u> | DEE 51-WDEED 500          | DEED     | TRACT 11 C K SMITH<br>EST NR FINGERVILLE              | Party 2                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC       | RAMSEY<br>DOROTHY S<br>SHIELDS PEGGY S<br>SMITH J C<br>SMITH JIMMY<br>SMITH JOHNNY | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>05/30/1986</u> | DEE 52-G DEED 517         | DEED     | TRACT 11 C K SMITH<br>EST WILKIE BRIDGE<br>RD         | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC       | HORTON DAVID<br>N<br>PROCTOR ROBIN<br>R                                            | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>10/27/1986</u> | DEE 52-R DEED 824         | DEED     | UNIT 3 RIVERBEND<br>SPORTSMANS<br>RESORT              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC        | RIVERBEND<br>ASSOCIATES                                                            | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>10/27/1986</u> | DEE 52-R DEED 825         | DEED     | UNIT 1 RIVERBEND<br>SPORTSMANS<br>RESORT              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC        | KERCHMAR<br>DAVID                                                                  | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>10/27/1986</u> | DEE 52-R DEED 827         | DEED     | UNIT 2 RIVERBEND<br>SPORTSMANS<br>RESORT              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC        | LEIGH FIBERS INC                                                                   | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>10/27/1986</u> | DEE 52-R DEED 826         | DEED     | UNIT 5 RIVERBEND<br>SPORTSMANS<br>RESORT              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC        | MICKLER PAUL                                                                       | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>12/30/1986</u> | DEE 52-WDEED 128          | DEED     | UNIT 3 RIVERBEND<br>SPORTSMANS<br>RESORT              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC        | RIVERBEND<br>ASSOCIATES                                                            | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>12/30/1986</u> | DEE 52-WDEED 126          | DEED     | UNIT 1 RIVERBEND<br>SPORTSMANS<br>RESORT              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC        | KERCHMAR<br>DAVID                                                                  | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |
| <u>12/30/1986</u> | DEE 52-WDEED 129          | DEED     | UNIT 5 RIVERBEND<br>SPORTSMANS<br>RESORT              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC        | MICKLER PAUL                                                                       | <a href="#">Copy to<br/>Clipboard</a> <a href="#">View<br/>Image</a> |

| Date              | Book<br>Info /<br>FileNum | Doc Type               | Legal Desc                               | Search<br>Party<br>Type | Searched<br>Party                                                                                        | Reverse Party                              | XRef               | Clipboard                             | Image?                         |
|-------------------|---------------------------|------------------------|------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------|---------------------------------------|--------------------------------|
| <u>12/30/1986</u> | DEE 52-WDEED<br>127       |                        | UNIT 2 RIVERBEND<br>SPORTSMANS<br>RESORT | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC                                                                    | LEIGH FIBERS INC                           |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>12/30/1986</u> | DEE 52-WDEED<br>96        |                        | RIVERBEND<br>SPORTSMANS<br>RESORT        | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC                                                                    | RIVERBEND<br>SPORTSMANS<br>RESORT INC      |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>12/30/1986</u> | DEE 52-WDEED<br>96        |                        | RIVERBEND<br>SPORTSMANS<br>RESORT        | Party 2                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC                                                                    | RIVERBEND<br>SPORTSMANS<br>RESORT INC      |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/16/1987</u> | DEE 53-P DEED<br>190      |                        | TRACTS 18-20 INCL<br>RIVER BEND SECT 1   | Party 2                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC                                                                    | ELMORE CHARLES<br>J<br>ELMORE FRANCES<br>C |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>03/07/1988</u> | DEE 54-A DEED<br>36       |                        | UNIT 4 RIVERBEND<br>SPORTSMANS<br>RESORT | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC                                                                    | GLO-TEX<br>CHEMICAL INC                    |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>02/04/1992</u> | MTG<br>1465 187           | MORTGAGE LOTS & TRACTS |                                          | Party 1                 | BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N<br>RIVERBEND<br>SPORTSMANS<br>RESORT INC | PALMETTO FARM<br>CREDIT ACA OF<br>SPTBG    | MTG<br>1718<br>25  | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/16/1994</u> | MTG<br>1680 367           | MORTGAGE LOTS & TRACTS |                                          | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                           | PALMETTO FARM<br>CREDIT ACA OF<br>SPTBG    | MTG<br>2062<br>833 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/28/1994</u> | DEE 62-C DEED<br>803      |                        | UNIT 5 RIVERBEND<br>SPORTSMANS<br>RESORT | Party 2                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                            | MICKLER PAUL                               |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>02/21/1995</u> | MTG<br>1718 25            | MORTGAGE CANCELLATION  |                                          | Party 1                 | BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N<br>RIVERBEND<br>SPORTSMANS<br>RESORT INC | PALMETTO FARM<br>CREDIT ACA OF<br>SPTBG    | MTG<br>1465<br>187 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/03/1995</u> | MTG<br>1776 987           | MORTGAGE CANCELLATION  |                                          | Party 2                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC                                                                   | HORTON DAVID<br>N<br>PROCTOR ROBIN<br>R    | MTG<br>1167<br>395 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>04/24/1998</u> | 98-1023                   | UCC                    | UCC                                      | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC                                                                   |                                            |                    | <a href="#">Copy to<br/>Clipboard</a> | Not<br>Available               |

| Date              | Book<br>Info /<br>FileNum | Doc Type              | Legal Desc                                                 | Search<br>Party<br>Type | Searched<br>Party                              | Reverse Party                                 | XRef                                      | Clipboard                             | Image?                         |
|-------------------|---------------------------|-----------------------|------------------------------------------------------------|-------------------------|------------------------------------------------|-----------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
| <u>04/24/1998</u> | DEE 67-T 734              | DEED                  | ASSIGNMENT OF<br>RENTS & LEASES                            | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE  | ARTHUR STATE<br>BANK                          | MTG<br>2049<br>394                        | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>05/26/1998</u> | MTG 2062 833              | MORTGAGE CANCELLATION |                                                            | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE | PALMETTO FARM<br>CREDIT ACA OF<br>SPTBG       | MTG<br>1680<br>367                        | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/24/1998</u> | DEE 68-Y 20               | DEED                  | ASSIGNMENT OF<br>RENTS & LEASES                            | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC         | ARTHUR STATE<br>BANK                          | DEE<br>105-P<br>765<br>DEE<br>70-E<br>217 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/24/1998</u> | MTG 2137 641              | MORTGAGE              | PORT TRACT 2 RIVER<br>BEND                                 | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC         | ARTHUR STATE<br>BANK                          | MTG<br>4837<br>387                        | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/24/1998</u> | DEE 68-Y 12               | DEED                  | PORT TRACT 2 RIVER<br>BEND                                 | Party 2                 | RIVER BEND<br>SPORTSMAN<br>RESORT INC          | SISK DIANNA L<br>SISK JEFFREY<br>SCOTT        |                                           | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>04/05/1999</u> | DEE 69-R 717              | DEED                  | ASSIGNMENT OF<br>RENTS & LEASES                            | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC          | ARTHUR STATE<br>BANK                          |                                           | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>04/05/1999</u> | 99-965                    | UCC                   | UCC                                                        | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC         |                                               |                                           | <a href="#">Copy to<br/>Clipboard</a> | Not<br>Available               |
| <u>04/05/1999</u> | MTG 2192 40               | MORTGAGE              | LOTS & TRACTS                                              | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC          | ARTHUR STATE<br>BANK                          |                                           | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/02/1999</u> | DEE 70-E 217              | DEED                  | ASSIGNMENT OF<br>RENTS & LEASES                            | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC         | ARTHUR STATE<br>BANK                          | DEE<br>68-Y<br>20<br>MTG<br>2137<br>641   | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/04/2002</u> | DEE 76-K 578              | DEED                  | ASSIGNMENT OF<br>RENTS & LEASES                            | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC          | ARTHUR STATE<br>BANK                          |                                           | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/03/2005</u> | DEE 83-Q 738              | DEED                  | ASSIGNMENT OF<br>RENTS & LEASES                            | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC          | ARTHUR STATE<br>BANK                          | DEE<br>133-V<br>223                       | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/03/2005</u> | MTG 3492 289              | MORTGAGE              |                                                            | Party 1                 | RIVER BEND<br>SPORTSMAN<br>RESORT INC          | ARTHUR STATE<br>BANK                          | MTG<br>6198<br>939                        | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/22/2005</u> | MTG 3502 198              | MORTGAGE CANCELLATION |                                                            | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC          | ARTHUR STATE<br>BANK                          | MTG<br>2768<br>315                        | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/15/2007</u> | DEE 88-V 340              | DEED                  | RIGHT OF WAY<br>EASEMENT<br>1/14/2011<br>CORRECTED PARTY 1 | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT             | BROAD RIVER<br>ELECTRIC<br>COOPERATIVE<br>INC |                                           | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

| Date              | Book Info / FileNum | Doc Type | Legal Desc                                                                    | Search Party Type | Searched Party                                                 | Reverse Party                      | XRef          | Clipboard                         | Image?                     |
|-------------------|---------------------|----------|-------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------|------------------------------------|---------------|-----------------------------------|----------------------------|
| <u>04/16/2013</u> | DEE 103-B 961       | DEED     | RIGHT OF WAY EASEMENT                                                         | Party 1           | RIVER BEND SPORTSMAN RESORT                                    | BROAD RIVER ELECTRIC COOP INC      |               | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>03/18/2014</u> | DEE 105-P 765       | DEED     | CANCELLATION OF ASSIGNMENT OF RENTS & LEASES                                  | Party 1           | RIVER BEND SPORTSMANS RESORT INC                               | ARTHUR STATE BANK                  | DEE 68-Y 20   | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>03/19/2014</u> | MTG 4837 387        | MORTGAGE | CANCELLATION 2137/641                                                         | Party 1           | RIVER BEND SPORTSMANS RESORT INC                               | ARTHUR STATE BANK                  | MTG 2137 641  | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>12/21/2015</u> | MEC 35 605          | LIEN     | MECHANICS LIEN                                                                | Party 1           | RIVER BEND SPORTSMAN RESORT I BRENDLE RALPH W                  | HERTZ EQUIPMENT RENTAL CORP        |               | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/20/2019</u> | DEE 124-F 580       | DEED     | UNIT 4 RIVERBEND SPORTSMANS RESORT                                            | Party 2           | RIVERBEND SPORTSMANS RESORT INC                                | GLO-TEX INTERNATIONAL INC          |               | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/13/2019</u> | DEE 124-X 600       | DEED     | UNIT 1 RIVERBEND SPORTSMANS RESORT                                            | Party 2           | RIVERBEND SPORTSMANS RESORT INC                                | KERCHMAR DUDLEY H -PERS REP        | DEE 126-A 211 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>11/15/2019</u> | DEE 126-A 211       | DEED     | UNIT 1 RIVERBEND SPORTSMANS RESORT                                            | Party 2           | RIVERBEND SPORTSMANS RESORT INC                                | KERCHMAR DUDLEY H -PERS REP        | DEE 124-X 600 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/25/2020</u> | DEE 128-G 882       | DEED     | 26.48 A NR FINGERVILLE                                                        | Party 1           | RIVER BEND SPORTSMANS RESORT INC                               | CARVER GARY H                      |               | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>05/19/2021</u> | MTG 6097 40         | MORTGAGE | CANCELLATION                                                                  | Party 2           | RIVER BEND SPORTSMANS RESORT INC                               | FEDERAL LAND BANK OF COLUMBIA -THE |               | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>05/19/2021</u> | MTG 6097 42         | MORTGAGE | MORTGAGE ASSIGNMENT OF LEASES AND RENTS SECURITY AGREEMENT AND FIXTURE FILING | Party 1           | RIVER BEND SPORTSMANS RESORT INC -THE                          | HOMETRUST BANK                     | MTG 6670 547  | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>05/19/2021</u> | MTG 6097 90         | MORTGAGE | LOTS & TRACTS                                                                 | Party 1           | RIVER BEND SPORTSMANS RESORT INC -THE RIVERBEND PROPERTIES INC | HOMETRUST BANK                     | MTG 6670 650  | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/02/2021</u> | MTG 6106 794        | MORTGAGE | CANCELLATION                                                                  | Party 1           | RIVER BEND SPORTSMANS RESORT INC -THE                          | FEDERAL LAND BANK OF COLUMBIA -THE | MTG 1243 985  | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |



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| <u>06/02/2021</u> | MTG<br>6106 793           | MORTGAGE CANCELLATION  |                                                             | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                       | ARTHUR STATE<br>BANK        | MTG<br>2049        | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/15/2021</u> | MTG<br>6198 939           | MORTGAGE CANCELLATION  |                                                             | Party 1                 | RIVER BEND<br>SPORTSMAN<br>RESORT INC                                                               | ARTHUR STATE<br>BANK        | MTG<br>3492        | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/15/2021</u> | DEE<br>133-V<br>223       | DEED                   | CANCELLATION OF<br>ASSIGNMENT OF<br>RENTS & LEASES          | Party 1                 | RIVERBEND<br>SPORTSMAN<br>RESORT INC                                                                | ARTHUR STATE<br>BANK        | DEE<br>83-Q<br>738 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/06/2023</u> | DEE<br>143-T<br>331       | DEED                   | UNIT 2 RIVERBEND<br>SPORTSMAN RESORT<br>NR FINGERVILLE      | Party 2                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC                                                              | LEIGH REALTY<br>LLC         |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | DEE<br>144-B 84           | DEED                   | LOTS 1-14 INCL THE<br>SANCTUARY AT<br>RIVERBEND<br>118.69 A | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE<br>RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA | RIVERBEND<br>PARTNERS LLC   |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | DEE<br>144-B 84           | DEED                   | LOTS 1-14 INCL THE<br>SANCTUARY AT<br>RIVERBEND<br>118.69 A | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE<br>RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA | RIVERBEND<br>PARTNERS LLC   |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | DEE<br>144-B 80           | DEED                   | UNIT 3 RIVERBEND<br>SPORTSMANS<br>RESORT                    | Party 2                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                      | RIVERBEND<br>ASSOCIATES     |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | MTG<br>6663 45            | MORTGAGE LOTS & TRACTS |                                                             | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                      | HOMETRUST<br>BANK           |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | DEE<br>144-B 74           | DEED                   | LOTS & TRACTS                                               | Party 2                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                      | RIVERBEND<br>PROPERTIES INC |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/16/2023</u> | MTG<br>6670 650           | MORTGAGE CANCELLATION  |                                                             | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE<br>RIVERBEND<br>PROPERTIES<br>INC                     | HOMETRUST<br>BANK           | MTG<br>6097<br>90  | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/16/2023</u> | MTG<br>6670 547           | MORTGAGE CANCELLATION  |                                                             | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                      | HOMETRUST<br>BANK           | MTG<br>6097<br>42  | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

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| <u>11/16/2023</u> | MTG<br>6670 542           | MORTGAGE CANCELLATION |                                                                     | Party 1                 | RIVER BEND<br>SPORTSMAN<br>RESORT INC<br>-THE                                                                                                             | HOMETRUST<br>BANK                           | <u>MTG</u><br><u>6097</u><br><u>67</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>11/30/2023</u> | DEE<br>144-K<br>498       | DEED                  | CONVERSION OF A<br>CORPORATION TO A<br>LIMITED LIABILITY<br>COMPANY | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                                                                            | RIVER BEND<br>SPORTSMANS<br>RESORT LLC -THE |                                        | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>11/30/2023</u> | DEE<br>144-K<br>498       | DEED                  | CONVERSION OF A<br>CORPORATION TO A<br>LIMITED LIABILITY<br>COMPANY | Party 2                 | RIVER BEND<br>SPORTSMANS<br>RESORT LLC<br>-THE                                                                                                            | RIVER BEND<br>SPORTSMANS<br>RESORT INC -THE |                                        | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>12/05/2023</u> | DEE<br>144-L<br>448       | DEED                  | LOTS & TRACTS                                                       | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT LLC<br>-THE<br>RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA<br>RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA | RIVERBEND<br>PARTNERS LLC                   |                                        | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>12/05/2023</u> | DEE<br>144-L<br>448       | DEED                  | LOTS & TRACTS                                                       | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT LLC<br>-THE<br>RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA<br>RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA | RIVERBEND<br>PARTNERS LLC                   |                                        | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>12/05/2023</u> | DEE<br>144-L<br>448       | DEED                  | LOTS & TRACTS                                                       | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT LLC<br>-THE<br>RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA<br>RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE AKA | RIVERBEND<br>PARTNERS LLC                   |                                        | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |

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| 08/12/1992 | DEE 59-D DEED<br>358      |          | 395.23 A NR<br>FINGERVILLE | Party 2                 | RIVERBEND<br>PROPERTIES INC                                     | BAIDEN MYRTLE<br>MCMILLAN<br>BEAN<br>ELIZABETH<br>MCMILLAN<br>MCMILLAN<br>FRANCES |                                                                                                                                                                                                                   | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| 08/12/1992 | MTG<br>1504<br>900        | MORTGAGE | 395.23 A NR<br>FINGERVILLE | Party 1                 | RIVERBEND<br>PROPERTIES INC                                     | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M                                            | MTG<br>1837<br>107<br>1841<br>469<br>MTG<br>1850<br>694<br>MTG<br>1857<br>185<br>MTG<br>1865<br>477<br>MTG<br>1954<br>522<br>MTG<br>2048<br>648<br>MTG<br>2048<br>881<br>MTG<br>2142<br>144<br>MTG<br>2250<br>806 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| 08/12/1992 | MTG<br>1504<br>895        | MORTGAGE | 395.23 A NR<br>FINGERVILLE | Party 1                 | RIVERBEND<br>PROPERTIES INC                                     | PALMETTO<br>FARM CREDIT<br>ACA                                                    | MTG<br>1951<br>369<br>MTG<br>2221<br>251<br>MTG<br>2221<br>683                                                                                                                                                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| 09/15/1992 | MTG<br>1511<br>206        | MORTGAGE | 395.23 A NR<br>FINGERVILLE | Party 1                 | BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N | PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG                                           | MTG<br>2221<br>251<br>MTG<br>2221<br>683                                                                                                                                                                          | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

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|                   |                           |          |                                                                |                         | ESTES R T<br>LEHNER PAUL H                                                                                  |                                                                            |                         |                      |                                                 |
| <u>01/07/1993</u> | MTG<br>1535<br>562        | MORTGAGE | PARTIAL RELEASE<br>26.48 A NR<br>FINGERVILLE                   | Party 2                 | RIVERBEND<br>PROPERTIES INC                                                                                 | FARM CREDIT<br>BANK OF<br>COLUMBIA -THE                                    | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>01/07/1993</u> | DEE 59-Q DEED<br>939      |          | 26.48 A NR<br>FINGERVILLE                                      | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                                                 | BAIDEN MYRTLE<br>-TR                                                       | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>01/15/1993</u> | MTG<br>1537<br>437        | MORTGAGE | PARTIAL RELEASE<br>26.48 A NR<br>FINGERVILLE                   | Party 2                 | BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N<br>ESTES R T<br>RIVERBEND<br>PROPERTIES INC | FARM CREDIT<br>BANK OF<br>COLUMBIA -THE                                    | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>02/05/1993</u> | DEE 59-T DEED<br>84       |          | LEASE & ROYALTY<br>AGREEMENT                                   | Party 1                 | CHAPMAN<br>GRADING &<br>CONCRETE CO<br>INC<br>RIVER BEND<br>PROPERTIES INC                                  | CHAPMAN<br>GRADING &<br>CONCRETE CO<br>INC<br>RIVER BEND<br>PROPERTIES INC | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>02/05/1993</u> | DEE 59-T DEED<br>84       |          | LEASE & ROYALTY<br>AGREEMENT                                   | Party 2                 | CHAPMAN<br>GRADING &<br>CONCRETE CO<br>INC<br>RIVER BEND<br>PROPERTIES INC                                  | CHAPMAN<br>GRADING &<br>CONCRETE CO<br>INC<br>RIVER BEND<br>PROPERTIES INC | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>03/22/1993</u> | DEE 59-W DEED<br>469      |          | RESTRICTIONS                                                   | Party 1                 | RAINMILL<br>ESTATES<br>RIVERBEND<br>PROPERTIES INC                                                          | RAINMILL<br>ESTATES<br>RIVERBEND<br>PROPERTIES INC                         | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>03/22/1993</u> | DEE 59-W DEED<br>469      |          | RESTRICTIONS                                                   | Party 2                 | RAINMILL<br>ESTATES<br>RIVERBEND<br>PROPERTIES INC                                                          | RAINMILL<br>ESTATES<br>RIVERBEND<br>PROPERTIES INC                         | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>10/18/1993</u> | DEE 60-Q DEED<br>111      |          | LOT 7 RAINMILL<br>ESTATES SUBV<br>RAINBOW LAKE RD              | Party 1                 | RIVERBEND<br>PROPERTIES INCL                                                                                | JACKSON EDITH                                                              | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>10/18/1993</u> | MTG<br>1603<br>303        | MORTGAGE | RELEASE LOT 7<br>RAINMILL ESTATES<br>SUBV RAINBOW LAKE<br>RD   | Party 2                 | RIVERBEND<br>PROPERTIES INC                                                                                 | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M                                     | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>10/21/1993</u> | MTG<br>1604<br>298        | MORTGAGE | PARTIAL RELEASE LOT<br>7 RAINMILL ESTS SUBV<br>RAINBOW LAKE RD | Party 2                 | RIVERBEND<br>PROPERTIES INC                                                                                 | FARM CREDIT<br>BANK OF<br>COLUMBIA -THE                                    | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |
| <u>07/20/1994</u> | DEE 61-R DEED<br>18       |          | LOT 20 RAINMILL<br>ESTATES RAINBOW<br>LAKE RD                  | Party 1                 | RIVERBEND<br>PROPERTIES INCS                                                                                | STALTER GALEN                                                              | <a href="#">Copy to</a> | <a href="#">View</a> | <a href="#">Clipboard</a> <a href="#">Image</a> |

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| <u>07/20/1994</u> | MTG<br>1674<br>689        | MORTGAGE | PARTIAL RELEASE LOTS<br>1-20 INCL RAINMILL<br>ESTS SUBV              | Party 2                 | RIVERBEND<br>PROPERTIES INC                                           | FARM CREDIT<br>BANK OF<br>COLUMBIA -THE                               |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/20/1994</u> | MTG<br>1674<br>687        | MORTGAGE | PARTIAL RELEASE LOT<br>20 RAINMILL ESTS<br>SUBV RAINBOW LAKE<br>RD   | Party 2                 | RIVERBEND<br>PROPERTIES INC                                           | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M                                |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/25/1994</u> | DEE 61-R DEED<br>351      |          | LOT 10 RAINMILL<br>ESTATES SUBV<br>RAINBOW LAKE RD                   | Party 1                 | RIVERBEND<br>PROPERTIES INC                                           | SMITH JOHN H                                                          |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/09/1994</u> | MTG<br>1678<br>759        | MORTGAGE | PARTIAL RELEASE LOT<br>10 RAINMILL ESTS<br>SUBV RAINBOW LAKE<br>RD   | Party 2                 | RIVERBEND<br>PROPERTIES INC                                           | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M                                |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>02/07/1995</u> | MTG<br>1715<br>575        | MORTGAGE | PARTIAL RELEASE LOTS<br>1-20 RAINMILL<br>ESTATES SUBV                | Party 2                 | RIVERBEND<br>PROPERTIES INC                                           | FARM CREDIT<br>BANK OF<br>COLUMBIA -THE                               |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/08/1995</u> | DEE 62-WDEED<br>633       |          | 0.74 A S D 1                                                         | Party 1                 | RIVERBEND<br>PROPERTIES INC                                           | TAYLOR JOHN<br>JR                                                     |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>04/05/1996</u> | DEE 64-B DEED<br>28       |          | LOTS 4 & 5 RAINMILL<br>ESTATES SUBV                                  | Party 1                 | RIVER BEND<br>PROPERTIES INC                                          | FUNK DENNIS L                                                         |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/06/1996</u> | DEE 64-H DEED<br>549      |          | LOT 1 RAINMILL<br>ESTATES SUBV SECT II<br>WILKINS FORD RD            | Party 1                 | RIVERBEND<br>PROPERTIES INC                                           | STALTER GALEN                                                         |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/21/1996</u> | DEE 64-K DEED<br>43       |          | 1 LOT                                                                | Party 1                 | RIVERBEND<br>PROPERTIES INC                                           | TREVINO JERRY<br>REGINA M                                             |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/21/1996</u> | MTG<br>1837<br>107        | MORTGAGE | RELEASE LOT 1<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 1                 | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | RIVERBEND<br>PROPERTIES INC<br>1504<br>900                            | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/21/1996</u> | MTG<br>1837<br>107        | MORTGAGE | RELEASE LOT 1<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 2                 | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC            | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/21/1996</u> | MTG<br>1837<br>107        | MORTGAGE | RELEASE LOT 1<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 2                 | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC            | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/05/1996</u> | MTG<br>1841<br>469        | MORTGAGE | PARTIAL RELEASE 1<br>LOT                                             | Party 1                 | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | RIVERBEND<br>PROPERTIES INC<br>1504<br>900                            | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/05/1996</u> | MTG<br>1841<br>469        | MORTGAGE | PARTIAL RELEASE 1<br>LOT                                             | Party 2                 | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC            | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

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| <u>07/05/1996</u> | MTG<br>1841<br>469        | MORTGAGE | PARTIAL RELEASE 1<br>LOT                                             | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INC    | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/25/1996</u> | DEE 64-N DEED<br>559      |          | LOT 2 RAINMILL<br>ESTATES SUBV WILKINS<br>FORD RD                    | Party 1                 | RIVERBEND<br>PROPERTIES INC                                           | STALTER GALEN                                                         |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/08/1996</u> | MTG<br>1850<br>694        | MORTGAGE | PARTIAL RELEASE LOT<br>2 RAINMILL ESTATES<br>SUBV WILKINS FORD RD    | Party 1                 | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC            | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/08/1996</u> | MTG<br>1850<br>694        | MORTGAGE | PARTIAL RELEASE LOT<br>2 RAINMILL ESTATES<br>SUBV WILKINS FORD RD    | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INC    | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/08/1996</u> | MTG<br>1850<br>694        | MORTGAGE | PARTIAL RELEASE LOT<br>2 RAINMILL ESTATES<br>SUBV WILKINS FORD RD    | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INC    | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/26/1996</u> | DEE 64-R DEED<br>623      |          | LOT 9 RAINMILL<br>ESTATES SUBV SECT II<br>WILKINS FORD RD            | Party 1                 | RIVERBEND<br>PROPERTIES INC                                           | SMITH HAROLD<br>SMITH PATSY C                                         |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/03/1996</u> | MTG<br>1857<br>185        | MORTGAGE | RELEASE LOT 9<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 1                 | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC            | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/03/1996</u> | MTG<br>1857<br>185        | MORTGAGE | RELEASE LOT 9<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INC    | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/03/1996</u> | MTG<br>1857<br>185        | MORTGAGE | RELEASE LOT 9<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INC    | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/24/1996</u> | DEE 64-U DEED<br>707      |          | 0.743 A                                                              | Party 1                 | RIVERBEND<br>PROPERTIES INC                                           | HOLLIFIELD<br>JAMES R -JR                                             |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/02/1996</u> | MTG<br>1865<br>477        | MORTGAGE | PARTIAL RELEASE<br>0.743 A                                           | Party 1                 | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC            | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/02/1996</u> | MTG<br>1865<br>477        | MORTGAGE | PARTIAL RELEASE<br>0.743 A                                           | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INC    | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

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| <u>10/02/1996</u> | MTG<br>1865<br>477        | MORTGAGE PARTIAL RELEASE | 0.743 A                    | Party 2                 | RIVERBEND<br>PROPERTIES INC                                                                                        | BAIDEN MYRTLE<br>MCMILLAN                     | MTG<br>1504        | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
|                   |                           |                          |                            |                         | RIVERBEND<br>PROPERTIES INC                                                                                        | FRANCES M<br>RIVERBEND                        | 900                |                                                      |                                               |
| <u>07/25/1997</u> | DEE 66-F<br>836           | DEED                     | 10.594 A NR<br>FINGERVILLE | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                                                        | BRIDGES<br>MARGARET S<br>BRIDGES<br>RICHARD T |                    | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>07/30/1997</u> | MTG<br>1951<br>369        | MORTGAGE PARTIAL RELEASE | 10.594 A NR<br>FINGERVILLE | Party 2                 | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T        |                                               | MTG<br>1511<br>995 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>07/30/1997</u> | MTG<br>1951<br>369        | MORTGAGE PARTIAL RELEASE | 10.594 A NR<br>FINGERVILLE | Party 2                 | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T        |                                               | MTG<br>1511<br>995 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>07/30/1997</u> | MTG<br>1951<br>369        | MORTGAGE PARTIAL RELEASE | 10.594 A NR<br>FINGERVILLE | Party 2                 | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T        |                                               | MTG<br>1511<br>995 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>07/30/1997</u> | MTG<br>1951<br>369        | MORTGAGE PARTIAL RELEASE | 10.594 A NR<br>FINGERVILLE | Party 2                 | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T        |                                               | MTG<br>1511<br>995 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>07/30/1997</u> | MTG<br>1951<br>369        | MORTGAGE PARTIAL RELEASE | 10.594 A NR<br>FINGERVILLE | Party 2                 | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T        |                                               | MTG<br>1511<br>995 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>07/30/1997</u> | MTG<br>1951<br>369        | MORTGAGE PARTIAL RELEASE | 10.594 A NR<br>FINGERVILLE | Party 1                 | AGFIRST FARM<br>CREDIT BANK<br>AGFIRST FARM<br>CREDIT BANK<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL |                                               | MTG<br>1504<br>895 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |



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|                   |                           |                          |                                                    |                         | RALPH T                                                                                                                       |                                           |                                         |                                    |                             |
| <u>07/30/1997</u> | MTG<br>1951<br>369        | MORTGAGE PARTIAL RELEASE | 10.594 A NR<br>FINGERVILLE                         | Party 1                 | AGFIRST FARM<br>CREDIT BANK<br>AGFIRST FARM<br>CREDIT BANK<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T |                                           | <u>MTG</u><br><u>1504</u><br><u>895</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>08/08/1997</u> | MTG<br>1954<br>522        | MORTGAGE RELEASE         | 10.594 A NR<br>FINGERVILLE                         | Party 1                 | BAIDEN MYRTLERIVERBEND<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC                                                | PROPERTIES INC                            | <u>MTG</u><br><u>1504</u><br><u>900</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>08/08/1997</u> | MTG<br>1954<br>522        | MORTGAGE RELEASE         | 10.594 A NR<br>FINGERVILLE                         | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INCRIVERBEND<br>PROPERTIES INC                                 | BAIDEN MYRTLEMCMILLAN<br>FRANCES M        | <u>MTG</u><br><u>1504</u><br><u>900</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>08/08/1997</u> | MTG<br>1954<br>522        | MORTGAGE RELEASE         | 10.594 A NR<br>FINGERVILLE                         | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INCRIVERBEND<br>PROPERTIES INC                                 | BAIDEN MYRTLEMCMILLAN<br>FRANCES M        | <u>MTG</u><br><u>1504</u><br><u>900</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>02/02/1998</u> | DEE 67-G DEED<br>688      |                          | LOT 17 RAINMILL<br>ESTATES SUBV<br>RAINBOW LAKE RD | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                                                                   | BLACKWELL<br>DIANE R<br>EMORY JOE<br>DEAN |                                         | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>04/15/1998</u> | DEE 67-S DEED<br>250      |                          | LOT 18 RAINMILL<br>ESTATES SECT II                 | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                                                                   | DOLL MICHAEL<br>DOLL TERESA               |                                         | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>04/24/1998</u> | MTG<br>2048<br>648        | MORTGAGE PARTIAL RELEASE | LOT 18 RAINMILL ESTATES<br>SECT II                 | Party 1                 | BAIDEN MYRTLERIVERBEND<br>M<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC                                           | PROPERTIES INC                            | <u>MTG</u><br><u>1504</u><br><u>900</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>04/24/1998</u> | MTG<br>2048<br>648        | MORTGAGE PARTIAL RELEASE | LOT 18 RAINMILL ESTATES<br>SECT II                 | Party 2                 | RIVERBEND<br>PROPERTIES INCM<br>RIVERBEND<br>PROPERTIES INCMCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC               | BAIDEN MYRTLEMCMILLAN<br>FRANCES M        | <u>MTG</u><br><u>1504</u><br><u>900</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>04/24/1998</u> | MTG<br>2048<br>648        | MORTGAGE PARTIAL RELEASE | LOT 18 RAINMILL ESTATES<br>SECT II                 | Party 2                 | RIVERBEND<br>PROPERTIES INCM<br>RIVERBEND<br>PROPERTIES INCMCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC               | BAIDEN MYRTLEMCMILLAN<br>FRANCES M        | <u>MTG</u><br><u>1504</u><br><u>900</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>04/24/1998</u> | MTG<br>2048<br>881        | MORTGAGE PARTIAL RELEASE | LOT 17 RAINMILL ESTATES<br>RAINBOW LAKE RD         | Party 1                 | BAIDEN MYRTLERIVERBEND<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC                                                | PROPERTIES INC                            | <u>MTG</u><br><u>1504</u><br><u>900</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |

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| <u>04/24/1998</u> | MTG<br>2048<br>881        | MORTGAGE | PARTIAL RELEASE LOT<br>17 RAINMILL ESTATES<br>RAINBOW LAKE RD | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INCRIVERBEND<br>PROPERTIES INC                                                   | BAIDEN MYRTLE<br>FRANCES M                                                                                                                                                                               | MTG<br>1504<br>900 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>04/24/1998</u> | MTG<br>2048<br>881        | MORTGAGE | PARTIAL RELEASE LOT<br>17 RAINMILL ESTATES<br>RAINBOW LAKE RD | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INCRIVERBEND<br>PROPERTIES INC                                                   | BAIDEN MYRTLE<br>FRANCES M                                                                                                                                                                               | MTG<br>1504<br>900 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>11/20/1998</u> | DEE 68-X DEED<br>723      |          | LOT 8 RAINMILL<br>ESTATES SECT II                             | Party 1                 | RIVERBEND<br>PROPERTIES INCMILDRED A<br>PRAYTOR OTIS<br>E -JR                                                                                   | PRAYTOR                                                                                                                                                                                                  |                    | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>12/02/1998</u> | MTG<br>2142<br>144        | MORTGAGE | PARTIAL RELEASE LOT<br>8 RAINMILL ESTATES<br>SECT II          | Party 1                 | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC                                                                           | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC                                                                                                                                               | MTG<br>1504<br>900 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>12/02/1998</u> | MTG<br>2142<br>144        | MORTGAGE | PARTIAL RELEASE LOT<br>8 RAINMILL ESTATES<br>SECT II          | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INCRIVERBEND<br>PROPERTIES INC                                                   | BAIDEN MYRTLE<br>FRANCES M                                                                                                                                                                               | MTG<br>1504<br>900 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>12/02/1998</u> | MTG<br>2142<br>144        | MORTGAGE | PARTIAL RELEASE LOT<br>8 RAINMILL ESTATES<br>SECT II          | Party 2                 | RIVERBEND<br>PROPERTIES INCMCMILLAN<br>RIVERBEND<br>PROPERTIES INCRIVERBEND<br>PROPERTIES INC                                                   | BAIDEN MYRTLE<br>FRANCES M                                                                                                                                                                               | MTG<br>1504<br>900 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>06/02/1999</u> | MTG<br>2214<br>698        | MORTGAGE | 395.23 A NR<br>FINGERVILLE                                    | Party 1                 | RIVERBEND<br>PROPERTIES INCBANK                                                                                                                 | ARTHUR STATE                                                                                                                                                                                             | MTG<br>2557<br>966 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>06/17/1999</u> | MTG<br>2221<br>683        | MORTGAGE | ASSIGNMENT                                                    | Party 1                 | AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T | PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA | MTG<br>1511<br>206 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |
| <u>06/17/1999</u> | MTG<br>2221<br>683        | MORTGAGE | ASSIGNMENT                                                    | Party 1                 | AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T | PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA                                   | MTG<br>1511<br>206 | <a href="#">Copy to</a><br><a href="#">Clipboard</a> | <a href="#">View</a><br><a href="#">Image</a> |

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| <u>06/17/1999</u> | MTG 2221 251        | MORTGAGE CANCELLATION            |            | Party 1           | BARNWELL PAUL J<br>BARNWELL PAUL J<br>BARNWELL RALPH T<br>BARNWELL RALPH T<br>BRENDLE RALPH N | ACA PALMETTO FARM CREDIT<br>ACA OF SPTBG PALMETTO FARM CREDIT<br>ACA OF SPTBG | MTG 1511 206                            | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/17/1999</u> | MTG 2221 251        | MORTGAGE CANCELLATION            |            | Party 1           | BARNWELL PAUL J<br>BARNWELL PAUL J<br>BARNWELL RALPH T<br>BARNWELL RALPH T<br>BRENDLE RALPH N | PALMETTO FARM CREDIT<br>ACA OF SPTBG PALMETTO FARM CREDIT<br>ACA OF SPTBG     | MTG 1511 206                            | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/26/1999</u> | MTG 2250 806        | MORTGAGE CANCELLATION            |            | Party 1           | RIVERBEND PROPERTIES INC                                                                      | BAIDEN MYRTLE MCMILLAN                                                        | MTG 1504 900                            | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/31/2001</u> | MTG 2549 286        | MORTGAGE 395.23 A NR FINGERVILLE |            | Party 1           | RIVERBEND PROPERTIES INC                                                                      | ARTHUR STATE BANK                                                             |                                         | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>09/18/2001</u> | MTG 2557 966        | MORTGAGE CANCELLATION            |            | Party 1           | RIVERBEND PROPERTIES INC                                                                      | ARTHUR STATE BANK                                                             | MTG 2214 698                            | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>09/04/2002</u> | MTG 2768 308        | MORTGAGE MTG                     |            | Party 1           | RIVERBEND PROPERTIES INC                                                                      | ARTHUR STATE BANK                                                             | MTG 3398 742 4244 360 5188 986 6198 807 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>09/04/2002</u> | DEE 76-K DEED 575   | ASSIGNMENT OF RENTS & LEASES     |            | Party 1           | RIVERBEND PROPERTIES INC                                                                      | ARTHUR STATE BANK                                                             | DEE 133-V 180                           | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>09/09/2002</u> | MTG 2771 118        | MORTGAGE CANCELLATION            |            | Party 1           | RIVERBEND PROPERTIES INC                                                                      | ARTHUR STATE BANK                                                             |                                         | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>03/04/2005</u> | MTG 3398 742        | MORTGAGE RELEASE                 |            | Party 1           | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC                                                 | RIVERBEND PROPERTIES INC                                                      | MTG 2768 308                            | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>03/04/2005</u> | MTG 3398 742        | MORTGAGE RELEASE                 |            | Party 2           | RIVERBEND PROPERTIES INC                                                                      | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC                                 | MTG 2768 308                            | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>03/04/2005</u> | DEE 82-M DEED 338   | LOT 14 RAINMILL ESTATES SECT II  |            | Party 1           | RIVERBEND PROPERTIES INC                                                                      | FLOYD MELISSA SHAWN                                                           |                                         | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |

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| <u>03/04/2005</u> | DEE 82-M DEED<br>340      |          | LOT 15 RAINMILL<br>ESTATES SECT II                                                        | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | JONAS CHARLES                                       |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/18/2006</u> | DEE 86-T DEED<br>156      |          | LOT 6 RAINMILL ESTS<br>SECT II                                                            | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | HAMMETT<br>DARYL                                    |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/29/2009</u> | DEE 94-B DEED<br>570      |          | LOT 19 RAINMILL<br>ESTATES SECT II                                                        | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | EDWARDS JOHN<br>W                                   |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/29/2009</u> | MTG<br>4244<br>360        | MORTGAGE | RELEASE LOT 19<br>RAINMILL ESTATES<br>SECT II                                             | Party 1                 | ARTHUR STATE<br>BANK<br>RIVERBEND<br>PROPERTIES INC                           | RIVERBEND<br>PROPERTIES INC                         | MTG<br>2768<br>308 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/29/2009</u> | MTG<br>4244<br>360        | MORTGAGE | RELEASE LOT 19<br>RAINMILL ESTATES<br>SECT II                                             | Party 2                 | RIVERBEND<br>PROPERTIES INC                                                   | ARTHUR STATE<br>BANK<br>RIVERBEND<br>PROPERTIES INC | MTG<br>2768<br>308 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/31/2009</u> | DEE 94-M DEED<br>44       |          | LOT 3 RAINMILL<br>ESTATES SECT II                                                         | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | BALLENGER<br>JAMIE OSBORN                           |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/25/2016</u> | MTG<br>5188<br>986        | MORTGAGE | PARTIAL RELEASE LOT<br>3 RAINMILL ESTATES<br>SEC II                                       | Party 1                 | ARTHUR STATE<br>BANK<br>RIVERBEND<br>PROPERTIES INC                           | RIVERBEND<br>PROPERTIES INC                         | MTG<br>2768<br>308 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/25/2016</u> | MTG<br>5188<br>986        | MORTGAGE | PARTIAL RELEASE LOT<br>3 RAINMILL ESTATES<br>SEC II                                       | Party 2                 | RIVERBEND<br>PROPERTIES INC                                                   | ARTHUR STATE<br>BANK<br>RIVERBEND<br>PROPERTIES INC | MTG<br>2768<br>308 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>05/19/2021</u> | MTG<br>6097 90            | MORTGAGE | LOTS & TRACTS                                                                             | Party 1                 | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE<br>RIVERBEND<br>PROPERTIES INC | HOMETRUST<br>BANK                                   | MTG<br>6670<br>650 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>05/19/2021</u> | MTG<br>6097 67            | MORTGAGE | MORTGAGE<br>ASSIGNMENT OF<br>LEASES AND RENTS<br>SECURITY AGREEMENT<br>AND FIXTURE FILING | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | HOMETRUST<br>BANK                                   | MTG<br>6670<br>542 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/15/2021</u> | MTG<br>6198<br>807        | MORTGAGE | CANCELLATION                                                                              | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | ARTHUR STATE<br>BANK                                | MTG<br>2768<br>308 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/15/2021</u> | DEE<br>133-V<br>180       | DEED     | CANCELLATION OF<br>ASSIGNMENT OF RENTS<br>AND LEASES                                      | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | ARTHUR STATE<br>BANK                                | DEE<br>76-K<br>575 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/10/2022</u> | DEE<br>138-L 12           | DEED     | LOT 16 RAINMILL<br>ESTATES SECT II                                                        | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | SARRATT<br>CHERSHEL C                               |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/25/2023</u> | PLT 184<br>341            | PLATS    | 118.69 A WILKIE<br>BRIDGE ROAD                                                            | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | WILKIE BRIDGE<br>ROAD                               |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | DEE<br>144-B 74           | DEED     | LOTS & TRACTS                                                                             | Party 1                 | RIVERBEND<br>PROPERTIES INC                                                   | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE      |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

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| <u>11/16/2023</u> | MTG<br>6670<br>650        | MORTGAGE CANCELLATION |            | Party 1                 | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE<br>RIVERBEND<br>PROPERTIES INC | HOMETRUST<br>BANK | <u>MTG</u><br><u>6097</u><br><u>90</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |

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| 02/04/1992 | MTG 1465 187           | MORTGAGE | LOTS & TRACTS              | Party 1 BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N<br>RIVERBEND<br>SPORTSMANS<br>RESORT INC | PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG   |               | MTG 1718                                                                                                                                                                       | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 08/12/1992 | MTG 1504 900           | MORTGAGE | 395.23 A NR<br>FINGERVILLE | Party 1 RIVERBEND<br>PROPERTIES INC                                                                              | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M |               | MTG 1837                                                                                                                                                                       | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
|            |                        |          |                            |                                                                                                                  |                                           |               | 107<br>MTG 1841<br>469<br>MTG 1850<br>694<br>MTG 1857<br>185<br>MTG 1865<br>477<br>MTG 1954<br>522<br>MTG 2048<br>648<br>MTG 2048<br>881<br>MTG 2142<br>144<br>MTG 2250<br>806 |                                   |                            |
| 08/12/1992 | MTG 1504 895           | MORTGAGE | 395.23 A NR<br>FINGERVILLE | Party 1 RIVERBEND<br>PROPERTIES INC                                                                              | PALMETTO<br>FARM CREDIT<br>ACA            |               | MTG 1951                                                                                                                                                                       | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
|            |                        |          |                            |                                                                                                                  |                                           |               | 369<br>MTG 2221<br>251<br>MTG 2221<br>683                                                                                                                                      |                                   |                            |
| 09/15/1992 | MTG 1511 206           | MORTGAGE | 395.23 A NR<br>FINGERVILLE | Party 1 BARNWELL<br>PAUL J<br>BARNWELL                                                                           | PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG   |               | MTG 2221                                                                                                                                                                       | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |

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|                   |                        |                               |                                             |                      | RALPH T<br>BRENDLE<br>RALPH N<br>ESTES R T<br>LEHNER PAUL H                                                 |                                            | MTG<br>2221<br>683 |                                       |                                |
| <u>01/07/1993</u> | MTG 1535 562           | MORTGAGE PARTIAL RELEASE      | 26.48 A NR<br>FINGERVILLE                   | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                 | FARM CREDIT<br>BANK OF<br>COLUMBIA<br>-THE |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>01/15/1993</u> | MTG 1537 437           | MORTGAGE PARTIAL RELEASE      | 26.48 A NR<br>FINGERVILLE                   | Party 2              | BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N<br>ESTES R T<br>RIVERBEND<br>PROPERTIES INC | FARM CREDIT<br>BANK OF<br>COLUMBIA<br>-THE |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/18/1993</u> | MTG 1603 303           | MORTGAGE RELEASE LOT 7        | RAINMILL ESTATES<br>SUBV RAINBOW LAKE<br>RD | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                 | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M  |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/21/1993</u> | MTG 1604 298           | MORTGAGE PARTIAL RELEASE LOT  | 7 RAINMILL ESTS SUBV<br>RAINBOW LAKE RD     | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                 | FARM CREDIT<br>BANK OF<br>COLUMBIA<br>-THE |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/20/1994</u> | MTG 1674 689           | MORTGAGE PARTIAL RELEASE LOTS | 1-20 INCL RAINMILL<br>ESTS SUBV             | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                 | FARM CREDIT<br>BANK OF<br>COLUMBIA<br>-THE |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>07/20/1994</u> | MTG 1674 687           | MORTGAGE PARTIAL RELEASE LOT  | 20 RAINMILL ESTS<br>SUBV RAINBOW LAKE<br>RD | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                 | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M  |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/09/1994</u> | MTG 1678.759           | MORTGAGE PARTIAL RELEASE LOT  | 10 RAINMILL ESTS<br>SUBV RAINBOW LAKE<br>RD | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                 | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M  |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>08/16/1994</u> | MTG 1680 367           | MORTGAGE LOTS & TRACTS        |                                             | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                                              | PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG    | MTG 2062<br>833    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>02/07/1995</u> | MTG 1715 575           | MORTGAGE PARTIAL RELEASE LOTS | 1-20 RAINMILL<br>ESTATES SUBV               | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                 | FARM CREDIT<br>BANK OF<br>COLUMBIA<br>-THE |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>02/21/1995</u> | MTG 1718 25            | MORTGAGE CANCELLATION         |                                             | Party 1              | BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N<br>RIVERBEND<br>SPORTSMANS<br>RESORT INC    | PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG    | MTG 1463<br>187    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

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| <u>11/03/1995</u> | MTG 1776 987           | MORTGAGE CANCELLATION          |                                               | Party 2              | RIVER BEND SPORTSMANS RESORT INC                          | HORTON DAVID N PROCTOR ROBIN R                            | MTG 1167 395 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/21/1996</u> | MTG 1837 107           | MORTGAGE RELEASE LOT 1         | RAINMILL ESTATES SUBV SECT II WILKINS FORD RD | Party 1              | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | RIVERBEND PROPERTIES INC                                  | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/21/1996</u> | MTG 1837 107           | MORTGAGE RELEASE LOT 1         | RAINMILL ESTATES SUBV SECT II WILKINS FORD RD | Party 2              | RIVERBEND PROPERTIES INC                                  | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/21/1996</u> | MTG 1837 107           | MORTGAGE RELEASE LOT 1         | RAINMILL ESTATES SUBV SECT II WILKINS FORD RD | Party 2              | RIVERBEND PROPERTIES INC                                  | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>07/05/1996</u> | MTG 1841 469           | MORTGAGE PARTIAL RELEASE 1 LOT |                                               | Party 1              | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | RIVERBEND PROPERTIES INC                                  | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>07/05/1996</u> | MTG 1841 469           | MORTGAGE PARTIAL RELEASE 1 LOT |                                               | Party 2              | RIVERBEND PROPERTIES INC                                  | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>07/05/1996</u> | MTG 1841 469           | MORTGAGE PARTIAL RELEASE 1 LOT |                                               | Party 2              | RIVERBEND PROPERTIES INC                                  | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/08/1996</u> | MTG 1850 694           | MORTGAGE PARTIAL RELEASE LOT 2 | RAINMILL ESTATES SUBV WILKINS FORD RD         | Party 1              | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | RIVERBEND PROPERTIES INC                                  | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/08/1996</u> | MTG 1850 694           | MORTGAGE PARTIAL RELEASE LOT 2 | RAINMILL ESTATES SUBV WILKINS FORD RD         | Party 2              | RIVERBEND PROPERTIES INC                                  | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/08/1996</u> | MTG 1850 694           | MORTGAGE PARTIAL RELEASE LOT 2 | RAINMILL ESTATES SUBV WILKINS FORD RD         | Party 2              | RIVERBEND PROPERTIES INC                                  | BAIDEN MYRTLE MCMILLAN FRANCES M RIVERBEND PROPERTIES INC | MTG 1504 900 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |



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| <u>09/03/1996</u> | MTG<br>1857 185        | MORTGAGE | RELEASE LOT 9<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 1              | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC                                       | RIVERBEND<br>PROPERTIES<br>INC<br>RIVERBEND<br>PROPERTIES INC            | <u>1504</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |
| <u>09/03/1996</u> | MTG<br>1857 185        | MORTGAGE | RELEASE LOT 9<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 2              | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC                                                  | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | <u>1504</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |
| <u>09/03/1996</u> | MTG<br>1857 185        | MORTGAGE | RELEASE LOT 9<br>RAINMILL ESTATES<br>SUBV SECT II WILKINS<br>FORD RD | Party 2              | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC                                                  | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | <u>1504</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |
| <u>10/02/1996</u> | MTG<br>1865 477        | MORTGAGE | PARTIAL RELEASE<br>0.743 A                                           | Party 1              | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC                                       | RIVERBEND<br>PROPERTIES<br>INC<br>RIVERBEND<br>PROPERTIES INC            | <u>1504</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |
| <u>10/02/1996</u> | MTG<br>1865 477        | MORTGAGE | PARTIAL RELEASE<br>0.743 A                                           | Party 2              | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC                                                  | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | <u>1504</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |
| <u>10/02/1996</u> | MTG<br>1865 477        | MORTGAGE | PARTIAL RELEASE<br>0.743 A                                           | Party 2              | RIVERBEND<br>PROPERTIES INC<br>RIVERBEND<br>PROPERTIES INC                                                  | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | <u>1504</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |
| <u>07/30/1997</u> | MTG<br>1951 369        | MORTGAGE | PARTIAL RELEASE<br>10.594 A NR<br>FINGERVILLE                        | Party 2              | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T |                                                                          | <u>1511</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |
| <u>07/30/1997</u> | MTG<br>1951 369        | MORTGAGE | PARTIAL RELEASE<br>10.594 A NR<br>FINGERVILLE                        | Party 2              | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL            |                                                                          | <u>1511</u> | <u>Copy to Clipboard</u> | <u>View Image</u> |

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|                   |                        |                                             |                            |                      | RALPH T                                                                                                                       |               |                          |                                   |                            |
| <u>07/30/1997</u> | MTG<br>1951 369        | MORTGAGE PARTIAL RELEASE                    | 10.594 A NR<br>FINGERVILLE | Party 2              | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T                   |               | <a href="#">MTG 1511</a> | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>07/30/1997</u> | MTG<br>1951 369        | MORTGAGE PARTIAL RELEASE                    | 10.594 A NR<br>FINGERVILLE | Party 2              | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T                   |               | <a href="#">MTG 1511</a> | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>07/30/1997</u> | MTG<br>1951 369        | MORTGAGE PARTIAL RELEASE                    | 10.594 A NR<br>FINGERVILLE | Party 1              | AGFIRST FARM<br>CREDIT BANK<br>AGFIRST FARM<br>CREDIT BANK<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T |               | <a href="#">MTG 1504</a> | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>07/30/1997</u> | MTG<br>1951 369        | MORTGAGE PARTIAL RELEASE                    | 10.594 A NR<br>FINGERVILLE | Party 1              | AGFIRST FARM<br>CREDIT BANK<br>AGFIRST FARM<br>CREDIT BANK<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T |               | <a href="#">MTG 1504</a> | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/08/1997</u> | MTG<br>1954 522        | MORTGAGE RELEASE 10.594 A NR<br>FINGERVILLE |                            | Party 1              | BAIDEN MYRTLE RIVERBEND<br>MCMILLAN PROPERTIES<br>FRANCES M INC<br>RIVERBEND RIVERBEND<br>PROPERTIES INC PROPERTIES<br>INC    |               | <a href="#">MTG 1504</a> | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/08/1997</u> | MTG<br>1954 522        | MORTGAGE RELEASE 10.594 A NR<br>FINGERVILLE |                            | Party 2              | RIVERBEND BAIDEN<br>PROPERTIES INC MYRTLE<br>RIVERBEND MCMILLAN<br>PROPERTIES INC FRANCES M<br>RIVERBEND PROPERTIES<br>INC    |               | <a href="#">MTG 1504</a> | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |

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| <u>08/08/1997</u> | MTG<br>1954 522        | MORTGAGE RELEASE             | 10.594 A NR<br>FINGERVILLE             | Party 2              | RIVERBEND<br>PROPERTIES INC                                                | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC   | MTG<br>1504<br>900                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | MTG<br>2049 394        | MORTGAGE LOTS & TRACTS       |                                        | Party 1              | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE                              | ARTHUR<br>STATE BANK                                                       | MTG<br>6097<br>41<br>MTG<br>6106<br>793 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | MTG<br>2048 881        | MORTGAGE PARTIAL RELEASE LOT | 17 RAINMILL ESTATES<br>RAINBOW LAKE RD | Party 1              | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC      | RIVERBEND<br>PROPERTIES INC                                                | MTG<br>1504<br>900                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | MTG<br>2048 881        | MORTGAGE PARTIAL RELEASE LOT | 17 RAINMILL ESTATES<br>RAINBOW LAKE RD | Party 2              | RIVERBEND<br>PROPERTIES INC                                                | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC   | MTG<br>1504<br>900                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | MTG<br>2048 881        | MORTGAGE PARTIAL RELEASE LOT | 17 RAINMILL ESTATES<br>RAINBOW LAKE RD | Party 2              | RIVERBEND<br>PROPERTIES INC                                                | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC   | MTG<br>1504<br>900                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | MTG<br>2048 648        | MORTGAGE PARTIAL RELEASE LOT | 18 RAINMILL ESTATES<br>SECT II         | Party 1              | BAIDEN MYRTLE<br>M<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | RIVERBEND<br>PROPERTIES INC                                                | MTG<br>1504<br>900                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | MTG<br>2048 648        | MORTGAGE PARTIAL RELEASE LOT | 18 RAINMILL ESTATES<br>SECT II         | Party 2              | RIVERBEND<br>PROPERTIES INC                                                | BAIDEN<br>MYRTLE M<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | MTG<br>2048 648        | MORTGAGE PARTIAL RELEASE LOT | 18 RAINMILL ESTATES<br>SECT II         | Party 2              | RIVERBEND<br>PROPERTIES INC                                                | BAIDEN<br>MYRTLE M<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES INC | MTG<br>1504<br>900                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>04/24/1998</u> | 98-1023                | UCC                          | UCC                                    | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC                                     |                                                                            |                                         | <a href="#">Copy to Clipboard</a> | Not Available              |
| <u>05/26/1998</u> | MTG<br>2062 833        | MORTGAGE CANCELLATION        |                                        | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                             | PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG                                    | MTG<br>1680<br>367                      | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |

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| <u>11/24/1998</u> | MTG<br>2137 641        | MORTGAGE | PORT TRACT 2 RIVER<br>BEND                           | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC                                                                                                          | ARTHUR<br>STATE BANK                                                                                                                 | <u>MTG</u><br><u>4837</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>12/02/1998</u> | MTG<br>2142 144        | MORTGAGE | PARTIAL RELEASE LOT<br>8 RAINMILL ESTATES<br>SECT II | Party 1              | BAIDEN MYRTLERIVERBEND<br>MCMILLAN PROPERTIES<br>FRANCES M INC<br>RIVERBEND RIVERBEND<br>PROPERTIES INC                                         | PROPERTIES INC                                                                                                                       | <u>MTG</u><br><u>1504</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>12/02/1998</u> | MTG<br>2142 144        | MORTGAGE | PARTIAL RELEASE LOT<br>8 RAINMILL ESTATES<br>SECT II | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                                                     | BAIDEN MYRTLE<br>MCMILLAN                                                                                                            | <u>MTG</u><br><u>1504</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>12/02/1998</u> | MTG<br>2142 144        | MORTGAGE | PARTIAL RELEASE LOT<br>8 RAINMILL ESTATES<br>SECT II | Party 2              | RIVERBEND<br>PROPERTIES INC                                                                                                                     | BAIDEN MYRTLE<br>MCMILLAN<br>FRANCES M<br>RIVERBEND<br>PROPERTIES<br>INC                                                             | <u>MTG</u><br><u>1504</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>04/05/1999</u> | 99-965                 | UCC      | UCC                                                  | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC                                                                                                          |                                                                                                                                      |                           | <u>Copy to</u><br><u>Clipboard</u> | Not<br>Available            |
| <u>04/05/1999</u> | MTG<br>2192 40         | MORTGAGE | LOTS & TRACTS                                        | Party 1              | RIVERBEND<br>SPORTSMANS<br>RESORT INC                                                                                                           | ARTHUR<br>STATE BANK                                                                                                                 |                           | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>06/02/1999</u> | MTG<br>2214 698        | MORTGAGE | 395.23 A NR<br>FINGERVILLE                           | Party 1              | RIVERBEND<br>PROPERTIES INC                                                                                                                     | ARTHUR<br>STATE BANK                                                                                                                 | <u>MTG</u><br><u>2557</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>06/17/1999</u> | MTG<br>2221 683        | MORTGAGE | ASSIGNMENT                                           | Party 1              | AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T | PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA | <u>MTG</u><br><u>1511</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |
| <u>06/17/1999</u> | MTG<br>2221 683        | MORTGAGE | ASSIGNMENT                                           | Party 1              | AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>AGFIRST FARM<br>CREDIT BANK<br>-SUCC<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL            | PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA                                   | <u>MTG</u><br><u>1511</u> | <u>Copy to</u><br><u>Clipboard</u> | <u>View</u><br><u>Image</u> |

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| 06/17/1999 | MTG<br>2221 251        | MORTGAGE CANCELLATION               |            | Party 1              | RALPH T<br>BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N | ACA<br>PALMETTO<br>FARM CREDIT<br>ACA<br>PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG<br>PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG | MTG<br>1511                                             | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 06/17/1999 | MTG<br>2221 251        | MORTGAGE CANCELLATION               |            | Party 1              | BARNWELL<br>PAUL J<br>BARNWELL<br>PAUL J<br>BARNWELL<br>RALPH T<br>BARNWELL<br>RALPH T<br>BRENDLE<br>RALPH N            | PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG<br>PALMETTO<br>FARM CREDIT<br>ACA OF SPTBG                                          | MTG<br>1511                                             | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 08/26/1999 | MTG<br>2250 806        | MORTGAGE CANCELLATION               |            | Party 1              | RIVERBEND<br>PROPERTIES INC                                                                                             | BAIDEN<br>MYRTLE<br>MCMILLAN<br>FRANCES M                                                                                   | MTG<br>1504                                             | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 08/31/2001 | MTG<br>2549 286        | MORTGAGE 395.23 A NR<br>FINGERVILLE |            | Party 1              | RIVERBEND<br>PROPERTIES INC                                                                                             | ARTHUR<br>STATE BANK                                                                                                        |                                                         | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 09/18/2001 | MTG<br>2557 966        | MORTGAGE CANCELLATION               |            | Party 1              | RIVERBEND<br>PROPERTIES INC                                                                                             | ARTHUR<br>STATE BANK                                                                                                        | MTG<br>2214                                             | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 09/04/2002 | MTG<br>2768 315        | MORTGAGE MTG                        |            | Party 1              | RIVERBEND<br>SPORTMANS<br>RESORT INC                                                                                    | ARTHUR<br>STATE BANK                                                                                                        | MTG<br>3502                                             | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 09/04/2002 | MTG<br>2768 308        | MORTGAGE MTG                        |            | Party 1              | RIVERBEND<br>PROPERTIES INC                                                                                             | ARTHUR<br>STATE BANK                                                                                                        | MTG<br>3398                                             | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 09/09/2002 | MTG<br>2771 119        | MORTGAGE CANC                       |            | Party 1              | RIVERBEND<br>SPORTMANS<br>RESORT INC                                                                                    | ARTHUR<br>STATE BANK                                                                                                        | MTG<br>742<br>4244<br>360<br>5188<br>986<br>6198<br>807 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| 09/09/2002 | MTG<br>2771 118        | MORTGAGE CANC                       |            | Party 1              | RIVERBEND<br>PROPERTIES INC                                                                                             | ARTHUR<br>STATE BANK                                                                                                        |                                                         | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |

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| <u>03/04/2005</u> | MTG 3398 742           | MORTGAGE RELEASE                                       |            | Party 1              | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC                     | RIVERBEND PROPERTIES INC                      | MTG 2768 308 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>03/04/2005</u> | MTG 3398 742           | MORTGAGE RELEASE                                       |            | Party 2              | RIVERBEND PROPERTIES INC                                          | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC | MTG 2768 308 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/03/2005</u> | MTG 3492 289           | MORTGAGE                                               |            | Party 1              | RIVER BEND SPORTSMAN RESORT INC                                   | ARTHUR STATE BANK                             | MTG 6198 939 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>08/22/2005</u> | MTG 3502 198           | MORTGAGE CANCELLATION                                  |            | Party 1              | RIVERBEND SPORTSMANS RESORT INC                                   | ARTHUR STATE BANK                             | MTG 2768 315 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/29/2009</u> | MTG 4244 360           | MORTGAGE RELEASE LOT 19 RAINMILL ESTATES SECT II       |            | Party 1              | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC                     | RIVERBEND PROPERTIES INC                      | MTG 2768 308 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>06/29/2009</u> | MTG 4244 360           | MORTGAGE RELEASE LOT 19 RAINMILL ESTATES SECT II       |            | Party 2              | RIVERBEND PROPERTIES INC                                          | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC | MTG 2768 308 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>03/19/2014</u> | MTG 4837 387           | MORTGAGE CANCELLATION 2137/641                         |            | Party 1              | RIVER BEND SPORTSMANS RESORT INC                                  | ARTHUR STATE BANK                             | MTG 2137 641 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>12/21/2015</u> | MEC 35 605             | LIEN MECHANICS LIEN                                    |            | Party 1              | RIVER BEND SPORTSMAN RESORT I<br>BRENDLE RALPH W                  | HERTZ EQUIPMENT RENTAL CORP                   |              | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>10/25/2016</u> | MTG 5188 986           | MORTGAGE PARTIAL RELEASE LOT 3 RAINMILL ESTATES SEC II |            | Party 1              | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC                     | RIVERBEND PROPERTIES INC                      | MTG 2768 308 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>10/25/2016</u> | MTG 5188 986           | MORTGAGE PARTIAL RELEASE LOT 3 RAINMILL ESTATES SEC II |            | Party 2              | RIVERBEND PROPERTIES INC                                          | ARTHUR STATE BANK<br>RIVERBEND PROPERTIES INC | MTG 2768 308 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>05/19/2021</u> | MTG 6097 40            | MORTGAGE CANCELLATION                                  |            | Party 2              | RIVER BEND SPORTSMANS RESORT INC                                  | FEDERAL LAND BANK OF COLUMBIA -THE            |              | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>05/19/2021</u> | MTG 6097 90            | MORTGAGE LOTS & TRACTS                                 |            | Party 1              | RIVER BEND SPORTSMANS RESORT INC -THE<br>RIVERBEND PROPERTIES INC | HOMETRUST BANK                                | MTG 6670 650 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |
| <u>05/19/2021</u> | MTG 6097 90            | MORTGAGE LOTS & TRACTS                                 |            | Party 1              | RIVER BEND SPORTSMANS RESORT INC -THE                             | HOMETRUST BANK                                | MTG 6670 650 | <a href="#">Copy to Clipboard</a> | <a href="#">View Image</a> |

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|                   |                        |          |                                                                                           |                      | RIVERBEND<br>PROPERTIES INC                                                  |                                             |                    |                                       |                                |
| <u>05/19/2021</u> | MTG<br>6097 67         | MORTGAGE | MORTGAGE<br>ASSIGNMENT OF<br>LEASES AND RENTS<br>SECURITY AGREEMENT<br>AND FIXTURE FILING | Party 1              | RIVERBEND<br>PROPERTIES INC                                                  | HOMETRUST<br>BANK                           | MTG<br>6670<br>542 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>05/19/2021</u> | MTG<br>6097 41         | MORTGAGE | CANCELLATION                                                                              | Party 2              | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                | ARTHUR<br>STATE BANK                        | MTG<br>2049<br>394 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>05/19/2021</u> | MTG<br>6097 42         | MORTGAGE | MORTGAGE<br>ASSIGNMENT OF<br>LEASES AND RENTS<br>SECURITY AGREEMENT<br>AND FIXTURE FILING | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                               | HOMETRUST<br>BANK                           | MTG<br>6670<br>547 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/02/2021</u> | MTG<br>6106 793        | MORTGAGE | CANCELLATION                                                                              | Party 1              | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE                                | ARTHUR<br>STATE BANK                        | MTG<br>2049<br>394 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>06/02/2021</u> | MTG<br>6106 794        | MORTGAGE | CANCELLATION                                                                              | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                               | FEDERAL<br>LAND BANK<br>OF COLUMBIA<br>-THE | MTG<br>1243<br>985 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/15/2021</u> | MTG<br>6198 807        | MORTGAGE | CANCELLATION                                                                              | Party 1              | RIVERBEND<br>PROPERTIES INC                                                  | ARTHUR<br>STATE BANK                        | MTG<br>2768<br>308 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>09/15/2021</u> | MTG<br>6198 939        | MORTGAGE | CANCELLATION                                                                              | Party 1              | RIVER BEND<br>SPORTSMAN<br>RESORT INC                                        | ARTHUR<br>STATE BANK                        | MTG<br>3492<br>289 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | MTG<br>6663 45         | MORTGAGE | LOTS & TRACTS                                                                             | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                               | HOMETRUST<br>BANK                           | MTG<br>6695<br>177 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>10/31/2023</u> | MTG<br>6663 36         | MORTGAGE | LOTS 1-14 INCL THE<br>SANCTUARY AT<br>RIVERBEND<br>118.69 A                               | Party 1              | RIVERBEND<br>PARTNERS LLC                                                    | HOMETRUST<br>BANK                           |                    | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/16/2023</u> | MTG<br>6670 547        | MORTGAGE | CANCELLATION                                                                              | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                               | HOMETRUST<br>BANK                           | MTG<br>6097<br>42  | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/16/2023</u> | MTG<br>6670 650        | MORTGAGE | CANCELLATION                                                                              | Party 1              | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE<br>RIVERBEND<br>PROPERTIES INC | HOMETRUST<br>BANK                           | MTG<br>6097<br>90  | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |

| Date              | Book Info<br>/ FileNum | Doc Type               | Legal Desc | Search<br>Party Type | Searched Party                                                               | Reverse Party     | XRef        | Clipboard                             | Image?                         |
|-------------------|------------------------|------------------------|------------|----------------------|------------------------------------------------------------------------------|-------------------|-------------|---------------------------------------|--------------------------------|
| <u>11/16/2023</u> | MTG 6670 650           | MORTGAGE CANCELLATION  |            | Party 1              | RIVERBEND<br>SPORTSMANS<br>RESORT INC<br>-THE<br>RIVERBEND<br>PROPERTIES INC | HOMETRUST<br>BANK | MTG<br>6097 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>11/16/2023</u> | MTG 6670 542           | MORTGAGE CANCELLATION  |            | Party 1              | RIVER BEND<br>SPORTSMAN<br>RESORT INC<br>-THE                                | HOMETRUST<br>BANK | MTG<br>697  | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>12/05/2023</u> | MTG 6678 208           | MORTGAGE LOTS & TRACTS |            | Party 1              | RIVERBEND<br>PARTNERS LLC                                                    | HOMETRUST<br>BANK |             | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |
| <u>01/16/2024</u> | MTG 6695 177           | MORTGAGE CANCELLATION  |            | Party 1              | RIVER BEND<br>SPORTSMANS<br>RESORT INC<br>-THE                               | HOMETRUST<br>BANK | MTG<br>6663 | <a href="#">Copy to<br/>Clipboard</a> | <a href="#">View<br/>Image</a> |



South Carolina Department of  
Employment and Workforce[Lien Registry Home](#) [Registry Lookup](#) [Debtors Corner](#) [FAQs](#)

## Lien Registry

[Back to SC DEW Main Website](#)

## Lien Search

☒ Search by Lien Details☐ Search by Individual☐ Search by Business☒ View Search Options

Please use the FAQs section for help with search options and to get answers for all lien registry related questions.

Business Name Employer Account ID End user ID Enter business ID Issued From Issued To 

Search

Print

No matching information found

## Lien Registry Results

[Export Data](#)

Showing 0 to 0 of 0 results

[←](#) [→](#)

| LIEN ID | ACCOUNT NUMBER | TYPE | STATUS/STATUS | EXPIRATION | JOB NAME | LIEN NAME | BALANCE AMT | DELETED | PAID | STATUS | DATE |
|---------|----------------|------|---------------|------------|----------|-----------|-------------|---------|------|--------|------|
|---------|----------------|------|---------------|------------|----------|-----------|-------------|---------|------|--------|------|

Showing 0 to 0 of 0 results

[←](#) [→](#)• **Lien ID** - View additional SCDEW statewide lien information.• **Issued** - Where the lien was issued. All liens in this registry are considered statewide liens as of June 1, 2021.• **Date Filed** - Date the lien was filed.• **Date Satisfied** - View lien satisfaction information. Print a screenshot if needed. Liens are satisfied when the debt is paid in full.

Lien records are updated as information becomes available. If a lien is paid in full, it may take up to 30 days for the payment to process and the satisfaction to be posted. A zero balance may reflect that the payment and satisfaction are processing. Liens that are expunged due to an administrative correction and liens that have status of expired are not displayed.



South Carolina Department of  
Employment and Workforce

Lien Registry Home

Registry Lookup

Debtors Center

F.A.Q.

Lien Registry

Back to SC DEW Main Website

Lien Search

Search by Lien Details

Search by Individual

Search by Business

X Hide Search Options

Please use the FAQ section for help with search options and to get answers for all Lien Registry related questions.

Business Name

Account ID

Employer Account ID

Business ID#

Enter business ID#

Linked From

mm/dd/yyyy

Linked To

mm/dd/yyyy

Search

Reset

No matching information found

Lien Registry Results

Export Data

Showing 0 to 0 of 0 results

| LEN ID | ACCOUNT NUMBER | LEN | OWNER NAME | DEB NAME | ADDRESS | LEN AMT | BALANCE AMT | RECEIVED | REMARK | STATUS | SORTED |
|--------|----------------|-----|------------|----------|---------|---------|-------------|----------|--------|--------|--------|
|--------|----------------|-----|------------|----------|---------|---------|-------------|----------|--------|--------|--------|

Showing 0 to 0 of 0 results

• Lien ID - View additional SC DEW statewide Lien information.

• Issued - When the Lien was issued. All liens in this registry are considered statewide liens as of June 1, 2021.

• Date Filled - Date the Lien was filed.

• Date Satisfied - View Lien satisfaction information. Print a score sheet if needed. Liens are satisfied when the debt is paid in full.

Lien records are updated as information becomes available. If a lien is paid in full, it may take up to 30 days for the payment to process and the satisfaction to be posted. A zero balance may reflect that the payment and satisfaction are processing. Liens that are expunged due to an administrative correction and liens that have statutorily expired are not displayed.



South Carolina Department of  
Employment and Workforce

Lien Registry HomeRegistry LookupDebtors CornerFAQ

Lien Registry

Back to SC DEW Main Website

Lien Search

☒ Search by business

☐ Search by individual

☐ Search by business

☐ 15% Search Options

Please use the FAQ section for help with search options and to get answers for all Lien Registry related questions.

Business Name

Owner/Debtor

Employer Account ID

Employer Account ID

Issued From

mm/dd/yyyy

Business FTEE

Enter business ftee

Issued to

mm/dd/yyyy

Search

Reset

No matching information found

Lien Registry Results

Export Data

Showing 0 to 0 of 0 results

12/15/2024

ACCOUNT NAME

10%

SUBMITTER NAME

DEBIT BALANCE

ADDRESS

LENDER NAME

BALANCE DUE

05/19/2024

05/19/2024

STATUS

SALES TAX

Showing 0 to 0 of 0 results

• Lien ID - View additional SCDEW statewide Lien information

• Issued - When the Lien was issued. All Liens in this registry are considered statewide liens as of June 1, 2023.

• Date Filed - Date the Lien was filed.

• Date Satisfied - View Lien satisfaction information. Print a screenshot if needed. Liens are satisfied when the debt is paid in full.

Lien records are updated as information becomes available. If a Lien is paid in full, it may take up to 30 days for the payment to process and the satisfaction to be posted. A zero balance may reflect that the payment and satisfaction are processing. Liens that are expunged due to an administrative correction and Liens that have statutorily expired are not displayed.



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Lien Search

Search by Lien Details

Search by Individual

Search by Business

X More Search Options

Please use the FAQ section for help with search options and to get answers for all Lien Registry related questions.

Business Name

the storebrand

Employer Account ID

Employer Account ID

Business F.I.C.

Enter business F.I.C.

Issued From

mm/dd/yyyy

Issued To

mm/dd/yyyy

Search

Reset

No matching information found

Lien Registry Results

Export Data

Showing 0 to 0 of 0 results

12345678910

ACCOUNT NUMBER

TYPE

SUPPLIER NAME

TERMS

ADJUDIC

ISSUED DATE

BALANCE DUE

DELETED

STATUS

PAID

Showing 0 to 0 of 0 results

• View ID - View additional SCDEW statewide lien information.

• Issued - Where the lien was issued. All liens in this registry are considered statewide liens as of June 1, 2021.

• Date Filed - Date the lien was filed.

• Date Satisfied - View lien satisfaction information. Print a screenshot if needed. Liens are satisfied when the debts paid in full.

Our records are updated as information becomes available. If a lien is paid in full, it may take up to 30 days for the payment to process and the satisfaction to be posted. A zero balance may reflect that the payment and satisfaction are processing. Liens that are expunged due to an administrative correction and liens that have statutenly expired are not displayed.



Menu

Unaid

Individual

Business

### Search for a Business

Find a state tax return using a business's legal name or a registered DBA (doing-business-as) name. The name formatting is based on the information provided to the SCDOR, and may not exactly match the legal name of the business. Use the optional FEIN field to refine your search.

|               |            |                          |                                               |
|---------------|------------|--------------------------|-----------------------------------------------|
| Business Name | based from | <input type="checkbox"/> | <input checked="" type="checkbox"/> Active    |
| FEIN          | based to   | <input type="checkbox"/> | <input checked="" type="checkbox"/> Satisfied |

No records found based on your search criteria.

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| Lien ID                                                                                                                                                                                                                                                                                            | Lien Description | Business                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------|
| <b>Search for a Business</b>                                                                                                                                                                                                                                                                       |                  |                                    |
| Find a state tax lien using a business's legal name or associated DBA (doing-business-as) name. The name forecasting is based on the information provided to the SC DOR, and may not exactly match the legal name of the business. Use the optional FUD (Filing Unit) field to refine your search. |                  |                                    |
| Business Name                                                                                                                                                                                                                                                                                      | Lien From        | <input type="checkbox"/> Active    |
| Business ID                                                                                                                                                                                                                                                                                        | Lien To          | <input type="checkbox"/> Satisfied |
| <input type="button" value="Search"/>                                                                                                                                                                                                                                                              |                  |                                    |

Lien records are updated as information becomes available. If a lien is paid in full, it may take up to 30 days for the payment to process and the satisfaction to be posted. A zero balance may reflect that the payment and satisfaction are processing. Liens that are expunged due to an administrative correction and liens that have statutory expired are not displayed.

- **Lien ID** - Click to view additional lien information.
- **Balance Due** - The total balance due on this lien. Click to make a payment.
- **Projected Payoff** - Click to estimate the balance due up to 60 days in the future.
- **Filed** - Where the lien was filed. All liens on this registry are considered statewide (as of November 1, 2019).
- **Date Filed** - Date the lien was filed.
- **Date Satisfied** - Click to view lien satisfaction information. Liens are satisfied when the debt is paid in full.
- **Partial Release** - The date the lien was partially released, if applicable. If the lien has been partially released, click to view more information. The release only applies to the specific tract or parcel of land listed.

#### Lien Records

| Lien ID | Business Name        | Sponsor DBA Name | Address                                                             | Liened    | Balance Due | Projected Payoff | Date Filed  | Date Satisfied | Partial Release |
|---------|----------------------|------------------|---------------------------------------------------------------------|-----------|-------------|------------------|-------------|----------------|-----------------|
| 1135616 | REVEREND FUNDING LLC | REVEREND FUNDING | 3550 RICHARD BARNES BLVD<br>STE 134 SANTA ROSA CA<br>95603-0921 USA | Statewide | 709.68      | Estimate         | 17-Nov-2023 |                |                 |

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◀ New

Get D

Individual

Business

### Search for a Business

Find a state tax return using a business's legal name or associated DBA (doing-business-as) name. The next formatting is based on the information provided to the SCDOX, and may not exactly match the legal name of the business. Use the optional EIN field to refine your search.

|                       |              |                          |                                               |
|-----------------------|--------------|--------------------------|-----------------------------------------------|
| Business Name         | Indexed From | <input type="checkbox"/> | <input checked="" type="checkbox"/> Active    |
| THE RIVER BEND        | Indexed To   | <input type="checkbox"/> | <input checked="" type="checkbox"/> Satisfied |
| Use four digit of EIN |              |                          |                                               |

No records found based on your search criteria.

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### Search for a Business

Find a state tax lien using a business's legal name or associated DBA (doing-business-as) name. The name formatting is based on the information provided to the SCDOA, and may not exactly match the legal name of the business. Use the optional RIN field to refine your search.

|                        |             |                          |                                            |
|------------------------|-------------|--------------------------|--------------------------------------------|
| Business Name          | Linked From | <input type="checkbox"/> | <input checked="" type="checkbox"/> Active |
| THE RIVERBEND          |             |                          |                                            |
| Link four digit of RIN | Linked to   | <input type="checkbox"/> | Substituted                                |
|                        |             |                          |                                            |

Search

No records found based on your search criteria.

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## Spartanburg County Seventh Judicial Circuit Public Index



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Search By... Court Type All Courts Court Agency All Agencies

Case #  Case Type All Case Types Case SubType All Case Sub-Types

Last Name/Business river bend First  Middle  Suffix

Party Type All

Action Type All Actions CDR Code

Indictment #

Date Type  Beginning  Ending

Tax Map# From  Through

Only for Civil Cases... Index Search ☒ All ☐ Ls Pendens ☐ Judgments | Cross Index Search ☒ All ☐ Judgment For ☐ Judgment Against

| Search                        |            | Reset Search Fields |            | Name Search Option <input checked="" type="radio"/> Begins With <input type="radio"/> Contains |                  |              |                      |            |              |
|-------------------------------|------------|---------------------|------------|------------------------------------------------------------------------------------------------|------------------|--------------|----------------------|------------|--------------|
| Name                          | Party Type | Case Number         | Filed Date | Case Status                                                                                    | Disposition Date | Type         | Subtype              | Judgment # | Court Agency |
| River Bend                    | Defendant  | 1990TR4209200       | 11/29/1990 | Judgment                                                                                       | 11/29/1990       | Judgment     | Transcript of Judgme | 137093     | Common Pleas |
| River Bend Sportsman'S        | Defendant  | 1998TR4207254       | 07/17/1998 | Judgment                                                                                       | 07/17/1998       | Judgment     | Transcript of Judgme | 215273     | Common Pleas |
| River Bend Sportsman'S Resort | Defendant  | 2019CP4202823       | 08/12/2019 | Dismissed                                                                                      | 12/17/2020       | Common Pleas | Debt Collection 110  |            | Common Pleas |
| River Bend Tavern & Cafe      | Defendant  | 1999TR4217002       | 09/08/1999 | Satisfied                                                                                      | 09/21/2000       | Judgment     | Transcript of Judgme | 230210     | Common Pleas |
| River Bend Tavern & Cafe      | Defendant  | 1999TR4218341       | 12/07/1999 | Judgment                                                                                       | 12/07/1999       | Judgment     | Transcript of Judgme | 233083     | Common Pleas |
| River Bend Tavern & Cafe      | Defendant  | 2000TR4219151       | 01/07/2000 | Satisfied                                                                                      | 01/07/2000       | Judgment     | Transcript of Judgme | 234576     | Common Pleas |
| River Bend Tavern & Cafe      | Defendant  | 2000TR4219173       | 01/10/2000 | Satisfied                                                                                      | 01/10/2000       | Judgment     | Transcript of Judgme | 234583     | Common Pleas |
| River Bend Tavern & Cafe      | Defendant  | 2000TR4221407       | 05/12/2000 | Judgment                                                                                       | 07/10/2002       | Judgment     | Transcript of Judgme | 239250     | Common Pleas |
| River Bend Tavern & Cafe      | Defendant  | 2001TR4226151       | 03/20/2001 | Judgment                                                                                       | 03/20/2001       | Judgment     | Transcript of Judgme | 249351     | Common Pleas |
| River Bend Tavern & Cafe      | Defendant  | 2001TR4227332       | 06/29/2001 | Judgment                                                                                       | 06/29/2001       | Judgment     | Transcript of Judgme | 252599     | Common Pleas |

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|                                                                                                                                                                                                                                                                              |                                                    |                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------|
| Search By...                                                                                                                                                                                                                                                                 | Court Type <input type="text" value="All Courts"/> | Court Agency <input type="text" value="All Agencies"/>       |
| Case #                                                                                                                                                                                                                                                                       | <input type="text"/>                               | Case Type <input type="text" value="All Case Types"/>        |
|                                                                                                                                                                                                                                                                              |                                                    | Case SubType <input type="text" value="All Case Sub-Types"/> |
| Last Name/Business                                                                                                                                                                                                                                                           | <input type="text" value="the river bend"/>        | First <input type="text"/>                                   |
|                                                                                                                                                                                                                                                                              |                                                    | Middle <input type="text"/>                                  |
|                                                                                                                                                                                                                                                                              |                                                    | Suffix <input type="text"/>                                  |
| Party Type                                                                                                                                                                                                                                                                   | <input type="text" value="All"/>                   |                                                              |
| Action Type                                                                                                                                                                                                                                                                  | <input type="text" value="All Actions"/>           | CDR Code <input type="text"/>                                |
| Indictment #                                                                                                                                                                                                                                                                 | <input type="text"/>                               |                                                              |
| Date Type                                                                                                                                                                                                                                                                    | <input type="text"/>                               | Beginning <input type="text"/>                               |
|                                                                                                                                                                                                                                                                              |                                                    | Ending <input type="text"/>                                  |
| Tax Map# From                                                                                                                                                                                                                                                                | <input type="text"/>                               | Through <input type="text"/>                                 |
| Only for Civil Cases... Index Search <input checked="" type="radio"/> All <input type="radio"/> Is Pends <input type="radio"/> Judgments   Cross Index Search <input checked="" type="radio"/> All <input type="radio"/> Judgment For <input type="radio"/> Judgment Against |                                                    |                                                              |
| Search <input type="button" value="Reset Search Fields"/>   Name Search Option <input checked="" type="radio"/> Begins With <input type="radio"/> Contains                                                                                                                   |                                                    |                                                              |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------|
| Search By...                                                                                                                                                                                                                                                                    | Court Type <input type="text" value="All Courts"/>    | Court Agency <input type="text" value="All Agencies"/>       |
| Case #                                                                                                                                                                                                                                                                          | Case Type <input type="text" value="All Case Types"/> | Case SubType <input type="text" value="All Case Sub-Types"/> |
| Last Name/Business <input type="text" value="rverbend"/>                                                                                                                                                                                                                        | First <input type="text"/>                            | Middle <input type="text"/>                                  |
| Party Type <input type="text" value="All"/>                                                                                                                                                                                                                                     | CDR Code <input type="text"/>                         |                                                              |
| Action Type <input type="text" value="All Actions"/>                                                                                                                                                                                                                            | Indictment # <input type="text"/>                     |                                                              |
| Date Type <input type="text"/>                                                                                                                                                                                                                                                  | Beginning <input type="text"/>                        | Ending <input type="text"/>                                  |
| Tax Map# From <input type="text"/>                                                                                                                                                                                                                                              | Through <input type="text"/>                          |                                                              |
| Only for Civil Cases... Index Search <input checked="" type="radio"/> All <input type="radio"/> Lis Pendens <input type="radio"/> Judgments   Cross Index Search <input checked="" type="radio"/> All <input type="radio"/> Judgment For <input type="radio"/> Judgment Against |                                                       |                                                              |
| Name Search Option <input checked="" type="radio"/> Begins With <input type="radio"/> Contains                                                                                                                                                                                  |                                                       |                                                              |
| <input type="button" value="Search"/> <input type="button" value="Reset Search Fields"/>                                                                                                                                                                                        |                                                       |                                                              |

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Search By...Court Type  Court Agency

Case #  Case Type  Case SubType

Last Name/Business  First  Middle  Suffix

Party Type

Action Type  CDR Code

Indictment #

Date Type  Beginning  Ending

Tax Map# From  Through

Only for Civil Cases... Index Search ☒ All ☐ Lis Pendens ☐ Judgments | Cross Index Search ☒ All ☐ Judgment For ☐ Judgment Against

| Name Search Option ☒ Begins With ☐ Contains

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File Number: 18613-01249 Abstractor: LC  
Property Address: Wilkie Bridge Rd County: Spartanburg  
Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Acreage: \_\_\_\_\_  
TMS: \_\_\_\_\_ Plat: 184-33 Derivation: \_\_\_\_\_  
184-341

GRANTOR: the Riverbend Sportsman's  
Resort Inc. aka the River  
Bend Sportsman's Resort Inc.

BOOK 144B PAGE 84 CONSID. \_\_\_\_\_

DMT ✓ DOA ✓ DEW ✓ COC ✓

DATED 10-30-23 RECORDED 10-31-23

DERIVATION \_\_\_\_\_

GRANTEE: Riverbend Partners LLC

TOWNSHIP \_\_\_\_\_ PLAT \_\_\_\_\_

DESCRIPTION: ① Lots 1-14 (93.40ac) 184-33

② 118.69ac. 184-341

6618-208 → not Subj  
6663-364

OUNDS:

GRANTOR: Riverbend Properties Inc.

BOOK 144B PAGE 74 CONSID. \_\_\_\_\_

DMT ✓ DOA ✓ DEW ✓ COC ✓

DATED 10-30-23 RECORDED 10-31-23

DERIVATION 59D-358

GRANTEE: the River Bend Sportsman's  
Resort Inc.

TOWNSHIP \_\_\_\_\_ PLAT \_\_\_\_\_

DESCRIPTION: ① Lots 1-14 (93.40ac) 184-33

② 118.69ac. plat 184-341 ✓

③ 395.23 ac. plat 24-417 ✓

Less: 20.74 75-533 ✓

Lots 1-20 119-543 ✓

26.48ac. 118-525 ✓

10-544 138-482 ✓

Lots 1-14 184-33 ✓

118.69ac 184-341 ✓

OUNDS:

6663-45-111  
lien 35-605

GRANTOR: Frances McMillan

BOOK 59D PAGE 358 CONSID. \_\_\_\_\_

Myrtle McMillan Baiden

DMT ✓ DOA ✓ DEW ✓ COC ✓

Elizabeth McMillan Bean

DATED 7-24-92 RECORDED 8-12-92

DERIVATION 38E-352, 87E5340

GRANTEE: Riverbend Properties Inc.

TOWNSHIP \_\_\_\_\_ PLAT 24-417

DESCRIPTION: 395.23 ac

Less: 20.74 ac = dual 42462

6077-42

1504-1100

2214-648

2768-358

2768-315

✓ 1504-895

2544-286

6097-90

3492-287

1511-206

2049-204

6099-67

6663-446

1620-347

2437-644

2192-40

OUNDS:

ROA0627

DEE-2023-42726



DEE BK 144-B PG 84-86

Recorded 3 Pages on 10/31/2023 02:16:42 PM  
Recording Fee: \$15.00 County Taxes: \$4,666.20 State Taxes: \$11,029.20  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Ashley B. Williams, Register Of Deeds

Grantee's Address: 400 Gate Rd, Inman, SC 29349

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

**TITLE TO REAL ESTATE**

**KNOW ALL MEN BY THESE PRESENTS**, that, **The Riverbend Sportsman's Resort, Inc. a/k/a The River Bend Sportsman's Resort, Inc. ("Grantor")** for and in consideration of Four Million Two Hundred Forty One Thousand Six Hundred and no/100 Dollars (\$4,241,600.00) the receipt and sufficiency of which is hereby acknowledged, subject to the limiting language below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **Riverbend Partners LLC ("Grantee")**:

All those certain pieces, parcels or lots of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lots Nos. 1 through 14 containing a total of 93.40 acres, more or less, on a survey prepared for The Sanctuary at Riverbend by Souther Land Surveying, Inc. dated July 17, 2023 and recorded in Plat Book 184 at Page 33 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Tax Map Numbers 2-10-00-004.05, 2-10-00-004.06, 2-10-00-004.07, 2-10-00-004.08, 2-10-00-004.09, 2-10-00-004.10, 2-10-00-004.11, 2-10-00-004.12, 2-10-00-004.13, 2-10-00-004.14, 2-10-00-004.15, 2-10-00-004.16, 2-10-00-004.17 & 2-10-00-004.18 (formerly a portion of Tax Map Number 2-10-00-004.02)

**AND ALSO:**

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 118.69 acres, more or less, on a survey prepared for Riverbend Properties, Inc. by Souther Land Surveying, Inc. dated August 25, 2023 and recorded in Plat Book 184 at Page 341 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to The River Bend Sportsman's Resort, Inc. by deed of Riverbend Properties, Inc. dated October 30, 2023 to be recorded herewith in the Office of the Register of Deeds for Spartanburg County.

Portion of Tax Map Number 2-10-00-004.02

*87*

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

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, unto Grantee and Grantee's heirs, successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

WITNESS the Grantor's(s') hand(s) and seal(s) this 30th day of October, 2023.

SIGNED, sealed and delivered  
in the presence of:

The Riverbend Sportsman's Resort, Inc. a/k/a The  
River Bend Sportsman's Resort, Inc.

By: Ralph Brendle (SEAL)  
Ralph Brendle, President

signature of witness #1

signature of witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

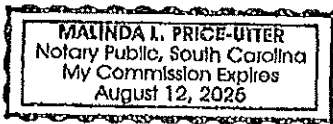
I, the undersigned notary public, do hereby certify that Ralph Brendle as President of  
The Riverbend Sportsman's Resort, Inc. a/k/a The River Bend Sportsman's Resort, Inc., being  
duly authorized, personally appeared before me this day and acknowledged the due execution of  
the foregoing instrument.

Witness my hand and official seal this the 30th day of October, 2023.

Notary Public for South Carolina

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_





DEE-2023-42724



DEE BK 144-B PG 74-79

EXEMPT

Recorded 6 Pages on 10/31/2023 02:16:40 PM  
Recording Fee: \$15.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Ashley B. Williams, Register Of Deeds

Grantee's Address: PO Box 279, Fingerville, SC 29338

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

**TITLE TO REAL ESTATE**

**KNOW ALL MEN BY THESE PRESENTS**, that, **Riverbend Properties, Inc.** ("**Grantor**") for and in consideration of Ten and no/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, subject to the limiting language below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **The River Bend Sportsman's Resort, Inc.** ("**Grantee**"):

All those certain pieces, parcels or lots of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lots Nos. 1 through 14 containing a total of 93.40 acres, more or less, on a survey prepared for The Sanctuary at Riverbend by Souther Land Surveying, Inc. dated July 17, 2023 and recorded in Plat Book 184 at Page 33 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to Riverbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean dated July 24, 1992 and recorded August 12, 1992 in Deed Book 59-D at Page 358 in the Office of the Register of Deeds for Spartanburg County.

Tax Map Numbers 2-10-00-004.05, 2-10-00-004.06, 2-10-00-004.07, 2-10-00-004.08, 2-10-00-004.09, 2-10-00-004.10, 2-10-00-004.11, 2-10-00-004.12, 2-10-00-004.13, 2-10-00-004.14, 2-10-00-004.15, 2-10-00-004.16, 2-10-00-004.17 & 2-10-00-004.18 (formerly a portion of Tax Map Number 2-10-00-004.02)

**AND ALSO:**

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 118.69 acres, more or less, on a survey prepared for Riverbend Properties, Inc. by Souther Land Surveying, Inc. dated August 25, 2023 and recorded in Plat Book 184 at Page 34 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to Riverbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean dated July 24, 1992 and recorded August 12, 1992 in Deed Book 59-D at Page 358 in the Office of the Register of Deeds for Spartanburg County.

Portion of Tax Map Number 2-10-00-004.02

ROA0631

AND ALSO:

All that certain piece, parcel or tract of land containing 395.23 acres, more or less, lying and being about one mile northwest from the Town of Fingerville on the road from S.C. Highway No. 9 to Fingerville and on the McMillan top soil road in Fingerville School District, in Campobello Township, County of Spartanburg, State of South Carolina, being bounded on the North by lands of C. C. McMillan, East by North Pacolet River; South by Walls Spring Branch separating this property from the lands of Coley Smith, Mrs. Maude Hines, Luther Stroud and Cletus Bishop and in part by said road from S.C. Highway No. 9 to Fingerville and relocated; and West by said road from S.C. Highway No. 9 to Fingerville as now located, having such shape, metes, courses and distances as will more fully appear by reference to a plat thereof made by W. N. Willis, C.E., and W. C. Bowen, C.E., July 22, 1933, which is recorded in Plat Book 24 at Page 417 in the Office of the Register of Deeds for Spartanburg County, being the property shown on said plat lying East of said road from S.C. Highway No. 9 to Fingerville, except said road has been relocated and now runs along the line S. 29-30 East instead of as shown on the plat.

LESS AND EXCEPTING THEREFROM all that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 20.74 acres, more or less, on a survey prepared for F.M. McMillan by Joe E. Mitchell recorded in Plat Book 75 at Page 533 in the Office of the Register of Deeds for Spartanburg County.

FURTHER LESS AND EXCEPTING THEREFROM all those certain pieces, parcels or tracts of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot Nos. 1 through 20, inclusive, containing 15.27 acres, more or less, on a survey prepared for Rainnill Estates Section 2 by James V. Gregory, PLS, dated January 7, 1993 and recorded in Plat Book 119 at Page 593 in the Office of the Register of Deeds for Spartanburg County.

FURTHER LESS AND EXCEPTING THEREFROM all that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 26.48 acres, more or less, on a survey prepared for Ebbie Baiden, Jr. by James V. Gregory, PLS, dated August 21, 1992 and recorded in Plat Book 118 at Page 525 in the Office of the Register of Deeds for Spartanburg County.

FURTHER LESS AND EXCEPTING THEREFROM all that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 10.594 acres, more or less, on a survey prepared for Richard T. Bridges by James V. Gregory Land Surveying dated June 17, 1997 and recorded in Plat Book 138 at Page 488 in the Office of the Register of Deeds for Spartanburg County.

FURTHER LESS AND EXCEPTING THEREFROM all those certain pieces, parcels or lots of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lots Nos. 1 through 14 containing a total of 93.40 acres, more or less, on a survey prepared for The Sanctuary at Riverbend by Souther Land Surveying, Inc. dated July 17, 2023 and recorded in Plat Book 184 at Page 33 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

FURTHER LESS AND EXCEPTING THEREFROM all that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 118.69 acres, more or less, on a survey prepared for Riverbend Properties, Inc. by Souther Land Surveying, Inc. dated August 25, 2023 and recorded in Plat Book 184 at Page 341 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

This being a portion of the property conveyed to Riverbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean dated July 24, 1992 and recorded August 12, 1992 in Deed Book 59-D at Page 358 in the Office of the Register of Deeds for Spartanburg County.

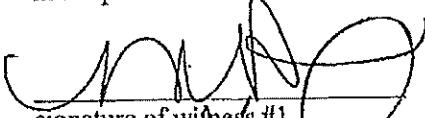
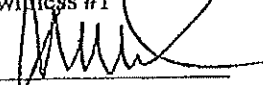
Portion of Tax Map Number 2-10-00-004.02

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

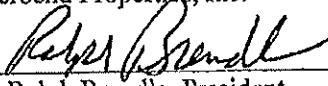
**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, unto Grantee and Grantee's heirs, successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

WITNESS the Grantor's(s') hand(s) and seal(s) this 30th day of October, 2023.

SIGNED, sealed and delivered  
in the presence of:

  
signature of witness #1  
  
signature of witness #2

Riverbend Properties, Inc.

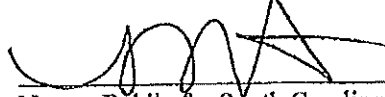
By:  (SEAL)  
Ralph Brendle, President

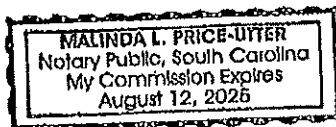
STATE OF SOUTH CAROLINA / )  
COUNTY OF SPARTANBURG / )

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Ralph Brendle as President of Riverbend Properties, Inc., being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 30th day of October, 2023.

 (SEAL)  
Notary Public for South Carolina  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

## AFFIDAVIT

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

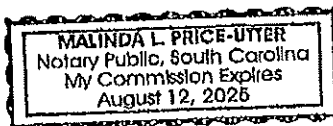
1. I have read the information on this affidavit and I understand such information.
2. The property bears Spartanburg County Tax Map Numbers 2-10-00-004.05, 2-10-00-004.06, 2-10-00-004.07, 2-10-00-004.08, 2-10-00-004.09, 2-10-00-004.10, 2-10-00-004.11, 2-10-00-004.12, 2-10-00-004.13, 2-10-00-004.14, 2-10-00-004.15, 2-10-00-004.16, 2-10-00-004.17, 2-10-00-004.18 & p/o 2-10-00-004.02 and was transferred from Riverbend Properties, Inc. The River Bend Sportsman's Resort, Inc. on October 30, 2023.
3. Check one of the following. The deed is:
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)   X   exempt from the deed recording fee because (See Information section of affidavit): NO CONSIDERATION PAID

(If exempt, please skip Items 4-7, and go to Item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
  - (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the property 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 recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$ \_\_\_\_\_
  - (b) Place the amount listed in item 5 above here: \$ \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ \_\_\_\_\_
7. The recording fee due is based on the amount listed on Line 6(c) above and the recording fee due is: \$   0
8. As required by Code Section 12-24-70, I state that I am the responsible person who was connection with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Riverbend Properties, Inc.  
By: Ralph Brendle  
Ralph Brendle, President

SWORN to before me this 30th  
day of October, 2023.

(SEAL)  
Notary Public for SC  
My Commission Expires: \_\_\_\_\_



ROA0635

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 constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary 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 of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(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 constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

Grantee's Address: P.O. Box 279, Fingerville, SC DEED 59-D PG 358

STATE OF SOUTH CAROLINA }  
COUNTY OF SPARTANBURG }

DEED

KNOW ALL MEN BY THESE PRESENTS, that Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean (hereinafter called "Grantors") in the State aforesaid for and in consideration of the sum of Three Hundred Sixty-Five Thousand Five Hundred Four and 00/100 (\$365,504.00) Dollars, in hand paid to Grantors (the receipt of which Grantors acknowledge) by Riverbend Properties, Inc., a South Carolina corporation (hereinafter called "Grantee"), Grantors have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, its successors and assigns, forever, all our right, title and interest, in and to the below described property, to wit:

All that certain piece, parcel or tract of land containing 395.23 acres, more or less, lying and being about one mile northwest from the Town of Fingerville on the road from S.C. Highway No. 9 to Fingerville and on the McMillan top soil road in Fingerville School District, in Campobello Township, County of Spartanburg, State of South Carolina, being bounded on the North by lands of C. C. McMillan, East by North Pacolet River; South by Walla Spring Branch separating this property from the lands of Coley Smith, Mrs. Maude Hines, Luther Stroud and Cletus Bishop and in part by said road from S. C. Highway No. 9 to Fingerville and relocated; and West by said road from S.C. Highway #9 to Fingerville as now located, having such shape, notes, courses and distances as will more fully appear by reference to a Plat thereof made by W. N. Willis, C.E., and W. C. Bowen, C.E., July 22, 1933, which is recorded in Spartanburg County in Plat Book 24 at Page 417, being the property shown on said Plat lying East of said road from S.C. Highway #9 to Fingerville, except said road has been relocated and now runs along the line S. 29-30 East instead of as shown on the plat.

LESS and EXCEPTED that certain 20.74 acres conveyed in Deed Book 42-Y at Page 62.

This being a portion of the property conveyed to William

RECORDED

52 AUG 12 AM 9:28

R.M.C.  
SPARTANBURG, S.C.

PD 683

11500a 212-41

DEE059D PG 359

R. McMillan, Francis McMillan and Myrtle McMillan Baiden by deed of Eura A. McMillan dated June 10, 1971 and recorded June 11, 1971 in Deed Book 38-E at Page 352, RMC Office for Spartanburg County, South Carolina being a portion of the property inherited by Frances Elizabeth McMillan Bean by Will of William R. McMillan as stated in Probate Court File No. 87ES4200540, Spartanburg County, South Carolina.

Portion of Block Map Reference: 2-10-00-004.00

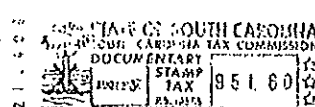
TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the premises belonging, or in anywise incident or appertaining.

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

AND the Grantors do hereby bind themselves and their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, and its successors and assigns, against themselves and their heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 24th day of July in the year of our Lord, One Thousand Nine Hundred and Ninety-Two and the Two Hundred - Sixteenth year of the Sovereignty and Independance of the United State of America.

SIGNATURES ON FOLLOWING PAGE



MC 12 RMC

1000-1-10

1-2,603 146

1000-1-10

1000-1-10



DEED 59-D PG 360

SIGNED, SEALED AND DELIVERED  
In the Presence of

Dr. Lyle W. Quisenberry  
Jane Slater  
As to Frances McMillan

Frances McMillan  
Frances McMillan

Dr. Lyle W. Quisenberry  
Jane Slater  
As to Myrtle McMillan Balden

Myrtle McMillan Balden  
Myrtle McMillan Balden

Kenneth S. Clift  
Nicole Ray Hooker  
As to Elizabeth McMillan Bean

Elizabeth McMillan Bean  
Elizabeth McMillan Bean

DEE0590 PG361

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Frances McMillan and Myrtle McMillan Baiden Sign, Seal and as their act and deed, Deliver the within written Deed; and that (s)he with the other witness hereto, witnessed the execution thereof.

*Myrtle W. McMillan*

SWORN to before me this  
24<sup>th</sup> day of July, 1992

*Clifford H. Dail* (L.S.)  
Notary Public for South Carolina  
My commission expires: 6-19-1997

DEED 59-D PG 362

STATE OF NORTH CAROLINA )  
COUNTY OF Franklin )

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Elisabeth McMillan Bean sign, Seal and as her act and deed, Deliver the within written Deed; and that (s)he with the other witness hereto, witnessed the execution thereof.

SWORN to before me this  
21 day of July, 1992

*Patricia W. Holland* (L.S.)  
Notary Public for North Carolina

My ~~commission~~ expires: Dec. 7, 1996



*Elisabeth McMillan Bean*  
*Wade Ray Stephens*  
*Patricia W. Holland*

RE: (504 PAGE 895)

Palmetto Farm Farm Credit, ACA Loan No. \_\_\_\_\_  
 1192 Asheville Highway, Spartanburg, SC 29303  
 (Address)

STATE OF SOUTH CAROLINA )  
 County of Spartanburg ) MORTGAGE

THIS INDENTURE, made this 11th day of August 1992, by and between RIVERBEND PROPERTIES, INC.

called first party, whether one or more, and PALMETTO Farm Credit, ACA, of \_\_\_\_\_, S.C., a corporation organized, chartered and existing pursuant to the laws of the United States of America, hereinafter called second party, WITNESSETH, that

WHEREAS, first party is indebted to second party in the principal sum of TWO HUNDRED THOUSAND AND 00/100----- Dollars (\$ 200,000.00 ), as evidenced by a certain promissory note, of even date herewith, payable in the order of second party, the first installment of principal being due and payable on the first day of 9/01/2002, 19 , with interest from date of said note payable in and to the rate(s) provided in said note, all of which and such other terms, conditions, and agreements as are contained in said note will more fully appear by reference thereto, which note is made a part of this mortgage to the same extent as if it were set out in extenso herein.

This mortgage also secures (1) all existing indebtedness of first party (or of any one or more of the parties designated herein as first party) to second party (including but not limited to the above described note) evidenced by promissory notes or any other instruments, and all renewals, reamortizations, extensions, defeasments or other rearrangements thereof, together with interest thereon as provided therein, (2) all future advances that subsequently may be made to first party (or to any one or more of the parties designated herein as first party) with the written consent of the remainder of said parties) to be evidenced by promissory notes or any other instruments, and all renewals, reamortizations, extensions, defeasments or other rearrangements thereof, together with interest thereon as provided therein, and (3) all other indebtedness of first party (or of any one or more of the parties designated herein as first party) to second party now due or to become due or hereafter contracted, and all renewals, reamortizations, extensions, defeasments or other rearrangements thereof, together with interest thereon as provided for, THIS MAXIMUM PRINCIPAL AMOUNT OF ALL EXISTING INDEBTEDNESS, FUTURE ADVANCES, AND ALL OTHER INDEBTEDNESS OUTSTANDING AT ANY ONE TIME, NOT TO EXCEED

TWO HUNDRED THOUSAND AND 00/100----- DOLLARS (\$ 200,000.00 ), plus interest thereon, attorney's fees, court costs, and any advances necessary for the protection of the security in title therein, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this mortgage. It is understood and agreed by all parties thereto that the execution by first party and the acceptance by second party of any notes, renewal notes or other instruments, or the agreement by second party to any reamortizations, extensions, defeasments or other rearrangements as contemplated in this paragraph or elsewhere herein shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or thus for payment is thereby extended or lessened), and shall not discharge the lien of this mortgage which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph or elsewhere herein shall remain uncancelled and in possession of second party, its successors and assigns, until the total indebtedness hereby secured is paid in full. Should the indebtedness secured hereby exceed the maximum above stated, second party at its option shall have the sole right to determine the priority or order in which the various debts covered hereby shall be secured hereunder within said maximum.

NOW, KNOW ALL MEN, that first party, in consideration of the debt as evidenced by above described note, and for better securing the payment thereof to second party, according to the terms of said note, and the performance of the conditions and covenants herein contained and to secure any other indebtedness contemplated in the paragraph next above or elsewhere herein, and also in consideration of the sum of One Dollar to first party in hand paid by second party, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, in fee simple, and by these presents does grant, bargain, sell and release, in fee simple, unto second party, its successors and assigns, the following described lands, including but not limited to, all trees, timber, shrubbery, fixtures and improvements now and hereafter thereon:

(SHEFORTH (HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF))

SEE ATTACHED SCHEDULE A

1. (1)(1)(1) (Continued 691)

PB 500

111100 11/1/92

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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 unto second party, its successors and assigns in fee simple forever. First party hereby binds himself, his heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises unto the second party, its successors and assigns, from and against first party, his heirs, executors, administrators, successors and assigns, and all other persons whenever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these covenants, that if first party shall well and truly pay, or cause to be paid, unto second party, its successors or assigns, the total indebtedness secured hereby, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the tenor of said note, any other instrument above referred to and this mortgage and any other instrument securing said note or other instrument above referred to, and comply with all the provisions of the Farm Credit Act of 1971 and all amendments thereto, and with the rules and regulations issued and that may be issued by the Farm Credit Administration, all of which are hereby made a part hereof, then this mortgage shall cease, terminate, and be utterly null and void, otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, first party covenants as follows:

1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same, there are no encumbrances or liens whatsoever on said property except this mortgage.

2. First party will insure, and keep insured, as required by second party from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to second party, the cost, if any, to be payable to second party as its interest may appear, and will deliver to second party a policy or policies or insurance with mortgage clause satisfactory to second party attached thereto, and will promptly pay when due all premiums for such insurance. At the option of first party, and subject to the regulations issued under the Farm Credit Act of 1971 or as amendments thereto or supplemental thereto, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied to such part of the indebtedness secured hereby as second party in its sole discretion may determine.

3. First party will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said property, and all judgments and all other amounts that may be or become a lien thereon.

4. First party will keep in good order and condition, preserve, and repair, rebuild and restore all fences, buildings, groves, orchards, fences, ditches, and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon that may be destroyed or damaged by fire, windstorm or otherwise, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of second party, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawing, timbering or other uses or purposes, except for firewood and other ordinary farm purposes. First party will also preserve and keep in good order and condition all trees and timber now and hereafter growing upon the said property, and will at all times properly protect the trees and timber against fire or damage by fire, all in the satisfaction of second party.

5. First party covenants that he will not perform any act which might impede or tend to impede the continuation in the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described and hereby grants a lien on said allotments to second party.

6. Time is of the essence in the performance of the above recited note, of this instrument and of any other instrument secured hereby. If first party fails to comply with any covenant, condition or agreement in this instrument or in the said note or in any reamortization, renewal, deferral or extension agreement, or in any other instrument secured hereby, second party may, at its option, exercise any one or more of the following rights, powers, privileges, and remedies:

- Perform any part or parts of the covenants of first party in this instrument, in the said note, and in any other instrument secured hereby, and all amounts advanced by second party in doing so shall be due and payable by first party to second party immediately without notice, and shall be secured by this instrument, and shall bear interest from the date of advance by second party at the highest rate provided in any note or other instrument secured hereby.
- Declare all amounts secured by this instrument immediately due and payable without notice.
- Proceed immediately to foreclose this mortgage, and pursue such other remedies as may be authorized by law.

7. First party represents and declares as a condition hereof and as a part of the consideration for the indebtedness secured hereby that he does hereby waive and releases for himself, his heirs, administrators, executors, successors and assigns, all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property, herein described, without requiring an appraisal of the alleged true value of said land, or for any other reason.

8. As further security for the payment of the note herein described, all other indebtedness secured hereby, and for the performance of all the terms, conditions, and covenants of said note, of any other instrument secured hereby and of this mortgage, upon and during default under this instrument or the said note or any other instrument secured hereby, first party hereby assigns, conveys, and vests over to second party all of the crops now or growing upon the said mortgaged premises and all of the rents, issues, and profits of the said mortgaged premises, and second party shall be entitled to have a receiver appointed to take charge of the said mortgaged premises and the crops now or growing thereon, together with the said rents, issues and profits arising therefrom and hereby assigns, and holds the same subject in the order and direction of the court.

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SCHEDULE A(ATTACHED TO AND MADE A PART OF THAT CERTAIN SECURITY INSTRUMENT BEARING  
ACA LOAN NO. \_\_\_\_\_)DESCRIPTION

All that certain piece, parcel or tract of land containing 395.23 acres, more or less, located, lying and being about one mile northwest from the Town of Fingerville on the road from S.C. Highway No. 9 to Fingerville and on the McMillan top soil road in Fingerville School District, in Campobello Township, County of Spartanburg, State of South Carolina, being bounded on the North by lands of C. C. McMillan, East by North Pacolet River; South by Walls Spring Branch separating this property from the lands of Coley Smith, Mrs. Naude Hines, Luther Stroud and Cletus Bishop and in part by said road from S.C. Highway No. 9 to Fingerville as relocated; And West by said road from S.C. Highway #9 to Fingerville as now located, having such shape, metes, courses and distances as will more fully appear by reference to a Plat thereof made by W.N. Willie, C.E., and W. C. Bowen, C.E., July 22, 1933, which is recorded in Spartanburg County in Plat Book 24 at Page 417, being the property shown on said Plat lying East of said road from S.C. Highway #9 to Fingerville, except said road has been relocated and now runs along the line S. 29-30 East instead of as shown on the plat.

LESS and EXCEPTED that certain 20.74 acres conveyed in Deed Book 42-Y at Page 624.

This being a portion of the property conveyed to William R. McMillan, Frances McMillan and Myrtle McMillan Baiden by deed of Eura A. McMillan dated June 10, 1971 and recorded June 11, 1971 in Deed Book 38-E at Page 352, RMC Office for Spartanburg County, South Carolina being a portion of the property inherited by Frances Elizabeth McMillan Bean by Will of William R. McMillan as stated in Probate Court File No. 87BS4200540, Spartanburg County, South Carolina.

Portion of Block Map Reference: 2-10-00-004.00

This also being the same property conveyed to Riverband Properties, Inc. by deed of Frances Elizabeth McMillan, at and dated August 11, 1992 to be recorded herewith.

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9. In the event the indebtedness secured hereby, or any part thereof, is established by or in any action for foreclosure of this mortgage, second party may also recover of first party, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum for the sum of second party for professional services rendered in such action, not less than ten per centum of the amount of principal, interest, and all advances made or here paid by second party under the terms hereof then unpaid, such fee to be incorporated in the judgment of foreclosure in such action.

10. First party shall hold and enjoy the said premises until default in payment of any of the installments as provided in the above recited note or other instrument secured hereby, or a breach of any of the covenants or conditions of the above recited note or other instrument secured hereby, or this mortgage shall be made; however, any agent or employee of second party or any person designated by second party may enter upon said premises at any time for the purpose of inspecting same or for any other purpose deemed by second party.

11. All contracts that may hereafter be awarded for construction of, and waste and trespass injury to, any of the property hereby secured here are hereby assigned and shall be payable unto second party for application, after payment therefrom of attorneys' fees and expenses incurred by first party and by second party in connection therewith, on such part of the indebtedness secured hereby as second party may determine, with no duty on second party to collect same.

12. In the event second party becomes a party to any legal proceeding (including an action in foreclosure of this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title in the lands described above), second party may also recover of first party all costs and expenses reasonably incurred by second party, including a reasonable attorneys' fee, which costs, expenses and attorneys' fee when paid by second party shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by second party until paid at the highest rate provided in any note or other instrument secured hereby.

13. First party agrees as a condition hereof that all obligations, assignments, releases of real property and/or personal liability, retransmissions, leases, transfers, encumbrances or any other agreement, in writing, made or entered into by second party with any one or more of the parties herein designated as first party, with any party or parties obligated (initially or otherwise) to pay any or all of the indebtedness secured hereby or with any party or parties who have given security of any kind for any one or all of the indebtedness secured hereby, are hereby authorized and consented to by all parties herein designated as first party and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of all the parties herein designated as first party.

14. First party agrees as a condition hereof that if a conveyance, lease or other disposition shall be made voluntarily by first party (or by any one or more of the parties designated herein as first party) of any title or interest in and to the real property described above, or any part thereof, without the written consent of the lawful holder of this mortgage, or if such title or interest of first party (or of any one or more of the parties designated herein as first party) is involuntarily conveyed or transferred as the result of foreclosure of a junior lien or is required under court order or decree as the result of litigation (conveyance or transfer of title or interest resulting from death of first party, or any of the first parties, if more than one, excepted), without the written consent of the lawful holder of this mortgage, then and in either of said events, and at the option of said holder, and without notice to the first party, all sums of money secured hereby shall become due and payable and in default immediately and concurrently with such conveyance, transfer, lease or other disposition, whether the same are so due and payable and in default by the specific terms hereof or not.

15. Second party shall have the right, exercisable at its discretion as long as this mortgage is in force and effect, to demand in writing the assignment of and transfer to second party, its successors and assigns, and first party hereby agrees to assign and transfer, any and all rents, profits, royalties, or other income or other consideration to be paid or accruing to first party from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or owned by this mortgage, with the right to, but not duty upon, second party, its successors or assigns, to reject same.

16. First party will comply with all the terms and conditions of any instrument hereafter or hereafter executed by first party in connection with the lands secured by this mortgage.

17. If first party (or either of them, if more than one), its heirs, successors or assigns, or any successor of the indebtedness hereby secured, files a petition in voluntary bankruptcy, for receivership, for reorganization (corporation), or for other relief of any character or kind, or is adjudged a bankrupt, then and in the event, and at the option of the second party, its successors and assigns, the second party, without notice to the first party, shall have the right to declare all sums of money secured hereby immediately due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

18. A default under this instrument or under any other instrument hereafter or hereafter executed by first party in second party shall at the option of second party constitute a default under any one or more of all instruments executed by first party to second party.

19. First party agrees as a condition hereof to provide current financial statements, including a balance sheet and income statement, in a form acceptable to second party, as may be requested by second party of first party while the indebtedness secured hereby or any other indebtedness from first party to second party is outstanding.

20. This instrument is subject to the Farm Credit Act of 1971 and all acts amendatory thereof and supplementary thereto, and regulations issued hereunder. All rights, powers, privileges, options and remedies conferred upon and given to second party are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of second party, and by any agent, officer, attorney or representative of second party, its successors or assigns. All obligations of, and assignments by, first party herein and hereafter shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of first party.

IN WITNESS WHEREOF, first party has hereunto set his hand and seal (and if first party is or includes a corporation, it has caused this instrument to be executed, sealed by its corporate seal and delivered by its duly authorized officers), this the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

*James A. Horton*  
*JAH*

Riverbend Properties, Inc.

*James A. Horton* (SEAL)  
Donald G. Roth, President  
*Paul H. Roth* (SEAL)  
Paul H. Roth, Secretary-Treasurer  
Robert W. Roth, Stockholder (SEAL)  
Robert W. Roth, Stockholder (SEAL)  
Robert W. Roth, Stockholder (SEAL)  
Robert W. Roth, Stockholder (SEAL)  
Robert W. Roth, Stockholder (SEAL)

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STATE OF SOUTH CAROLINA )  
County of SPARTANBURG )

Personally appeared before me the undersigned witness, and made oath that he saw with with named RIVERBEND PROPERTIES, INC. BY ITS STOCKHOLDERS, Ralph H. Brendle, Ralph T. Barnwell sign, seal, and deliver the within mortgage, and that he, with the other witness, witnessed the execution thereof.

SWORN to and subscribed before me this 11th day of August, 1992.  
Shawn A. North (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 2/04/2001

TO Farm Credit  
ACA  
STATE OF SOUTH CAROLINA  
County of  
I hereby certify that the within mortgage was filed under for record in my office at \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and immediately entered on the proper indexes and duly recorded in Real Estate Mortgage Book 1504, at Page(s) 895.

Clerk of Court of Common Pleas and General Sessions, Register of Motor Conveyances.

ACA  
Farm Credit

STATE OF SOUTH CAROLINA )  
County of Spartanburg )

Personally appeared before me the undersigned witness, and made oath that he saw the within named RIVERBEND PROPERTIES, INC. a corporation, by Donald C. Roth, as its President, and Paul H. Lehner, as its Secretary, for and as the act and deed of the said corporation, sign, seal and deliver the within mortgage, and that he with the other witness, witnessed the execution thereof.

SWORN to and subscribed before me this 11th day of August, 1992.  
Shawn A. North (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 2/04/2001

KNIL WHITE AND ANTHONY

END OF DOC



**RECORDATION REQUESTED BY:**

HomeTrust Bank  
Greenville Commercial Market  
499 Woodruff Rd  
Greenville, SC 29607

**WHEN RECORDED MAIL TO:**

MTG-2023-42727



MTG BK 6663 PG 36-44

Recorded 9 Pages on 10/31/2023 02:16:43 PM  
Recording Fee: \$25.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Ashley B. Williams, Register Of Deeds

**MORTGAGE**

**MAXIMUM LIEN.** The amount of indebtedness secured by this Mortgage, including the outstanding amount of the Note and all future advances shall at no time exceed the principal amount of \$2,030,000.00, plus interest, reasonable attorneys' fees, court costs and the expenses to preserve and protect the Property. Interest under the Note will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

**THIS MORTGAGE** dated October 30, 2023, is made and executed between RIVERBEND PARTNERS LLC, whose address is 400 GATE RD, INMAN, SC 29349-8310 (referred to below as "Grantor") and HomeTrust Bank, whose address is 499 Woodruff Rd, Greenville, SC 29607 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SPARTANBURG County, State of South Carolina:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1000 WILKIE BRIDGE RD (212.08 +/- ACRES), INMAN, SC 29349-8827.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**FUTURE ADVANCES.** In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon. This Mortgage shall remain an open mortgage of record to secure future advances in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976) even in the event all sums secured by this Mortgage may be fully paid at any one time; however, upon request of Grantor, Lender will cause this Mortgage to be released and cancelled of record upon full payment of all indebtedness then owing, and upon such cancellation of this Mortgage of record, this Mortgage shall become null and void. Such release shall be without charge to Grantor; however, Grantor shall pay all costs of recordation, if any, and all documentary stamps due on the Note evidencing future advances secured by this Mortgage.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of

the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by South Carolina law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor

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(Continued)**

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can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes

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false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and, as mortgagee-in-possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled, in exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make

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expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees in an amount not less than fifteen percent (15%) of the amount owing on the Indebtedness and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of South Carolina.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Greenville County, State of South Carolina.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of South Carolina as to all Indebtedness secured by this Mortgage.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms

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used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means RIVERBEND PARTNERS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means RIVERBEND PARTNERS LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, earned interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means HomeTrust Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated October 30, 2023, in the original principal amount of \$2,030,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

RIVERBEND PARTNERS LLC

By:

GENE CRAIG SIMS, Member of RIVERBEND PARTNERS LLC

Signed, acknowledged and delivered in the presence of:

X Witness

X Witness

ROA0653

Loan No: 2468114372

**MORTGAGE  
(Continued)**

Page 8

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF SC

)

ACKNOWLEDGMENT

COUNTY OF Spartanburg

)

The foregoing instrument was acknowledged before me this October 30, 2023 by GENE CRAIG SIMS, Member of RIVERBEND PARTNERS LLC, a South Carolina limited liability company, on behalf of the limited liability company.

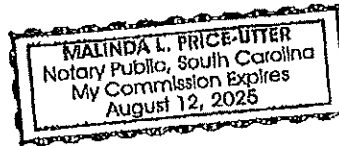


(SEAL)

Print Name \_\_\_\_\_

Notary Public in and for the State of SC

My commission expires \_\_\_\_\_



[AFFIX NOTARY SEAL HERE]

This Mortgage prepared/reviewed by:

Name: HOMETRUST BANK  
Title:  
Address: 499 Woodruff Rd  
City, State, ZIP: Greenville, SC 29607



Exhibit "A"

All those certain pieces, parcels or lots of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lots Nos. 1 through 14 containing a total of 93.40 acres, more or less, on a survey prepared for The Sanctuary at Riverbend by Souther Land Surveying, Inc. dated July 17, 2023 and recorded in Plat Book 184 at Page 33 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Tax Map Numbers 2-10-00-004.05, 2-10-00-004.06, 2-10-00-004.07, 2-10-00-004.08, 2-10-00-004.09, 2-10-00-004.10, 2-10-00-004.11, 2-10-00-004.12, 2-10-00-004.13, 2-10-00-004.14, 2-10-00-004.15, 2-10-00-004.16, 2-10-00-004.17 & 2-10-00-004.18 (formerly a portion of Tax Map Number 2-10-00-004.02)

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as 118.69 acres, more or less, on a survey prepared for Riverbend Properties, Inc. by Souther Land Surveying, Inc. dated August 25, 2023 and recorded in Plat Book 184 at Page 341 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Portion of Tax Map Number 2-10-00-004.02

This being a portion of the property conveyed to Riverbend Partners LLC by deed of The Riverbend Sportsman's Resort, Inc. a/k/a The River Bend Sportsman's Resort, Inc. dated October 30, 2023 to be recorded herewith in the Office of the Register of Deeds for Spartanburg County.

This instrument was prepared by:  
Steven M. Quinn, Esq.  
Johnson, Smith, Hubbard & Wooten, LLP  
P.O. Box 11887  
Spartanburg, SC 29301

After recording this instrument should be  
returned to the attention of the above named.

MTG-2023-47090



MTG BK 6678 PG 208:215

Recorded 8 Pages on 12/05/2023 09:44:05 AM

Recording Fee: \$15.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Ashley B. Williams, Register Of Deeds

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

MORTGAGE OF REAL ESTATE

THIS MORTGAGE is dated December 1, 2023.

THE "MORTGAGOR" referred to in this Mortgage is  
Riverbend Partners, LLC, whose address is  
400 Gate Road  
Inman, SC 29349

THE "MORTGAGEE" is  
HomeTrust Bank, whose address is  
499 Woodruff Road  
Greenville, SC 29607

THE "NOTE" is a note from Mortgagor to Mortgagee of even date herewith in the original principal amount of \$2,030,000.00. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the note is April 30, 2026. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$2,030,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

SEE EXHIBIT AA@ ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors and assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property; provided, however, that so long as no Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Mortgagee therefor.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or

hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood and earthquake. Such Insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the Insurer or the Insured without at least ten (10) days prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, Mortgagee may so insure the Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. Expenditures by Mortgagee. If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Note. Payments made for taxes by mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Transfer. At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or an interest therein, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge an assumption fee not exceeding \$950.00 or 1% of the unpaid balance of the loan; credit report charges paid to a non-related third party; and such other charges as are authorized by law.

8. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:

- (a) failure of Mortgagor to pay any installment of principal or interest upon the Note or Notes hereby secured when due;

- (b) failure of Mortgagor to pay any other sum secured by this Mortgage when due;
- (c) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagor and Mortgagee with respect to the indebtedness hereby secured;
- (d) adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquiescence by Mortgagor to any such request or petition made by another person; or
- (e) default in the terms or conditions of any other mortgage which is a lien on the Property.

9. Remedies. Upon the occurrence of a Default as hereinabove defined, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee independently, simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

10. Appointment of Receiver. Upon the occurrence of a Default as hereinabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through the Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note. The entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder.

11. Waiver by Mortgagee. Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

12. Waiver by Mortgagor. Mortgagor understands that upon default hereunder, among other remedies set out herein and in the above referenced Note, the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to Section 29-3-660, South Carolina Code of Laws (1976). Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under Section 29-3-680 through Section 29-3-760, South Carolina Code of Laws (1976) as amended and understands and agrees that a deficiency judgment, if pursued by Mortgagee shall be determined by the highest price bid at the judicial sale of the property.

13. Future Advances. Mortgagee, at its option, may make Future Advances to Mortgagor. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other note stating that it is secured by this Mortgage or when advanced under the terms of this Mortgage. Mortgagee may make such Future Advances (a) at the request of Mortgagor, whether or not there is any obligation to make Future Advances; (b) pursuant to an advance of funds under paragraph 10 above; or (c) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

14. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

15. Miscellaneous.

- (a) The agreements herein shall bind and inure to the benefit of the Mortgagor, Mortgagee and their respective heirs, successors and assigns.
- (b) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- (c) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (d) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and in this end the provisions of this Mortgage are declared to be severable.
- (e) This Mortgage shall be governed by, construed and enforced in accordance with the laws of South Carolina.
- (f) Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagor prior notice.
- (g) All covenants of Mortgagor shall be joint and several.
- (h) If this Mortgage does not constitute a first mortgage against the subject property, any senior mortgages are listed below \_\_\_\_\_.

16. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PROPERTY.

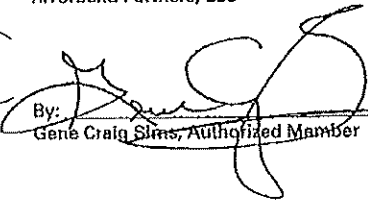
(IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.

Signed, sealed and delivered in  
the presence of

Riverbend Partners, LLC

signature of witness #1

signature of witness #2

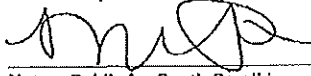
By:  (SEAL)  
Gene Craig Sims, Authorized Member

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Gene Craig Sims personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5<sup>th</sup> day of December, 2023.

 (SEAL)

Notary Public for South Carolina  
My commission Expires: \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_

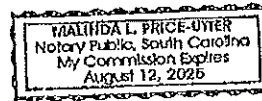


Exhibit "A"

All those certain pieces, parcels or tracts of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 21 containing 27.74 acres, more or less, on a survey prepared for River Bend Section 1 by Joe E. Mitchell dated September 23, 1983 and recorded in Plat Book 90 at Page 324 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

LESS AND EXCEPTING THEREFROM all those certain pieces, parcels or tracts of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Unit Nos. 1, 2, 3, 4, 5 and 6 on a survey prepared for River Bend Sportsman's Club by James V. Gregory, PLS, dated September 9, 1986 and recorded in Plat Book 99 at Page 660 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Tax Map Number 2-10-00-110.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 18 containing 33.69 acres, more or less, on a survey prepared for River Bend Section 1 by Joe E. Mitchell dated September 23, 1983 and recorded in Plat Book 90 at Page 324 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Tax Map Number 2-10-00-107.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 19 containing 8.34 acres, more or less, on a survey prepared for River Bend Section 1 by Joe E. Mitchell dated September 23, 1983 and recorded in Plat Book 90 at Page 324 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Tax Map Number 2-10-00-108.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 20 containing 5.82 acres, more or less, on a survey prepared for River Bend Section 1 by Joe E. Mitchell dated September 23, 1983 and recorded in Plat Book 90 at Page 324 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Tax Map Number 2-10-00-109.00

AND ALSO:

All that certain piece, parcel or unit of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Unit No. 1 of Riverbend Sportsman's Resort Horizontal Property Regime as is more fully described in the Master Deed of Riverbend Sportsman's Resort Horizontal Property Regime recorded in Deed Book 52-W at Page 96 in the Office of the Register of Deeds for Spartanburg County and is also shown as Unit 1 on a survey prepared for River Bend Sportsman's Club by James V. Gregory, PLS, dated September 9, 1986 and recorded in Plat Book 99 at Page 660 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid documents.

Tax Map Number 2-10-02-001.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Unit No. 2 of Riverbend Sportsman's Resort Horizontal Property Regime as is more fully described in the Master Deed of Riverbend Sportsman's Resort Horizontal Property Regime recorded in Deed Book 52-W at Page 96 in the Office of the Register of Deeds for Spartanburg County and is also shown as Unit 2 on a survey prepared for River Bend Sportsman's Club by James V. Gregory, PLS, dated September 9, 1986 and recorded in Plat Book 99 at Page 660 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid documents.

Tax Map Number 2-10-02-002.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Unit No. 3 of Riverbend Sportsman's Resort Horizontal Property Regime as is more fully described in the Master Deed of Riverbend Sportsman's Resort Horizontal Property Regime recorded in Deed Book 52-W at Page 96 in the Office of the Register of Deeds for Spartanburg County and is also shown as Unit 3 on a survey prepared for River Bend Sportsman's Club by James V. Gregory, PLS, dated September 9, 1986 and recorded in Plat Book 99 at Page 660 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid documents.

Tax Map Number 2-10-02-003.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Unit No. 4 of Riverbend Sportsman's Resort Horizontal Property Regime as is more fully described in the Master Deed of Riverbend Sportsman's Resort Horizontal Property Regime recorded in Deed Book 52-W at Page 96 in the Office of the Register of Deeds for Spartanburg County and is also shown as Unit 4 on a survey prepared for River Bend Sportsman's Club by James V. Gregory, PLS, dated September 9, 1986 and recorded in Plat Book 99 at Page 660 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid documents.

Tax Map Number 2-10-02-004.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Unit No. 5 of Riverbend Sportsman's Resort Horizontal Property Regime as is more fully described in the Master Deed of Riverbend Sportsman's Resort Horizontal Property Regime recorded in Deed Book 52-W at Page 96 in the Office of the Register of Deeds for Spartanburg County and is also shown as Unit 5 on a survey prepared for River Bend Sportsman's Club by James V. Gregory, PLS, dated September 9, 1986 and recorded in Plat Book 99 at Page 660 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid documents.

Tax Map Number 2-10-02-005.00

AND ALSO:

All that certain piece, parcel or tract of land lying, situate and being in the State of South Carolina, County of Spartanburg, being shown and designated as Unit No. 6 of Riverbend Sportsman's Resort Horizontal Property Regime as is more fully described in the Master Deed of Riverbend Sportsman's Resort Horizontal Property Regime recorded in Deed Book 52-W at Page 96 in the Office of the Register of Deeds for Spartanburg County and is also shown as Unit 6 on a survey prepared for River Bend Sportsman's Club by James V. Gregory, PLS, dated September 9, 1986 and recorded in Plat Book 99 at Page 660 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid documents.



Tax Map Number 2-10-02-006.00

This being the same property conveyed to Riverbend Partners, LLC by deed of The River Bend Sportsman's Resort, LLC f/k/a The Riverbend Sportsman's Resort, Inc. a/k/a The River Bend Sportsman's Resort, Inc. dated December 1, 2023 to be recorded herewith in the Office of the Register of Deeds for Spartanburg County.