THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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Aug 12 2026
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 4 OF 5

Kenneth C. Anthony, Jr.
250 Magnolia St.
Spartanburg, SC 29306
(864) 582-2355 Phone
(864) 583-9772 Fax
kanthony@anthonylaw.com
Attorney for Appellants

James H. Cassidy
Vincent Clark Price
Fred W. Suggs, III
Cassidy Coates Price , PA
Box 10529
Greenville, SC 29603
(864) 349-2600 Phone
(864) 349-0303 Fax
tsuggs@cassidycoates.com
Attorneys for Respondent

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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
THE ANTHONY LAW FIRM, P.A.
250 Magnolia Street
Spartanburg, SC 29306
(864) 582-2355
kanthony@anthonylaw.com
Attorney for Appellants

July 29, 2026

RECORDING REQUESTED BY AND RETURN TO:

Hertz Equipment Rental Corp. #9322
Attn: Sammie Davis - Lien Analyst
14501 Hertz Quail Springs Parkway - 2 Southwest
Oklahoma City, OK 73134

Phone: (405) 775-4579
Fax: (405) 979-3127

Customer: AMERI-CON MATERIALS
Customer #: 2654256

MEC-2015-53460

MEC BK 35 PG 605-608

Recorded 4 Pages on 12/21/2015 12:46:40 PM
Recording Fee: $10.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

MECHANIC'S LIEN

1) Name and address of the person claiming the lien: Hertz Equipment Rental Corp., Attn: James Fields, Branch Manager, 302 E. Frontage Road, Greer, SC 29651.

2) The name and address of the owner (s), or reputed owner (s), **River Bend Sportsman Resort I, Ralph W. Brendle, P. O. Box 279, Fingerville, SC 29338.**

3) The name and address of the reputed general contractor is **Ameri-Con Materials, 5875 Coxe Road, Rutherfordton, NC 28139.**

4) The project is commonly known as **3720 Wilkie Bridge Road, Inman, SC 29349, Spartanburg, County, SC; Parcel Number: 2-10-00-004.00 (Account#:21158); Legal Description: E SIDE WILKIE BRIDGE RD W SIDE N PACOLET RIVER PB 118-525 ADUPE 11/30/06 MH DB 89R 143-161; Deed Bk / Pg: 89R/ 138.**

5) The name of the party to whom claimant provided services to was **Ameri-Con Materials, 5875 Coxe Road, Rutherfordton, NC 28139.**

6) The date upon which labor or materials were first furnished upon said property by the Claimant: **07/10/2015.**

6a) The date upon which labor or materials were last furnished upon said property by the Claimant: **09/23/2015.**

7) A general description of the labor performed or materials that were last furnished: Rental Equipment. A just and true account of the amount due after allowing all credits is **$22,531.80** including service charges or interest at the rate of 0.00% per annum. To the unpaid balance due of **$18,889.58** please add anticipated service charges, interest, court costs, and attorney fees of __$0__.

Lien claimant claims a right of subrogation to the lien held by the General Contractor on the real property. In addition, the Lien Claimant believes that the Owner has or may become personally liable to Lien Claimant by paying funds to the General Contractor following receipt of the Notice of Claim of Lien.

Dated 12-21, 2015 for Hertz Equipment Rental Corp., Attn: James Fields, Branch Manager, 302 E. Frontage Road, Greer, SC 29651

By: ________________
James Fields, Branch Manager - 9322

VERIFICATION

I declare that I am authorized to file this claim on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Greer SC on 12-21-15, 2015 for Hertz Equipment Rental Corporation.

The foregoing instrument was acknowledged before me by James Fields, Branch Manager, 302 E. Frontage Road, Greer, SC 29651, on 12-21, 2015, who is personally known to me or who has produced Drivers Lic. as identification.

12/13/2023
My Commission Expires

Notary Public
Andrew M Ollom

State of OKLAHOMA
County of OKLAHOMA

Sworn Statement of Account

§
§
AFFIDAVIT
§
§

The undersigned, Sammie Davis, Lien Analyst, first being duly sworn, states that there is currently $18,889.58 (Eighteen Thousand Eight Hundred Eighty-Nine and 58/100 Dollars owing through invoice dated 09/25/2015 on the account Ameri-Con Materials, 5875 Coxe Road, Rutherfordton, NC 28139.

Invoices:

28140813-001	8/27/15	$11,580.50
28203561-001	9/25/15	$7,309.08

Hertz Equipment Rental Corporation

James Fields - Branch Manager - 9322
302 E. Frontage Road
Greer, SC 29651

Subscribed and sworn to before me this 21st day of December, 2015

Notary Public
Andrew M Ollom
My commission expires: 12/13/2023

MEC BK 35 PG 607

Hertz Equipment Rental

CUSTOMER COPY
ORIGINAL INVOICE
9/25/15

Invoice Number: 28203561-001

Res/Quote Number: 50077119

AMOUNT DUE: $ 7309.08

PAYMENT TERMS ARE NET 10 DAYS
LATE CHARGES MAY APPLY
Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

AMOUNT ENCLOSED: $ ____________

CUSTOMER NUMBER: 2654256

AMERI-CON MATERIALS
5875 COXE ROAD
RUTHERFORDTON, NC 28139

MAIL PAYMENT TO:
HERTZ EQUIPMENT RENTAL CORPORATION
P.O. BOX 650280
DALLAS, TX 75265-0280

To insure accurate and timely posting, detach and send top portion with your payment

---

RENTED FROM:
HERTZ EQUIPMENT RENTAL (322)
302 E. FRONTAGE ROAD
GREER, SC 29651
Ph: 864-877-1806
Fax: 864-879-2860

SHIPPING ADDRESS:
AMERI-CON MATERIALS
210 WILKIE BRIDGE ROAD
INMAN, SC 29349

RENTAL DAYS/HOURS: 27/20.60
INVOICE FROM DATE: 8/26/15 12:01
INVOICE THRU DATE: 9/23/15 9:36

PO# :
JOB NUMBER : 6 - AMERI-CON MATERI
RENTAL START DATE: 8/26/15 12:00
DELIVERED BY: BRENT
ORDERED BY: JASON DECK
SIGNED BY: NONE
SALES REP: TIM PORTER
CLOSED BY: WILLIAM B. SHAW

	Original	Adjustments	Total
RENTAL CHARGES	5750.00		5750.00
OTHER CHARGES	78.78		78.78
LDW 15% of Rent Chgs	862.50		862.50
FUEL CHARGES	204.08		204.08
TAXABLE CHARGES	6895.36		6895.36
TAX	413.72		413.72
TOTAL CHARGES	7309.08		7309.08
NET DUE			7309.08

QTY	EQUIPMENT #	HRS/	MIN	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	DOZER/140-149 HP/WIDETRACK/DSL/CAB	8/	985.00	164.17	985.00	2800.00	5750.00	5750.00
	201340005 Make: DEERE Model: 750J-LGP Ser #: 1T0750JXCA0194164							
	2010340 Hours Free:				8	40	160	
	HR OUT: 4935.800 HR IN: 4985.600 TOTAL: 49.800							
	FREE: 160.000 EXCESS: 0 HRS CHG: 17.969							
	985/2800/6500							
	EMISSIONS & ENV SURCHARGE EMISSIONS							78.78

SALES ITEMS:

QTY	ITEM NUMBER	UNIT	PRICE	AMOUNT
18.57	REFUEL 3741000001 - REFUEL SERVICE FEE - REVENU	EA	10.990	204.08

ROA0666

MEC BK 35 PG 608

Hertz Equipment Rental

Res/Quote Number: 50030526

CUSTOMER COPY

ORIGINAL INVOICE

8/27/15

Invoice Number: 28140813-001

AMOUNT DUE: $ 11580.50

AMOUNT ENCLOSED: $ ____________

PAYMENT TERMS ARE NET 10 DAYS
LATE CHARGES MAY APPLY
Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

AMERI-CON MATERIALS
5875 COXE ROAD
RUTHERFORDTON, NC 28139

CUSTOMER NUMBER: 2654256

MAIL PAYMENT TO:
HERTZ EQUIPMENT RENTAL CORPORATION
P.O. BOX 650280
DALLAS, TX 75265-0280

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM:
HERTZ EQUIPMENT RENTAL (322)
302 E. FRONTAGE ROAD
GREER, SC 29651
Ph: 864-877-1806
Fax: 864-879-2860

SHIPPING ADDRESS:
AMERI-CON MATERIALS
210 WILKIE BRIDGE ROAD
INMAN, SC 29349

RENTAL DAYS/HOURS: 26/19.22
INVOICE FROM DATE: 7/28/15 13:01
INVOICE THRU DATE: 8/24/15 9:13

PO# :	
JOB NUMBER :	6 - AMERI-CON MATERI
RENTAL START DATE:	7/28/15 13:00
DELIVERED BY:	CUSTOMER
ORDERED BY:	JASON DECK
SIGNED BY:	JASON
SALES REP:	TIM PORTER
CLOSED BY:	JASON LITCHFORD

	Original	Adjustments	Total
RENTAL CHARGES	9500.00		9500.00
LDW 15% of Rent Chge	1425.00		1425.00
TAXABLE CHARGES	10925.00		10925.00
TAX	655.50		655.50
TOTAL CHARGES	11580.50		11580.50
NET DUE			11580.50

QTY	EQUIPMENT #	HRS/	MIN	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	EXCAVATOR/21-24METRICTON/CRAWLER/LONGARM	8/	1550.00	258.33	1550.00	3800.00	9500.00	9500.00
	246550002 Make: DEERE Model: 250GLC Ser #: 1FF250GXADE608934							
	2460550 Hours Free:				8	40	160	
	HR OUT: 1045.300 HR IN: 1112.000 TOTAL: 66.700							
	FREE: 160.000 EXCESS: 0 HRS CHG: 29.688							

STATE OF SOUTH CAROLINA)
: LEASE AND ROYALTY AGREEMENT
COUNTY OF SPARTANBURG)

This Lease and Royalty Agreement made and entered into this 30th day of January, 1993, between RIVER BEND PROPERTIES, INC., of Fingerville, South Carolina, hereinafter called "Lessor", and CHAPMAN GRADING & CONCRETE CO., INC. of Spartanburg, South Carolina, hereinafter called "Lessee," WITNESSETH:

That the Lessor, for and in consideration of One ($1.00) Dollar in cash in hand paid by the Lessee to the Lessor, the receipt of which is hereby acknowledged, and in consideration of the covenants, agreements, and payments hereinafter set out and agreed to by the Lessee and subject to the conditions hereinafter described, have granted, let and demised and by these presents do grant, let and demise unto the Lessee, its successors and assigns:

RECORDED
1993 FEB -5 PM 3 06
R.M.C.
SPARTANBURG S.C.

> A portion of that tract or parcel of land near Fingerville, Spartanburg County, South Carolina, containing 395.23 acres, more or less, and being the eastern portion of that property acquired by Lessor by deed recorded in Book 59-D at Page 358 in the Spartanburg County RMC Office, limited, however, to the area, more or less along the bed and western bank of North Pacolet River, as generally shown in red on attached Exhibit "A", together with any necessary or convenient rights of ways over the above-described property for ingress and egress purposes for processing and removal of sand from and along North Pacolet River.

TO HAVE AND TO HOLD the said properties for the purposes of processing and removing sand therefrom with the exclusive right to process and remove the same as hereinafter provided. The terms of this Lease and Royalty Agreement shall be for a period of ten (10) years from the date of this instrument, the Lessee, or its successors or assigns having the right and option to renew the same on the same terms and conditions for an additional ten (10)years, provided it gives the Lessor ninety (90) days written prior notice of its intention of the renewal of same. Lessee shall not interfere with the hunting rights of Lessor or any of its members at any time.

2. RENT AND ROYALTY: The Lessee, its successors and assigns, agrees to pay to the Lessor, its successors and assigns, royalties in the amount of One Thousand & no/100 ($1,000.00) Dollars minimum per year based upon ten (.10) cents per ton of sand, processed and removed from the above-described premises; and to account to Lessor monthly on or before the 15th day of each month thereafter for all sand processed and removed.

3. RECORDS: The Lessee agrees to keep a business-like record of all sand processed and removed by it from the said premises, which record shall be open at all reasonable times for examination by the Lessor.

4. WAIVER: That Lessor agrees that Lessee, or its successors and assigns, shall have the right to remove any and all equipment which it owns from the premises at any time and Lessor waives any right herein or claim to such equipment arising out of this lease and royalty agreement.

5. RIGHT OF REMOVAL: Lessee is to have the right to remove any equipment or buildings which it has placed on the said premises

and used in the process of removal of sand at the termination of this Lease or renewal thereof.

6. TAXES: Lessor covenants and agrees that he will keep the property tax on the above-described premises paid.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals in duplicate the date first above written.

Signed, Sealed and Delivered in the Presence of:

Annie C. Hatchette

Carolyn C. Farr

As to Lessor

RIVER BEND PROPERTIES, INC. (SEAL)

By: Donald Chatt

Its PRESIDENT

LESSOR

Susan G. Henninger

Lynn M. Downey

As to Lessee

CHAPMAN GRADING & CONCRETE CO., INC. (SEAL)

By: Robert Chapman

Its Pres.

LESSEE

Rebecca H. Upton

Notary

MY COMMISSION EXPIRES MAY 7, 1994

REBECCA H. UPTON NOTARY PUBLIC SOUTH CAROLINA

[redacted] [redacted]

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness, whose name is subscribed above, who on oath states that (s)he saw the within named River Bend Properties, Inc. by Donald C. Rath, its President, sign, seal and deliver the within instrument, and that (s)he with the other witness, whose name is subscribed above, witnessed the execution thereof.

Annie C. Hatchette

Sworn to before me this 4th
day of JANUARY, 1993.

Rebecca H. Upton (SEAL)
Notary Public for South Carolina
My commission expires: May 3, 1994

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness, whose name is subscribed above, who on oath states that (s)he saw the within named Chapman Grading & Concrete Co., Inc. by Robert L. Chapman, its President, sign, seal and deliver the within instrument, and that (s)he with the other witness, whose name is subscribed above, witnessed the execution thereof.

Susan G. Henninger

Sworn to before me this 4th
day of JANUARY, 1993.

Rebecca H. Upton (SEAL)
Notary Public for South Carolina
My commission expires: May 3, 1994

NOTARY PUBLIC
SOUTH CAROLINA

DEE-2023-47089
DEE BK 144-L PG 448-453
Recorded 6 Pages on 12/05/2023 09:44:05 AM
Recording Fee: $16.00 County Taxes: $1,320.00 State Taxes: $3,120.00
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)
) **TITLE TO REAL ESTATE**
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that, **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. ("Grantor")** for and in consideration of One Million Two Hundred Thousand and no/100 Dollars ($1,200,000.00) 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 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.

This being a portion of the property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Robert G. Stoner and Christina R. Stoner dated April 16, 1985 and recorded April 18, 1985 in Deed Book 51-E at Page 900 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Charles J. Elmore and Frances C. Elmore dated September 14, 1987 and recorded September 16, 1987 in Deed Book 53-P at Page 190 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Charles J. Elmore and Frances C. Elmore dated September 14, 1987 and recorded September 16, 1987 in Deed Book 53-P at Page 190 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Charles J. Elmore and Frances C. Elmore dated September 14, 1987 and recorded September 16, 1987 in Deed Book 53-P at Page 190 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Dudley H. Kerchmar as Personal Representative of the Estate of David Kerchmar dated August 9, 2019 and recorded August 13, 2019 in Deed Book 124-X at Page 600 in the Office of the Register of Deeds for Spartanburg County. See also corrective deed recorded November 15, 2019 in Deed Book 126-A at Page 211 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to River Bend Sportsman's Resort, Inc. by deed of Leigh Realty, LLC dated October 6, 2023 and recorded October 6, 2023 in Deed Book 143-T at Page 331 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Riverbend Associates dated October 30, 2023 and recorded October 31, 2023 in Deed Book 144-B at Page 80 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Glo-Tex International, Inc. dated June 19, 2019 and recorded June 20, 2019 in Deed Book 124-F at Page 580 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Paul Mickler dated November 23, 1994 and recorded November 28, 1994 in Deed Book 62-C at Page 803 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Robert G. Stoner and Christina R. Stoner dated April 16, 1985 and recorded April 18, 1985 in Deed Book 51-E at Page 900 in the Office of the Register of Deeds for Spartanburg County.

Tax Map Number 2-10-02-006.00

The River Bend Sportsman's Resort, Inc. converted to The River Bend Sportsman's Resort, LLC as evidenced by Conversion of a Corporation to a Limited Liability Company Articles of Organization filed November 28, 2023 with the Office of the Secretary of State for South Carolina and recorded November 30, 2023 in Deed Book 144-K at Page 498 in the Office of the Register of Deeds for Spartanburg County.

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

TO HAVE AND TO HOLD 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 1st day of December, 2023.

SIGNED, sealed and delivered
in the presence of:

signature of witness #1

signature of witness #2

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.

By:________________(SEAL)
Ralph Brendle, Manager

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Ralph Brendle as Manager 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., 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 1st day of December, 2023.

________________(SEAL)
Notary Public for South Carolina
Print Name:________________
My commission expires:________________

MALINDA L. PRICE-UITER
Notary Public, South Carolina
My Commission Expires
August 12, 2025

DEE-2023046568
Recorded 4 on 11/30/2023 01:02:17 PM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:DEE 144-K PG:498-501

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Nov 30 2023
REFERENCE ID: 1486608

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Filing ID: 231128-1517177

Filing Date: 11/28/2023

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

CONVERSION OF A CORPORATION
TO A LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION

****Conversion of an entity can result in tax consequences for the entity. Please consult a tax professional such as a CPA or qualified attorney before filing for conversion.**

The following corporation hereby converts to a limited liability company pursuant to the provisions of Section 33-11-111 and Section 33-11-112 of the 1976 S.C. Code of Laws, as amended, by filing these articles of organization.

1. The name of the limited liability company is:
THE RIVER BEND SPORTSMAN'S RESORT, LLC

2. The initial agent for service of process is:
RALPH N BRENDLE
(Name)

and the street address in South Carolina for this agent for service of process is
100 WILKIE BRIDGE RD INMAN SC
(Street Address)
, South Carolina
(City, State, Zip Code)

3. The former name of this limited liability company while a corporation was:
RIVER BEND SPORTSMAN'S RESORT, INC. THE

4. If voting by voting group is required, the below information must be provided for each voting group entitled to vote separately on the conversion:

Voting Group	Number of Shareholder Votes Cast For	-OR- Against	Number of Votes Required to Approve (required if this was less than unanimous vote "for") Specify whether number or percentage
Voting	100	0	100

Form Revised by South Carolina Secretary of State, August 2016
F0101

SC Secretary of State
Mark Hammond

THE RIVER BEND SPORTSMAN'S RESORT, LLC

Name of Limited Liability Company

5. The address of the initial designated office is:

171 Church Street - Suite 330
(Street Address)

Charleston, South Carolina 29401
(City, State, Zip Code)

6. The name and mailing address of each organizer

a.

Stephanie L. Hooper, LL.M.
(Name)

171 Church Street - Suite 330
(Street Address)

Charleston, South Carolina 29401
(City, State, Zip Code)

b.

(Name)

(Street Address)

(City, State, Zip Code)

c.

(Name)

(Street Address)

(City, State, Zip Code)

7. [X] Check this box if the company is to be a term company. If so, provide the term specified: 11/28/2123

THE RIVER BEND SPORTSMAN'S RESORT, LLC

Name of Limited Liability Company

8. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each manager:

a.

Ralph N. Brendle
(Name)

113 Commons Drive
(Business Address)

Spartanburg, South Carolina 29302
(City, State, Zip Code)

b.

(Name)

(Business Address)

(City, State, Zip Code)

c.

(Name)

(Business Address)

(City, State, Zip Code)

9. ☐ Check this box only if or more members of the company are to be held liable for its debts and obligations pursuant to §33-44-303(c) of the 1976 S.C. Code of Laws, as amended. If one or more members are so liable, specify which members and of which debts, obligations or liabilities such members are liable in their capacity as members:

THE RIVER BEND SPORTSMAN'S RESORT, LLC

Name of Limited Liability Company

10. Set forth any optional provisions not inconsistent with law the limited liability company wishes to include in its operating agreement, including any provisions that are required or are permitted to be set forth in the operating agreement:

11. Unless a delayed effective date is specified, the existence of the limited liability company will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time: ____________
(Date)

12. The articles of incorporation of the corporation will be cancelled as of the effective date of this filing.

13. Name and signature of each organizer:

a.
Stephanie L. Hooper, LL.M
(Name)
Stephanie L. Hooper, LL.M.
(Signature)

b.
(Name)
(Signature)

c.
(Name)
(Signature)

Date: 11/28/2023

BK 59 Q PG 939 RECORDED

665 6th Ave N.
Surfside Beach, SC
29575

1993 JAN -7 AM 9:25

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

R.M.C.
SPARTANBURG, S.C.

DEED

KNOW ALL MEN BY THESE PRESENTS, That Riverbend Properties, Inc., a South Carolina Corporation, (hereinafter called "Grantor"), in the State aforesaid for and in consideration of the sum of Five and No/100 ($5.00) Dollars, in hand paid to Grantor, (the receipt of which Grantor acknowledges) by Myrtle M. Baiden, Trustee of the Myrtle M. Baiden Living Trust dated April 23, 1992 (hereinafter called "Grantee") of 655 6th Ave., N., Surfside Beach, SC 29575 Grantor has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, her successors and assigns, forever, all its right, title and interest, in and to the below described property, to-wit:

> ALL that parcel of real property containing 26.48 acres, more or less, near Fingerville, Spartanburg County, South Carolina, as described in that certain plat of James V. Gregory, Professional Land Surveyor, prepared for ... Baiden, Jr., dated August 21, 1992 and recorded in Plat Book , Page , official records of Spartanburg County, South Carolina.
>
> Being a portion of the premises conveyed to the Grantor by Deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean dated July 24, 1992 and recorded in Book 59-D, Page 358, Spartanburg County, South Carolina.

THS# Portion of 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, her successors and assigns forever.

AND the Grantor does hereby bind itself and its successors and

PD 010 10L00C 507X8

assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, and her successors and assigns, against itself and its successors and assigns and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 5th day of October, in the year of our Lord, One Thousand Nine Hundred and Ninety-Two and the Two Hundred-Seventeenth year of the Sovereignty and Independence of the United States of America.

RIVERBEND PROPERTIES, INC.

By: Donald C Roth
Its: President

SIGNED, SEALED AND DELIVERED
In the Presence of

Susan L. Horton
Cynthia H. Fowler

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Riverbend Properties, Inc., by Donald C Roth, its President, Sign, Seal and as its act and deed, Deliver the within written Deed; and that (s)he with the other witness hereto, witnessed the execution thereof.

Cynthia H. Fowler

SWORN to before me this 5th day of October, 1992.

Susan L. Horton (L.S.)
Notary Public for South Carolina
My Commission Expires: 2/04/2001

DEED60-Q PG112

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

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said

Edith L. Jackson, her

Heirs and Assigns forever

[redacted] [redacted]

DEED 60-Q PG 111

ADDRESS:
3656 Rainbow Lake Road
Inman, South Carolina 29349

ODOM, TERRY, ABERNATHY & CANTRELL, Attorneys at Law
220 N. Church Street, Spartanburg, S. C. 29301

State of South Carolina
COUNTY OF SPARTANBURG

TITLE TO REAL ESTATE

BLOCK MAP NO. 2 10-00 Portion of 004.00

RECORDED
1993 OCT 18 PM 4 22
R.M.C.
SPARTANBURG, S C

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
19.50

[redacted]

Know all Men by these Presents, That Riverbend Properties, Inc.

in the State aforesaid, in consideration of the sum of Seven Thousand Five Hundred and No/100

($7,500.00)

Dollars

to it in hand paid at and before the sealing of these presents by

Edith L. Jackson

(the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Edith L. Jackson, her heirs and assigns forever:

All that piece, parcel or lot of land lying and being on Rainbow Lake Road, in the County of Spartanburg, State of South Carolina, known and designated as Lot No. 7, containing .75 of an acre, more or less, as appears on a plat of Rainmill Estates Subdivision, made by James V. Gregory, Professional Land Surveyor, dated January 7, 1993, and recorded in Plat Book 119, page 593, RMC Office for Spartanburg County. The lot has a frontage of 114.94 feet. For a more particular description, reference is directed to the aforesaid plat.

This is a portion of the property which was conveyed to Riverbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean recorded August 12, 1992 in Deed Book 59-D, page 358, RMC Office for Spartanburg County.

This property is conveyed subject to the Restrictions over the subdivision known as Rainmill Estates recorded March 22, 1993 in Deed Book 59-W, page 469, RMC Office for Spartanburg County.

If any Roll Back Taxes are assessed against the property, the Seller agrees to pay them. F0 149 10C0C6 P16.2

DEED 60-Q PG 113

And it does ~~xx~~ hereby bind itself and its successors and assigns ~~Heirs, Executors xxxxxxxxxx~~ to warrant and forever defend all and singular the said premises unto the said Edith L. Jackson, her Heirs and Assigns against it and its successors and assigns ~~xxxx~~ and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to easements and restrictions of record.

Witness its hand(s) and seal(s) this 18th day of October in the year of our Lord One Thousand Nine Hundred and NINETY-THREE and in the Two Hundred and EIGHTEENTH year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Ruby Owens

John H. Nolen

RIVERBEND PROPERTIES, INC. (SEAL)

BY: Donald C. Roth (SEAL)
Donald C. Roth, its President

(SEAL)

BY: Ralph N. Brendle (SEAL)
Ralph N. Brendle, its Vice-President

(SEAL)

STATE OF SOUTH CAROLINA
County of Spartanburg

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Riverbend Properties, Inc. by its President, Donald C. Roth and its Vice-President, Ralph N. Brendle sign, seal and as its act and deed deliver the within written deed, and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 18th day of October, A.D. 19 93

John H. Nolen (SEAL)
Notary Public for S. C.
My commission expires 7/17/97

Ruby Owens

DEED61-R PG018

Form No 116—Title to Real Estate by a Corporation

RECORDED GRANTEE ADDRESS:
185 Younger Farm Road
Campobello, South Carolina 29322

The State of South Carolina, 94 JUL 20 PM 3:23
County of Spartanburg

R.M.C.
SPARTANBURG, S.C.

KNOW ALL MEN BY THESE PRESENTS, That

RiverBend Properties, Inc. hereby referred to as Grantor(s) whose address is Post Office Box 279, Fingerville, South Carolina

in the State aforesaid, ——————— for and ——————— *in consideration of the sum of*

Eight Thousand and no/100 ($8,000.00) ——————————————— *Dollars*

to it in hand paid at and before the sealing of these presents, by Galen S. Stalter ———————

in the State aforesaid, ——————————— *(the receipt whereof is hereby acknowledged)*

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

Galen S. Stalter, his heirs and assigns forever:

All that piece, parcel or lot of land lying and being on Rainbow Lake Road in the County of Spartanburg, State of South Carolina known and designated as Lot No. 20 containing .87 of an acre, more or less, as appears on a plat of Rainmill Estates Subdivision, made by James V. Gregory, Professional Land Surveyor, dated January 7, 1993 and recorded in Plat Book 119 Page 593, RMC Office for Spartanburg County. For a more complete and particular description of said property reference is hereby made to the aforesaid plat.

Block Map #P/O 2-10-00-004.00

This being a part of the property heretofore conveyed to the Grantor(s) by Deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean recorded August 12, 1992 in Deed Book 59-D Page 358 RMC Office for Spartanburg County.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JUL 19 '94 = 20.80
RMC

RMC

- 8.80

500 247 72094N164 $10,00H

DEE061-R PG0019

THIS DOCUMENT MARGINAL FOR IMAGING

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Galen S. Stalter, his *Heirs and Assigns forever.*

And the said RiverBend Properties, Inc. *does hereby bind itself —— and its successors, to warrant and forever defend all and singular the said premises unto the said* Galen S. Stalter, his *Heirs and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF RiverBend Properties, Inc. (Insert name of Corporation) *has caused these presents to be executed in its name by* DONALD C. ROTH (Insert name of President or Vice-President) *its President, and by* RALPH N. BRENDLE (Insert name of Secretary or Treasurer) *its* VICE - PRESIDENT *and its corporate seal to be hereto affixed this* 20th *day of* July *in the year of our Lord, one thousand nine hundred and* ninty-four*, and in the two hundred and* eighteenth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

RiverBend Properties, Inc.

................(Seal)

Shelley P. Branson *Witness* By Donald C Roth *President.*

H. Lyd Howard *Witness* Ralph N. Brendle ~~Secretary or Treasurer.~~ VICE - PRESIDENT

The State of South Carolina,

COUNTY OF Spartanburg

PERSONALLY appeared before me the undersigned witness (Insert name of Witness)

who, in oath, says that he saw the within-named Riverbend Properties, Inc. (Insert name of Corporation)

by DONALD C. ROTH (Insert name of President or Vice President) its

President and RALPH N. BRENDLE its VICE-PRESIDENT (Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with the other witness subscribed above (Insert name of other Witness) witnessed the execution thereof.

[illegible]
(Witness)

SWORN to before me, this 20th day of July, A.D. 1994

H. Lloyd Howard (Seal)
Notary Public, S. C.

My Commission Expires: 7-23-2001

H. LLOYD
NOTARY PUBLIC
S. C.

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED61-R PG352

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX 19.50

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RIVERBEND PROPERTIES, INC.

TO

JOHN R. SMITH

TITLE TO REAL ESTATE

Filed this ______ day of ______, A.D. 19__

and Recorded in Vol. 61-R Page 351

Register Mesne Conveyance, Spartanburg County, S.C.

ODOM, TERRY, ABERNATHY & CANTRELL
Attorneys at Law
220 N. Church Street
SPARTANBURG, S.C. 29306

NOTICE

As owner of this property you will be responsible for payment of this year's taxes which are [illegible] 15th. Property purch[illegible] [illegible]lled in the nam[illegible]
Please [illegible] September 1st to [illegible] amount due or a tax notice.

DEED 62--W PG 633

RECORDED
95 JUN -8 PM 5:01
R.M.C.
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) DEED
(by Corporation or Partnership)

KNOW ALL MEN BY THESE PRESENTS, That RIVERBEND PROPERTIES, INC.

(hereinafter called "Grantor"), for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($7500.00)

to it in hand paid at an before the sealing of these presents, by JOHN A. TAYLOR, JR.,

OF 3131 RAINBOW LAKE ROAD, INMAN SC 29349

(hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA SCHOOL DISTRICT #1, NEAR PROSPECT, AND BEING SHOWN AS LOT NUMBER 12, RAINHILL ESTATES, SECTION II, CONTAINING 0.74 ACRES, MORE OR LESS AS SHOWN ON THAT CERTAIN PLAT PREPARED FOR JOHN ALAN TAYLOR, JR. BY BUTLER ASSOCIATES REG. LAND SURVEYOR #12233 DATED APRIL 21, 1995 AND RECORDED IN PLAT BOOK ________ AT PAGE ________ OFFICE OF THE RMC FOR SPARTANBURG COUNTY. REFERENCE IS MADE TO LATTER PLAT FOR A MORE ACCURATE DESCRIPTION OF METES AND BOUNDS, ALL MEASUREMENTS BEING A LITTLE MORE OR LESS.
DERIVATION: BEING A PORTION OF THAT PROPERTY CONVEYED TO RIVERBEND PROPERTIES INC., BY DEED OF FRANCES MCMILLAN, MYRTLE MCMILLAN BAIDEN AND ELIZABETH MCMILLAN DEAN DATED 7/24/92 AND RECORDED 8/12/92 IN DEED BOOK 59-D AT PAGE 358.
TMS: PORTION OF 2-10-137.00

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

TOGETHER with all and singular the Rights, Members, Hereditament 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, his Heirs, Successors and Assigns forever.
And the Grantor does hereby bind itself and its successors, to warrant and forever defend all and singular the premises unto the Grantee, His Heirs, Successors and Assigns against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

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

DATE: 6-7, 1995

Signed, Sealed and Delivered
in Presence of:

RIVERBEND PROPERTIES, INC.

BY: ________________
DONNY ROTH
ITS PRESIDENT

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
= 19.50

2353936

-8.25 495

500 500 #0939165 400.0081

DEE062--VPG634

State of SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

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

SWORN to before me (date) 6/7/95

Witness

Notary public for SC
My Commission Expires: 7/20/96

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
RIVERBEND PROPERTIES, INC.

Grantor
JOHN ALAN TAYLOR, JR.
3132 RAINBOW LAKE ROAD
INMAN SC 29349
Grantee

DEED
(By a Corporation or Partnership)

FILED THIS DAY OF
, A.D. 19
AT o'clock M.
and recorded in Deed Book

at page

CLERK OF COURT
COUNTY, SC

RECORDED THIS DAY OF
, 19
IN PAGE

AUDITOR COUNTY

BOOK 64B PG 028

Title to Real Estate

Parcel ID Number 2-10-00-130.00

RECORDED
96 APR -5 AM 10:09
R.M.C.
SPARTANBURG, S.C.

State of South Carolina
County of SPARTANBURG

Know All Men By These Presents, That

This Deed, Made this 2nd day of APRIL, 19 96 A.D., Between

RIVER BEND PROPERTIES, INC.

hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of FIFTEEN THOUSAND AND NO/100 ($15,000.00)** DOLLARS, to me paid by the Grantee, below-named, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto

DENNIS L. FUNK

whose address is: 582 WEST MAIN STREET, SPARTANBURG, SC 29301

hereinafter referred to as Grantee, the following described land:

ALL THOSE LOTS OR PARCELS OF LAND IN THE COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOTS 4 AND 5 ON A PLAT OF RAINHILL ESTATES SUBDIVISION RECORDED IN PLAT BOOK 119, PAGE 593 PUBLIC RECORDS OF SPARTANBURG COUNTY, S.C.

THIS IS A PORTION OF THE PROPERTY CONVEYED TO RIVER BEND PROPERTIES, INC. BY FRANCES MCMILLAN, MYRTLE MCMILLAN BAIDEN AND ELIZABETH MCMILLAN BEAN BY DEED DATED AND RECORDED AUGUST 12, 1992 IN DEED BOOK 59-D, PAGE 358 PUBLIC RECORDS OF SPARTANBURG COUNTY, S.C.

IF ANY ROLLBACK TAXES ARE ASSESSED AGAINST THE PROPERTY FOR YEARS 1995 AND PRIOR THEN RIVER BEND PROPERTIES, INC. ASSUMES THE OBLIGATION TO PAY SUCH ROLLBACK TAX.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To Have and to Hold all and singular the premises unto Grantee, his Heirs, Successors and/or assigns forever.

And I do hereby bind myself, my Heirs, Successors, Executors, and/or Administrators, to warrant and forever defend all and singular the said premises unto Grantee, his Heirs, Successors and/or assigns against me and my Heirs or Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

All reference made herein to the singular shall include the plural, all reference made herein to the masculine shall include the feminine and the neuter.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

RIVER BEND PROPERTIES, INC. (Seal)

by: ____________ (Seal)
VICE PRESIDENT

____________ (Seal)

____________ (Seal)

State of SOUTH CAROLINA
County of SPARTANBURG

Personally appeared before me the undersigned witness and made oath that she saw the within named Grantor sign, seal and as his act and deed, deliver the within written Deed for the uses and purposes therein and that she with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me on APRIL 2, 1996

____________ (SEAL)
Notary Public for SOUTH CAROLINA
My Commission Expires: 6-7-98

500 113 41G96P08 110.00

VOL 64B PG 029

242333

STATE OF SOUTH CARO
SOUTH CAROLINA TAX COMM
DOCUMENTARY STAMP TAX
≡ 39.0

39.00

16.50

SPARTANBURG, S.C.
OFFICE R.M.C.
Recorded in DEED
Book 64-B Page 28

REGISTER MESNE CONVEYANCE
SPARTANBURG, S.C.

DEED 64H PG 549

Address: 105 Younger Road
Campobello, S.C. 29322

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

TITLE TO REAL ESTATE

Block Map# 2 10-00 127.00

KNOW ALL MEN BY THESE PRESENTS, that, Riverbend Properties, Inc.

in consideration of Seven Thousand Five Hundred and NO/100 ($7,500.00) DOLLARS

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto **GALEN STALTER**, his heirs and assigns forever:

All that piece, parcel or lot of land lying and being on Wilkins Ford Road, in the County of Spartanburg, State of South Carolina, known and designated as Lot No. 1, containing .85 of an acre, more or less, as appears on a plat of Rainmill Estates Subdivision Section or Subsection II, by James V. Gregory, Professional Land Surveyor, dated January 7, 1993, and recorded in Plat Book 119, page 593, RMC Office for Spartanburg County.

This being a portion of the property which was conveyed to Riverbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean recorded August 12, 1992 in Deed Book 59-D, page 358, RMC Office for Spartanburg County.

This property is conveyed subject to the Restrictions over the subdivision known as Rainmill Estates recorded March 22, 1993 in Deed Book 59-W, page 469, RMC Office for Spartanburg County.

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

WITNESS the grantor's hand (s) and seal (s) this 29th day of May, 1996

SIGNED, sealed and delivered in the presence of:

Riverbend Properties, Inc.

(SEAL)

By: Ralph A. Brendle
It's Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

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

SWORN to and subscribed before
me this 29th day of May, 1996

(SEAL)
Notary Public for South Carolina
My Commission expires: 7/17/97

RECORDED
96 JUN -6 AM 9:17
R.M.C.
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RIVERBEND PROPERTIES, INC.

TO

GALEN STALTER

TITLE TO REAL ESTATE

Filed this ______________ day of

______________, A.D. 19____

and Recorded in Vol. 64-H Page 549

____
Register Mesne Conveyance, Spartanburg County, S. C.

ODOM, TERRY, ABERNATHY & CANTRELL
Attorneys at Law
220 N. Church Street
SPARTANBURG, S. C. 29307

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX

DEED 64 K PG 0 4 3

RECORDED
96 JUN 21 PM 3:38
R.M.C.
SPARTANBURG, S.C.

Prepared By and Return to:
ATTORNEY AT LAW
205 MAGNOLIA STREET
POST OFFICE BOX 631
SPARTANBURG, SC 29304

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

WARRANTY DEED

Know all Men by these Presents, that Riverbend Properties, Inc. in the State aforesaid, for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 DOLLARS ($7,500.00) to us paid by Jerry Trevino and Regina M. Trevino in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Jerry Trevino and Regina M. Trevino; their heirs and assigns forever:

All that certain piece, parcel or tract of land situate in the State of South Carolina, County of Spartanburg and being shown as Lot No. 11 of Rainmill Estates, Section II on a plat prepared for Jerry & Regina M. Trevino by Deaton Land Surveyors, Inc., dated May 14, 1996, to be recorded herewith. Said property having the following metes and bounds to-wit:

BEGINNING at a point on Highway No. 42 and running N 27-24-17 W, 110.04 feet to a point on the corner of lots 10 and 11, thence turning and running N 61-46-32 E, 292.57 feet to a 1/2" rod; thence turning and running S 27-50-30 E, 109.98 feet to a 1/2" rod on the corner of lots 11 and 12, S 61-45-51 W, 293.41 feet back to the point of beginning.

This being the same property conveyed to Riverbend Properties, Inc., by deed of Frances McMillan, Myrtle McMillan Balden and Elizabeth McMillan Bean, dated July 4, 1992, recorded August 12, 1992 in Deed Book 59-D, page 358, RMC Office for Spartanburg County, South Carolina.

Grantee(s)' Address: *3636 Raibow Lake Road*
Inman, SC 29349

Parcel ID# *2-10-00-136.00*

RMC

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
1 9 50

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Jerry Trevino and Regina M. Trevino and the grantee's(s) heirs or successors and assigns, forever.

And Grantor(s) do/does hereby bind Grantor(s) and the Grantor's(s) Heirs or Successors, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Jerry Trevino and Regina M. Trevino , their Heirs and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my/our Hand and Seal this 12th day of June in the year of our Lord one thousand nine hundred and ninety-six.

[signature] (L.S.)
Riverbend Properties, Inc.

_______________ (L.S.)

_______________ (L.S.)

_______________ (L.S.)

Signed, Sealed and Delivered in the presence of
Melinda Cantrell
1st WITNESS
Allison Bennett
NOTARY

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

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named Riverbend Properties, Inc. Sign, Seal and as his, her or their (as the case may be) Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Melinda Cantrell
1ST WITNESS

Sworn to before me this 12th of June, 1996
Allison Bennett *(L.S.)*
Notary Public for South Carolina
My commission Expires 10/26/2004

[redacted] [redacted]

DEED 64 N PG 559

Form No 116—Title to Real Estate by a Corporation

GRANTEE ADDRESS:
185 Younger Farm Road
Campobello, South Carolina 29322

The State of South Carolina,
County of Spartanburg

KNOW ALL MEN BY THESE PRESENTS, That

RiverBend Properties, Inc. hereby referred to as Grantor(s) whose address is Post Office Box 279, Fingerville, South Carolina

in the State aforesaid,-------------------for and--------------------- *in consideration of the sum of*

Seven Thousand Five Hundred and no/100 ($7500.00)-----------------------------*Dollars*

to it in hand paid at and before the sealing of these presents, by Galen S. Stalter---------------------

in the State aforesaid,--*(the receipt whereof is hereby acknowledged)*

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

Galen S. Stalter, his heirs and assigns forever:

All that piece, parcel or lot of land lying and being on Wilkins Ford *Road in the County of Spartanburg, State of South Carolina known and designated as Lot No. 2 containing .73 of an acre, more or less, as appears on a plat of Rainmill Estates Subdivision, made by James V. Gregory, Professional Land Surveyor, dated January 7, 1993 and recorded in Plat Book 119 Page 593, RMC Office for Spartanburg County. For a more complete and particular description of said property reference is hereby made to the aforesaid plat.*

Block Map #P/O 2-10-00-128.00

This being a part of the property heretofore conveyed to the Grantor(s) by Deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean recorded August 12, 1992 in Deed Book 59-D Page 358 RMC Office for Spartanburg County.

RECORDED
96 JUL 25 AM 10:43
R.M.C.
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
19.50

RMC

RMC

111RMC 1038 725963687 $16.00

BOOK 64 N PG 560

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Galen S. Stalter, his *Heirs and Assigns forever.*

And the said RiverBend Properties, Inc. *does hereby bind itself*-- *and its successors, to warrant and forever defend all and singular the said premises unto the said* Galen S. Stalter, his *Heirs and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF RiverBend Properties, Inc. *(Insert name of Corporation)* *has caused these presents to be executed in its name by* Ralph N. Brendle *(Insert name of President or Vice President)* *its President, and by* Ralph T. Barnwell *(Insert name of Secretary or Treasurer)* *its* Secretary *and its corporate seal to be hereto affixed this* 24 *day of* July *in the year of our Lord, one thousand nine hundred and* ninty-six *, and in the two hundred and* twentieth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

Shelley P. Branon *Witness*

H. Lee Howard *Witness*

Riverbend Properties, Inc.

By Ralph N. Brendle *(Seal)* *President.*

Ralph T. Barnwell *Secretary or Treasurer*

[redacted] [redacted]

THIS DOCUMENT MARGINAL FOR IMAGING

BOOK 64 N PG 561

The State of South Carolina,

COUNTY OF Spartanburg

PERSONALLY appeared before me the undersigned witness *(Insert name of Witness)*

who, on oath, says that he saw the within-named RiverBend Properties, Inc. *(Insert name of Corporation)*

by RALPH N. BRENDLE *(Insert name of President or Vice President)* *its*

President and RALPH T. BARNWELL *its* SECRETARY *(Insert name of Secretary or Treasurer)*

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with the other witness subscribed above *(Insert name of other Witness)* *witnessed the execution thereof.*

Shelley P. Brannon
(Witness)

SWORN to before me, this 24 *day of* July *, A. D. 1996*

H Lee Howard *(Seal)*
Notary Public, S. C.
My Commission Expires: 7-23-2001

RECORDED
96 AUG 26 PM 12: 38
R.M.C.
SPARTANBURG, S.C.

BOOK 64 R PG 623

Address: ~~[illegible]~~ 3840 Rainbow Lake Rd.
~~[illegible]~~ 29303
Inman, S.C. 29349

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

TITLE TO REAL ESTATE

Block Map# 2-10.00-004.00 P/o

KNOW ALL MEN BY THESE PRESENTS, that, Riverbend Properties, Inc.

in consideration of Seven Thousand Five Hundred and NO/100 ($7,500.00) DOLLARS

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto HAROLD R. SMITH AND PATSY C. SMITH, their heirs and assigns forever:

All that piece, parcel or lot of land lying and being on Wilkins Ford Road, in the County of Spartanburg, State of South Carolina, known and designated as Lot No. 9, containing .90 of an acre, more or less, as appears on a plat of Rainmill Estates Subdivision Section or Subsection II, by James V. Gregory, Professional Land Surveyor, dated January 7, 1993, and recorded in Plat Book 119, page 593, RMC Office for Spartanburg County.

This being a portion of the property which was conveyed to Riverbend Property, Inc. by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean recorded August 12, 1992 in Deed Book 59-D, page 358, RMC Office for Spartanburg County.

This property is conveyed subject to the Restrictions over the subdivision known as Rainmill Estates recorded March 22, 1993 in Deed Book 59-W, page 469, RMC Office for Spartanburg County.

The within property is being conveyed subject to a 25 foot easement for ingress and egress along the northwestern boundary.

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

WITNESS the grantor's hand (s) and seal (s) this 22nd day of August, 1996

SIGNED, sealed and delivered in the presence of:

Riverbend Properties, Inc.

(SEAL)
By: Ralph D. Brendle
It's Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

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

SWORN to and subscribed before me this 22nd day of August, 1996

(SEAL)
Notary Public for South Carolina
My Commission expires: 7-17-97

[illegible] 310.00

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RIVERBEND PROPERTIES, INC.

TO

HAROLD R. SMITH

PATSY C. SMITH

TITLE TO REAL ESTATE

Filed this ____________ day of

____________, A.D. 19__

and Recorded in Vol. 64-R Page 623

____

Register Mesne Conveyance,
Spartanburg County, S. C.

ODOM, TERRY, ABERNATHY & CANTRELL
Attorneys at Law
220 N. Church Street
SPARTANBURG, S.C. 29306

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
19.80

RMC

RMC

ORIGINAL

DEED 64 UPG 707

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

KNOW ALL MEN BY THESE PRESENTS, that RIVERBEND PROPERTIES, INC., in consideration of the sum of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00), the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto JAMES R. HOLLIFIELD, JR., his heirs and assigns:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, known and designated as Lot No. 13, containing 0.743 acre, more or less, as shown upon survey prepared for James R. Hollifield, Jr. & William R. Varner, II, by James V. Gregory Land Surveying, dated August 30, 1996 and recorded in the RMC Office for Spartanburg County, SC. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

This is a portion of the property which was conveyed to Riverbend Properties, Inc. from Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean by deed dated July 24, 1992 and recorded in Deed Book 59-D at Page 358 in the RMC Office for Spartanburg County, SC.

The above described property is conveyed subject to the restrictions recorded in Deed Book 59-W at page 469 in the RMC Office for Spartanburg County, SC.

RECORDED
96 SEP 24 PM 4:30
R.M.C.
SPARTANBURG, S.C.

BLOCK MAP REFERENCE: 2 10-00 138.00

GRANTEE(S)' ADDRESS: 1540 Edwards Road
Inman, SC 29349

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever.

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

111RMC 421 924962936 $10.00 +

DEED 64 U PG 708

WITNESS the grantor's(s') hand(s) and seal(s) this 23rd day of September, 1996.

Signed, Sealed and Delivered
in the Presence of:

RIVERBEND PROPERTIES, INC.

BY: ______________________

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

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

SWORN to before me this
23rd day of September, 1996.

(SEAL)
Notary Public for South Carolina

My Commission Expires: 1-1-2000

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX 1 9 50

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED66F PG836

MICHAEL N. DUNCAN, Attorney at Law
220 North Church Street, P. O. Box 1144
Spartanburg, S. C. 29304
864-582-4569

20.35

BLOCK MAP REFERENCE NO.

p/o 2 10-00 4.00

ADDRESS OF GRANTEE:

P. O. Box 129
Fingerville, S. C. 29338

RECORDED
97 JUL 25 AM 11:50
SPARTANBURG

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

DEED

KNOW ALL MEN BY THESE PRESENTS, that Riverbend Properties, Inc. in consideration of Five Thousand Two Hundred Ninety Seven and no/100 ($5,297.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto Richard T. Bridges and Margaret S. Bridges, their heirs and assigns forever the following described real property:

All that certain parcel or tract of land situate, lying and being in the County of Spartanburg, State of South Carolina, about one mile northwest of the Town of Fingerville and being more particularly shown and designated on a plat of survey for Richard T. Bridges by James V. Gregory, Land Surveyor, dated June 17, 1997 as containing 10.594 acres, more or less. This property lies north of Rainbow Lake Road. Reference is made to the aforementioned plat of survey and the record thereof for a more complete and accurate description.

This is a portion of the same property conveyed to Riverbend Properties, Inc. by Deed of Frances McMillan, et al. recorded August 12, 1992 in Deed Book 59 D at page 358 in the Spartanburg County RMC Office.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; TO HAVE AND TO HOLD ALL and singular the premises before mentioned unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the

111RMC 1203 72597M123 $10.00 +

THIS DOCUMENT
MARGINAL
FOR IMAGING

grantee's (s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and easements of record, if any.

WITNESS the grantor's(s') hand(s) and seal(s) this 25th day of July 1997.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

RIVERBEND PROPERTIES, INC.

Michael N. Duncan
Witness

By: Ralph N. Brandle (SEAL)
Its: President

[signature]
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, Michael N. Duncan, Notary Public of the County and State aforesaid, certify that Riverbend Properties, Inc. by Ralph N. Brandle its President personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 25th day of July 1997.

Michael N. Duncan
Notary Public for S. C.
My Commission expires: 11/27/2006

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 66 F PG 838

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AFFIDAVIT

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

1. Property located at 10.594 acres, bearing Spartanburg County Tax Map Number P/o2 10-00 4, was transferred by Riverbend Properties, Inc. to Richard T. and Margaret S. Bridges on July 25, 1997.

The transaction was (Check one):

xx an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $ 5,297.00.

_____ not an arm's length real property transaction and the fair market value of the property is $_____.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is (See back of affidavit.):

_____

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

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

Richard T. Bridges

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

SWORN to before me this 25th
day of July 19 97
Michael [signature]
Notary Public for S. C.
My Commission Expires: 11/27/2006

[redacted]

[redacted]

DEED 67G PG 688

1998 FEB -2 PM 5:00

DOCUMENTARY STAMPS
27.75

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS that Riverbend Properties Inc., in consideration of Seven Thousand Five Hundred Dollars and No/100 ($7,500.00) releases and by these presents grants, bargains, sells, and releases unto Diane R. Blackwell and Joe Dean Emory their successors and assigns forever, Its entire interest:

SEE ATTACHED EXHIBIT "A"

RECORDED
98 FEB -2 PM 5:00
SPARTANBURG S.C.

TMS#: 2 10-00 142.00

GRANTEES ADDRESS: 3712 Rainbow Lake Road
Inman, SC 29349

This conveyance is made subject to any restriction, reservations, zoning ordinances, or easements that may appear of record, on the recorded plat(s) or on the premises.

This conveyance is made together with all and singular, the rights, members, hereditaments, and appurtenances to said premises belonging or in any way incident or appertaining thereto; to have and to hold all and singular the premises abovementioned unto the grantee, and the grantee's heirs or successors and assigns forever. The grantor does hereby bind the grantor and grantor's heirs or successors, executors, and administrators to warrant and forever defend all and singular said premises unto the grantee and grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the GRANTORS hand and seal this 7th day of ~~January~~ FEB, ~~1997~~ 8
SIGNED, SEALED AND DELIVERED
In the Presence of:

Sheila Sigman
First Witness

Riverbend Properties, Inc.
Riverbend Properties, Inc

[signature]
Second Witness

By: [signature]
Its: President

111RHC 620 202908286 $10.00
111RHC 620 202908287 $11.85

DEED67G PG689

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY APPEARED before me the witness sign and made oath that (s)he saw the above named grantors sign, seal and deliver the within deed; and that (s)he, with the other witness names above, witnessed the execution thereof.

SWORN TO before)
)
this 7 day of)
January, 1997 8

Sheila Sigmon
First Witness

Notary Public for South Carolina
My Commission Expires: 3/7/99

DEED67G PG690

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OF TENNESSEE

Underwriting agent: FIRST TITLE CORPORATION

ATTACHMENT PAGE ____ TO COMMITMENT NO. T15262

PROPERTY DESCRIPTION:

All that piece, parcel or lot of land lying and being on Rainbow Lake Road, in the County of Spartanburg, State of South Carolina, known and shown as Lot 17 of Rainmill Estates as appears on a plat of Rainmill Estates Subdivision, made by James V. Gregory, Professional Land Surveyor, dated January 7, 1993, and recorded in Plat Book 119, Page 593, RMC Office for Spartanburg County.

This being a portion of the property conveyed to Riverbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Dean, dated 07-27-92, filed 08-12-92, in Book 590 at Page 358, in aforesaid records.

TMS# 2 10-00 142.00

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED67--S PG 250

1998 APR 15 PM 2:54
DOCUMENTARY STAMPS
27.75

RECORDED
98 APR 15 PM 3:02
RMC
SPARTANBURG, S.C

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that RIVERBEND PROPERTIES, INC in consideration of SEVEN THOUSAND FIVE HUNDRED DOLLARS, ($7,500.00) the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto TERESA DOLL AND MICHAEL DOLL, their heirs, successors and assigns forever.

All that certain piece, parcel or lot of land, with all improvements thereon, if any, lying being situate and located in the County of Spartanburg, State of South Carolina being shown and designated as Lot No. 18 Rainmill Estates Section 2 on plat entitled "Rainmill Estates Section II, prepared by James V Gregory, PLS,, dated January 7, 1993 and being recorded February 19, 1993 in Plat Book 119 at Page 593 A and B in the RMC Office for Spartanburg County, South Carolina. For a more complete and accurate description reference is made to the aforementioned plat

This is a portion of the same property the grantor, Riverbend Properties, Inc., received by deed of Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean, said deed being dated July 24, 1992 and being recorded August 12, 1992 in Deed Book 59-D at Page 358 in the RMC Office for Spartanburg County, South Carolina.

Tax map no. 2-10-00-143.00

Address of Grantee. 5708 Rainbow Lake Road
Inman SC 29349

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

111RMC 317 4159BH253 $10.00 +

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED67--SPG251

WITNESS the grantor's(s') hand and seal this April 8 1998

SIGNED, sealed and delivered in the presence of:

RIVERBEND PROPERTIES, INC

By:
It's President

STATE OF SOUTH CAROLINA) PROBATE
COUNTY OF SPARTANBURG)

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

SWORN to before me this April 8, 1998

(SEAL)
Notary Public for South Carolina
My commission expires Oct. 14, 2007

DEED68--X PG 723

RECORDED

98 NOV 20 PM 12:33

RMC
SPARTANBURG, S.C

98 NOV 20 PM 12:26

DOCUMENTARY STAMPS
27.75

R-5032
10340/40944

Grantee's Address:
3852 RAINBOW LAKE ROAD
INMAN, SC 29349

Block Map No. 2 10-00 133

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

KNOW ALL MEN BY THESE PRESENTS, that RIVERBEND PROPERTIES, INC., a South Carolina corporation, in the State aforesaid, in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($7,500.00) to it in hand paid at and before the sealing of these presents by OTIS E. PRAYTOR, JR. AND MILDRED A. PRAYTOR, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said OTIS E. PRAYTOR, JR. AND MILDRED A. PRAYTOR, their heirs and assigns, the following-described real estate:

All that certain piece, parcel or lot of land situate, lying and being in the County of Spartanburg, State of South Carolina, being Lot 8, containing 0.92 acre, as shown upon plat of Rainmill Estates, Section II, prepared by James V. Gregory, PLS, dated January 7, 1993, and recorded in Plat Book 119, page 593, Registrar of Deeds for Spartanburg County.

This being a portion of the property conveyed to Riverbend Properties, Inc. by Frances McMillan, Myrtle McMillan Balden, and Elizabeth McMillan Bean, by deed dated July 24, 1992, and recorded August 12, 1992, in Deed Book 59-D, page 358, Registrar of Deeds for Spartanburg County.

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said OTIS E. PRAYTOR, JR. AND MILDRED A. PRAYTOR, their heirs and assigns, forever.

And it does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said OTIS E. PRAYTOR, JR. AND MILDRED A. PRAYTOR, their heirs and assigns, against it and its successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to recorded easements, rights of way and restrictions affecting the property.

LVPM110366

1110RC 1581120780101 $10.00

THIS DOCUMENT
MARGINAL
FOR IMAGING

WITNESS its hand and seal this 2nd day of November, in the year of our Lord One Thousand Nine Hundred and Ninety-eight and in the Two Hundred and Twenty third year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

RIVERBEND PROPERTIES, INC.

WITNESS

BY ____________ (SEAL)

ITS President

WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

Personally appeared before me RALPH BRENDLE as PRESIDENT, of RIVERBEND PROPERTIES, INC. who, being by me first duly sworn, did depose and say that he/she/they has/have read the within instrument, that the statements and recitations made therein are true and that he/she/they did sign said instrument as his/her/their free act and deed.

SWORN to before me on November 2, 1998.

____________ (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: My Commission Expires May 4, 2003

2775

DEEDB 2-M PG 338

MICHAEL N. DUNCAN, Attorney at Law
220 North Church Street, P. O. Box 1144
Spartanburg, S. C. 29304
864-582-4560

DEE-2005-11030
Recorded 2 Pages on 3/4/2005 4:01:27 PM
Recording Fee: $10.00 Documentary Stamps: $27.75
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

BLOCK MAP REFERENCE NO.

2-10-00-139.00

ADDRESS OF GRANTEE:

Route 2
Inman, SC 29349

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

DEED

KNOW ALL MEN BY THESE PRESENTS, that **RIVERBEND PROPERTIES, INC.**, in consideration of **SEVEN THOUSAND FIVE HUNDRED ($7,500.00) DOLLARS,** the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto **SHAWN FLOYD AND MELISSA FLOYD, their heirs and assigns forever,** the following described real property:

All that certain piece, parcel or tract of land with all improvements thereon, lying being and situate in the County of Spartanburg, State of South Carolina; containing .74 acre, more or less, and being more particularly shown and designated as Lot 14 on a plat of survey entitled "Rainmill Estates, Section or Sub-section II" by James V. Gregory, PLS dated January 7, 1993 and recorded in Plat Book 119 at page 593. Reference is made to the aforementioned plat of survey and the record thereof for a more complete and accurate description.

This is a portion of the same 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 Book 59 D at page 358. Also see Contract for Deed from Riverbend Properties, Inc, Seller, to Shawn Floyd, Purchaser, recorded August 19, 1993 in Deed Book 60 K at page 80.

All referenced recordings are located in the Register of Deeds Office for Spartanburg County, State of South Carolina.

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

WITNESS the grantor's hand and seal this 23rd day of February, 2005.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

RIVERBEND PROPERTIES, INC.

Diane McDill
Witness

Ralph Brendle (SEAL)
By: **Ralph Brendle**
President

Eleanor Burke
Witness

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF SPARTANBURG)

I, the undersigned, Notary Public of the County and State aforesaid, certify that the grantor(s) personally appeared before me this day and acknowledged the execution of the foregoing Instrument. Witness my hand and official stamp or seal this 23rd day of February, 2005.

Diane McDill
Notary Public for S. C.
My Commission expires: 2/27/2012

2775

DEED82-M PG340

MICHAEL N. DUNCAN, Attorney at Law
220 North Church Street, P. O. Box 1144
Spartanburg, S. C. 29304
864-582-4560

DEE-2005-11031
Recorded 2 Pages on 3/4/2005 4:02:22 PM
Recording Fee: $10.00 Documentary Stamps: $27.75
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

BLOCK MAP REFERENCE NO.

2-10-00-140.00

ADDRESS OF GRANTEE:

P.O. Box 273
Fingerville, SC 29338-0273

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

DEED

KNOW ALL MEN BY THESE PRESENTS, that **RIVERBEND PROPERTIES, INC.**, in consideration of **SEVEN THOUSAND FIVE HUNDRED ($7,500.00) DOLLARS,** the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto **CHARLES E. JONAS, his heirs and assigns forever,** the following described real property:

All that certain piece, parcel or tract of land with all improvements thereon, lying being and situate in the County of Spartanburg, State of South Carolina; containing .74 acre, more or less, and being more particularly shown and designated as Lot 15 on a plat of survey entitled "Rainmill Estates, Section or Sub-section II" by James V. Gregory, PLS dated January 7, 1993 and recorded in Plat Book 119 at page 593. Reference is made to the aforementioned plat of survey and the record thereof for a more complete and accurate description.

This is a portion of the same 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 Book 59 D at page 358.

All referenced recordings are located in the Register of Deeds Office for Spartanburg County, State of South Carolina.

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

WITNESS the grantor's hand and seal this 23rd day of February, 2005.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Diana McDill
Witness

Teresa Burke
Witness

RIVERBEND PROPERTIES, INC.

Ralph N. Brendle (SEAL)
By: **Ralph N. Brendle**
President

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF SPARTANBURG)

I, the undersigned, Notary Public of the County and State aforesaid, certify that the grantor(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 23rd day of February, 2005.

Diana McDill
Notary Public for S. C.
My Commission expires: 2/29/2012

2775

DEEC8b- TPG156

DEE-2006-50681
Recorded 2 Pages on 9/18/2006 2:53:23 PM
Recording Fee: $10.00 Documentary Stamps: $27.75
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

Prepared by:
The Anthony Law Firm
P.O. Box 3565
Spartanburg, SC 29304

Grantee Address: 3860 Rainbow Lake Road, Inman, SC 29349
Tax Map No.: 2-10-00-131.00

State of South Carolina)
)
County of Spartanburg)

NO TITLE EXAMINATION
TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **RIVERBEND PROPERTIES, INC.** (hereinafter called "Grantors"), in consideration of Seven Thousand Five Hundred and no/l00 ($7,500.00) Dollars, to the Grantor in hand paid at and before the sealing of these presents, by **DARYL HAMMETT** (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **DARYL HAMMETT**, his heirs assigns, forever:

All that certain piece, parcel or tract of land with all improvements thereon, lying being and situate in the County of Spartanburg, State of South Carolina, containing .75 acre, more or less, and being more particularly shown and designated as Lot 6 on a plat of survey entitled "Rainmill Estates, Section or Sub-section II" by James V. Gregory, PLS, dated January 7, 1993 and recorded in Plat Book 119, Page 593. Reference is made to the aforementioned plat of survey and the record thereof for a more complete and accurate description.

This is a portion of the property conveyed to Riverbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillan Balden and Elizabeth McMillan bean dated July 24, 1992 and recorded August 12, 1992 in Book 59D, page 358, aforesaid records.

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

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

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

WITNESS the Grantor's hand and seals this the 14 day of September, 2006.

SIGNED, SEALED AND DELIVERED
in the presence of:

RIVERBEND PROPERTIES, INC.

BY: [signature] (SEAL)
Ralph N. Brendle
Its: President

[signature]

Sandra G. Metzger

_______________ (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

ACKNOWLEDGMENT

On September 14, 2006, before me, the undersigned, a Notary Public of the State of South Carolina, personally appeared the within-named Riverbend Properties, Inc. by and through Ralph N. Brendle, its President, who acknowledged itself to be the Grantor and executed the foregoing instrument for the purposes contained therein.

SWORN to before me this September 14, 2006.

[signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-23-16

LONON
Law Firm LLC
134 Oakland Avenue, Suite A
P.O. Box 1984 (29304)
Spartanburg, South Carolina 29302
File Number: 2218

DEED94B PG 570

DEE-2009-26870
Recorded 2 Pages on 6/29/2009 10:40:49 AM
Recording Fee: $10.00 Documentary Stamps: $27.75
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

Block Map No.

2 10-00 144.00

Address of Grantee:

252 Claude Gilbert Road
Columbus, NC 28722

STATE OF SOUTH CAROLINA

DEED

COUNTY OF SPARTANBURG

KNOW ALL MEN BY THESE PRESENTS, that **Riverbend Properties, Inc.**, in consideration of **Seven Thousand Five Hundred and 00/100s ($7,500.00) Dollars**, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **John W. Edwards**, his heirs and assigns:

> All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot 19, Rainmill Estates, Section II on a plat of survey for Rainmill Estates, Section II prepared by James V. Gregory, PLS dated January 7, 1993 and recorded in Plat Book 119 at page 593. Reference is made to the aforementioned plat of survey and the record thereof for a more complete and accurate description.
>
> This is a portion of the same property conveyed to Riverbend Properties, Inc. by Deed of Frances McMillian, Myrtle McMillan and Elizabeth McMillan Bean dated July 24, 1992 and recorded August 12, 1992 in Deed Book 59 D at page 358.
>
> All referenced recordings are located in the Register of Deeds Office for Spartanburg County, South Carolina, unless otherwise noted herein.

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

DEED 94B PG 571

WITNESS the Grantor's(s') hand(s) and seal(s) this 17th day of June, 2009.

SIGNED, sealed and delivered
in the presence of:

Witness

Witness

Riverbend Properties, Inc.

BY: Ralph N. Brendle, President

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

ACKNOWLEDGMENT

I, the undersigned Notary Public of the County and State aforesaid, certify that the within-named Grantor(s) personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 17th day of June, 2009.

Notary Public for South Carolina
My Commission Expires: 4/6/2010

1080

DEE0094-M PG044

DEE-2009-36151
Recorded 4 Pages on 8/31/2009 11:02:53 AM
Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

Grantee's Mailing Address:
P O BOX 86
STARTEX SC 29377

STATE OF SOUTH CAROLINA)
:
COUNTY OF SPARTANBURG)

TITLE TO REAL ESTATE
(Deed Only)

KNOW ALL MEN BY THESE PRESENTS, that RIVERBEND PROPERTIES, INC., (hereinafter called "Grantor"), in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, the receipt of which is hereby acknowledged, do grant, bargain, sell and release unto JAMIE OSBORN BALLENGER, (hereinafter called "Grantee"), his heirs and assigns forever, the following described property, to-wit:

All that certain, piece, parcel or tract of land, with all improvements thereon, situate, Lying and being in the County of Spartanburg, State of South Carolina, being shown and designated as Lot No. 3 on plat of survey entitled, "Rainmill Estates, Section or Sub-section II", by James V. Gregory, PLS, dated January 7, 1993, and recorded in Plat Book 119 at page 593 in the ROD Office for Spartanburg County. Reference is specifically made to the aforesaid plat in aid of description.

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 ROD Office for Spartanburg County.

Map Reference No. 2-10-00-129.00

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

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the grantee, and the grantee's heirs and assigns forever. And the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee and the grantee's heirs and assigns and against the grantor and the grantor's heirs or successors, executors or administrators, and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERBEND PROPERTIES, INC.

BY: Robert N. Bradley
Its: President

STATE OF SOUTH CAROLINA)
:
COUNTY OF SPARTANBURG)

PERSONALLY appeared before me Les Pence, who being duly sworn, deposes and says that (s)he saw the within named Grantor sign, seal and as its act and deed deliver the foregoing Title to Real Estate, and that (s)he with ______________ witnessed the same.

SWORN to before me this 24th
Day of April, 2009.

Notary Public for South Carolina
My Commission Expires: 6-11-2012

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg

AFFIDAVIT FOR EXEMPT TRANSFERS

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

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at Lot NO 3 Rainmill Estates, bearing Spartanburg County Tax Map Number 2-10-00-129.00, was transferred by Riverbend Properties to Jamie Osborne Ballenger on April 24, 2009.

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):
#1

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

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

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

Jamie Osborn Ballenger
Responsible Person Connected with the Transaction

Jamie Osburn Ballenger
Print or Type Name Here

SWORN to before me this 26th day of August 2009

Larry C. Compton
SIGNATURE OF NOTARY
Notary Public for South Carolina

My Commission Expires: 05/12/2014

INFORMATION

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

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

Office of Register of Deeds
Spartanburg, South Carolina
Recorded in DEED
Book 94-M Page 44
[signature]
Register of Deeds,
Spartanburg, South Carolina

mail Stec
(Avery)

DEE-2022-41443
EXEMPT
DEE BK 138-L PG 12-15
Recorded 4 Pages on 08/10/2022 11:42:49 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)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Riverbend Properties, Inc. A South Carolina Corporation** in consideration of **Ten Dollars and 00/100 ($10.00)** have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto **Herschel C. Sarratt his heirs and/or assigns, forever:**

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg being shown and designated as Lot 16 containing 0.73 acres on a plat made for Rainmill Estates Section or Subsection II dated January 7, 1993 by James V. Gregory, PLS recorded in Plat Book 119, page 593 A & B, Register of Deeds for Spartanburg County. For a more particular metes and bounds description reference is hereby made to the above 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 deed dated July 24, 1992 recorded August 12, 1992 in Deed Book 59-D, page 358, Register of Deeds for Spartanburg County.

Grantee's Address:	3716 Rainbow Lake Road Inman, SC 29349
Property Address:	3716 Rainbow Lake Road Inman, SC 29349
Block Map Reference:	2-10-00-141.00

DEED ONLY SHOWS NO TITLE CERTIFICATE WAS REQUESTED OR GIVEN. NO REPRESENTATION AS TO THE CONDITION OR QUALITY OF THE TITLE. A TITLE CERTIFICATE CAN BE FURNISHED ON REQUEST WITH A FULL TITLE SEARCH.

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

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, his Heirs, Successors and Assigns forever.

And the Grantors do hereby bind themselves and their heirs, to warrant and forever defend all and singular premises unto the Grantee, his Heirs and Assigns against themselves and their heirs, and against any person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, THE GRANTORS have set their hands and seals this the 4 day of August, 2022.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Witness

Notary to sign as Witness #2

Riverbend Properties, Inc.

By: (SEAL)
(print name)
Its President (officer)

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, a Notary Public of the County and State aforesaid, certify that the within named Grantor(s) signed, sealed and, as its/her/his/their act and deed, appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 4 day of August, 2022

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 16 August 2026

CHASE HUMPHRIES
Notary Public-State of South Carolina
My Commission Expires
August 16, 2026

STATE OF SOUTH CAROLINA)
)
COUNTY OF Spartanburg)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information,

2. The property being transferred is located at 3716 Rainbow Lake Road, bearing **Spartanburg** County Tax Map Number 2-10-00-141.00, was transferred by Riverbend Properties, Inc. to Herschel C. Sarratt on ____________

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:___Consideration less than $100.00.
   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt because transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? N/A

4. Check one of the following if either item 3(a) or item 3(b) above has been checked:

   (a)____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: $.

   (b)____ The fee is computed on the fair market value of the realty which is ______________.

   (c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is ______________.

5. Check Yes_____ or No__X___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer: If "Yes," the amount of the outstanding balance of this lien or encumbrance is: __________.

6. The deed recording fee is computed as follows:

   (a) Place the amount listed in item 4 above here: $
   (b) Place the amount listed in item 5 above here: 0
   (c) Subtract Line 6(b) from Line 6(a) and place results here: $

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

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Seller(s) of the property.

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

	Responsible Person Connected with the Transaction

SWORN to before me this
4 day of August, 2022

Notary Public for SC
My Commission Expires: 16 August 2026

CHASE HUMPHRIES
Notary Public-State of South Carolina
My Commission Expires
August 16, 2026

STATE OF SOUTH CAROLINA) LAND USE RESTRICTIONS, PROTECTIVE
COUNTY OF SPARTANBURG) COVENANTS AND BUILDING STANDARDS

WHEREAS, Riverbend Properties, Inc., hereinafter referred to as "Developer" are the owner of a certain tract of land known as RAINHILL ESTATES, as shown on a plat prepared by James V. Gregory, PLS, P. O. Box 188, Campobello, SC 29322, dated January 7, 1993, containing twenty (20) lots located about one mile northwest from the Town of Fingerville, County of Spartanburg, State of South Carolina. Said plat is recorded in Plat Book 119, page 593, RMC Office for Spartanburg County, South Carolina.

WHEREAS, Developer has agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the property for this protection of the property and the future owners thereof.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, Developer, agrees with any and all persons, firms or corporations hereinafter described that the same shall be and is hereby subject to the following Restrictions, Covenants and Standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants and Standards running with the land comprising the lots hereinafter described and shall enure to the benefit of and be binding upon the successors and assigns of Riverbend Properties, Inc., and all other persons and parties:

1.) The property which is made subject to the conditions set forth herein is more particularly described as Lot Nos. 1 through 20, inclusive, on plat entitled "Rainmill Estate, Section II", as recorded in Plat Book 119, page 593, RMC Office for Spartanburg County, South Carolina.

2.) No lot shall be used except for residential purposes, which shall include Manufactured Housing. No dwelling is to have less than 720 square feet of heated area.

3.) No building shall be located nearer than sixty-five (65) feet from the front lot line of any lot as shown on said plat, nor nearer that five (5) feet of any side lot line.

4.) No satellite TV antenna system shall be erected, placed or maintained on any lot in said subdivision without the express written approval of the Developers.

5.) Fences fronting on lots shall be of board, brick, stone, iron or similar type construction to protect the aesthetic appeal of the subdivision and must be specifically approved by the Developers put in writing.

6.) No motor vehicle shall be permitted to stay in the subdivision that does not have a current license plate for more than thirty (30) days unless it is enclosed within a garage that is located behind the minimum setback lines as designated on said plat. No lot shall be subdivided nor shall more than one house be erected on any one lot except by the Developer as necessary for future use and development, but any person may use one lot and a portion of one lot or more for one house. No buildings of temporary structure, shacks, garages, tents, barns or outbuildings shall be used for residential occupancy.

7.) No business, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood by the owners hereof.

8.) No junk yard, salvage yard, commercial activities shall be carried on upon any lot.

9.) Invalidation of any one of these covenants by judgment or court order showing nowise affect any of the other provisions, which shall remain in full force and affect.

10.) All sewage disposal shall be by septic tank installed with the approval of the County or State Board of Health, or by public main or sewerage lines approved by Spartanburg Sanitary Sewer District and State Board of Health and Environmental Control. Approval of the developer as well as approval of the

County or State Board of Health is hereby required prior to the installation of any septic tank system and\or well.

11.) The Developer, his Heirs and Assigns, or any purchaser of a lot in the subdivision shall have the right to enforce compliance with these provisions.

12.) The Developer herein reserves the right to modify, change or cancel any or all these restrictions, as necessary, if in his judgment, for future use and development of the land.

13.) The restrictions, covenants and standards contained herein are to run with the land and shall be binding on all parties and all persons claiming under the grantors until March 1, 2013, at which time said restrictions, covenants and standards shall terminate unless the majority of all lot owners in the subdivision shall agree in writing at least thirty (30) days before March 1, 2013, to extend the time of said restrictions, covenants and standards.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11th day of March, 1993.

IN THE PRESENCE OF:

Linda L. Robison

C. Don Hyleman

Riverland Properties, Inc.

by: [signature]

by: Donald Clark

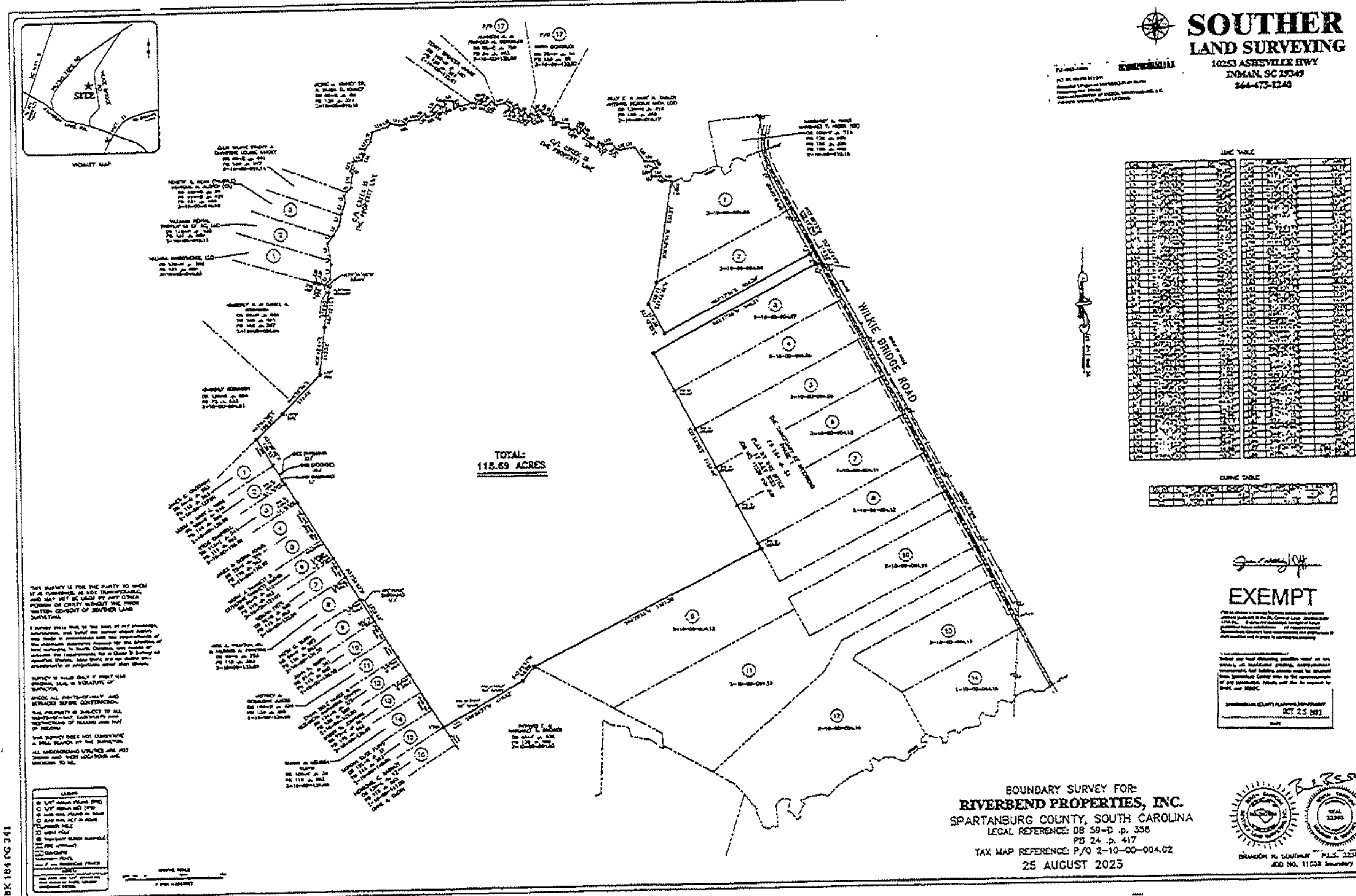
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Paul R Lehman & Donald Clark, sign, seal and as its act and deed, deliver the within Land Use Restrictions, Protective Covenants and Building Standards, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

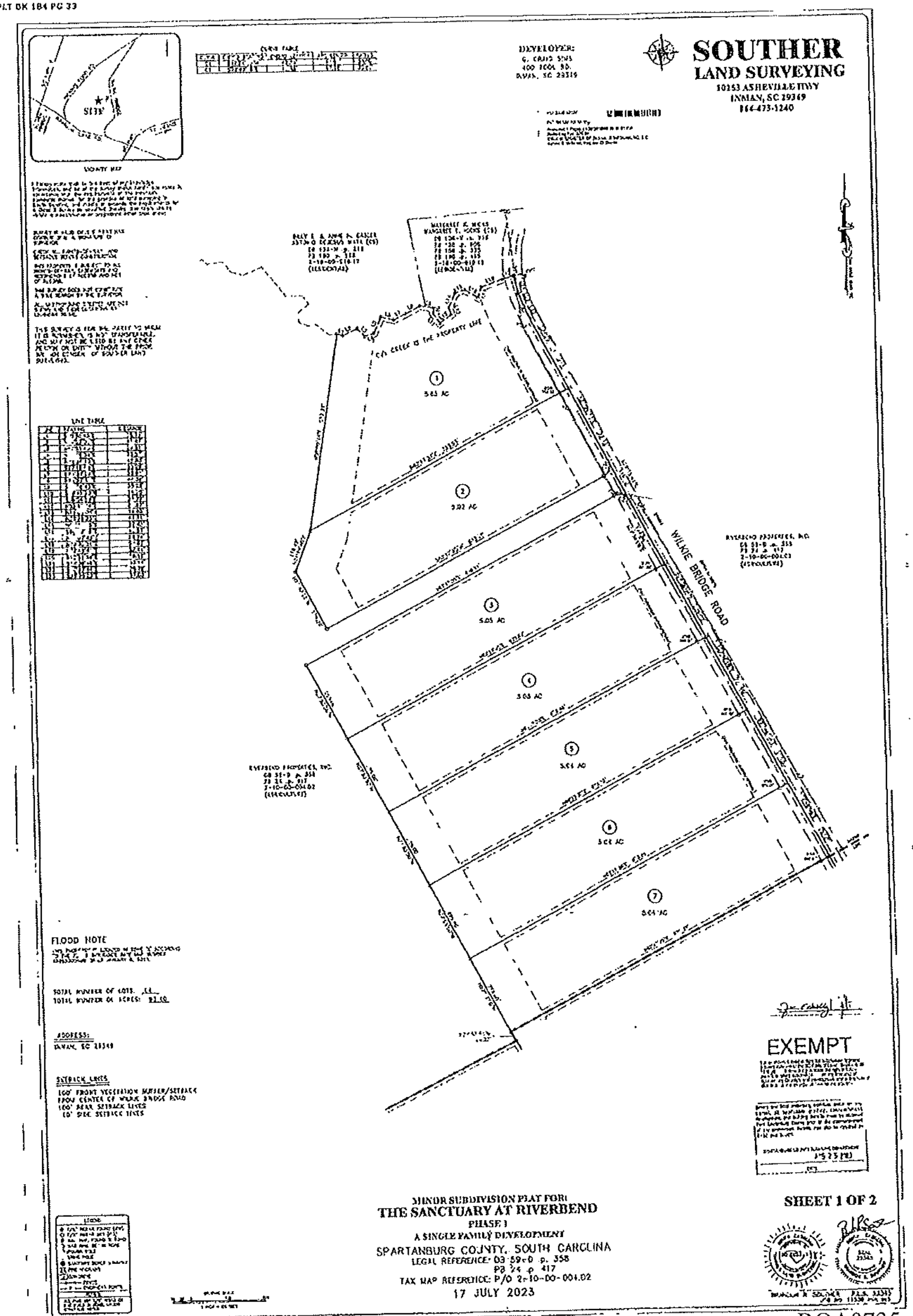
SWORN to before me this 11 day of March, 1993.

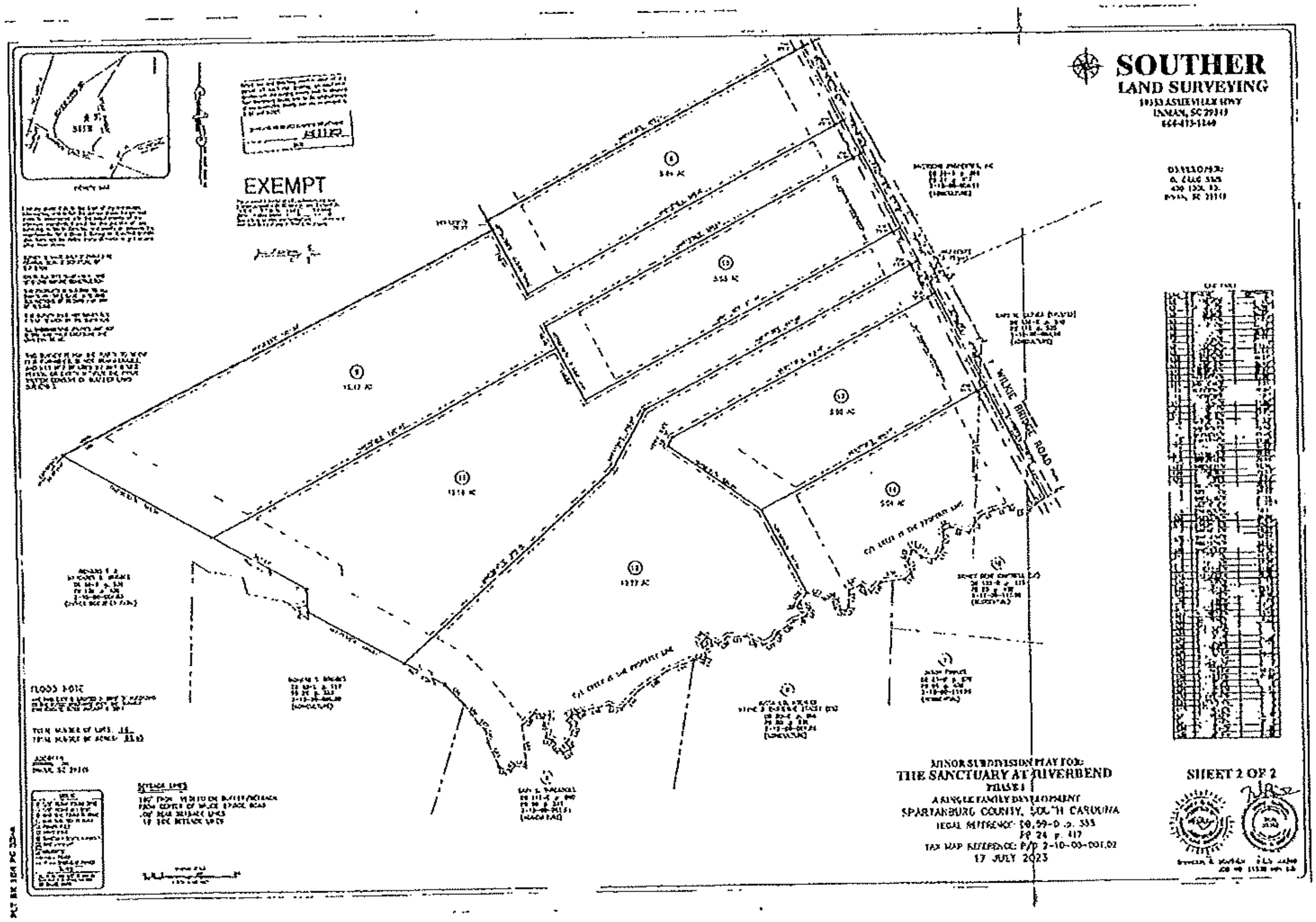
C. Don Hyleman

[signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 1/13/97

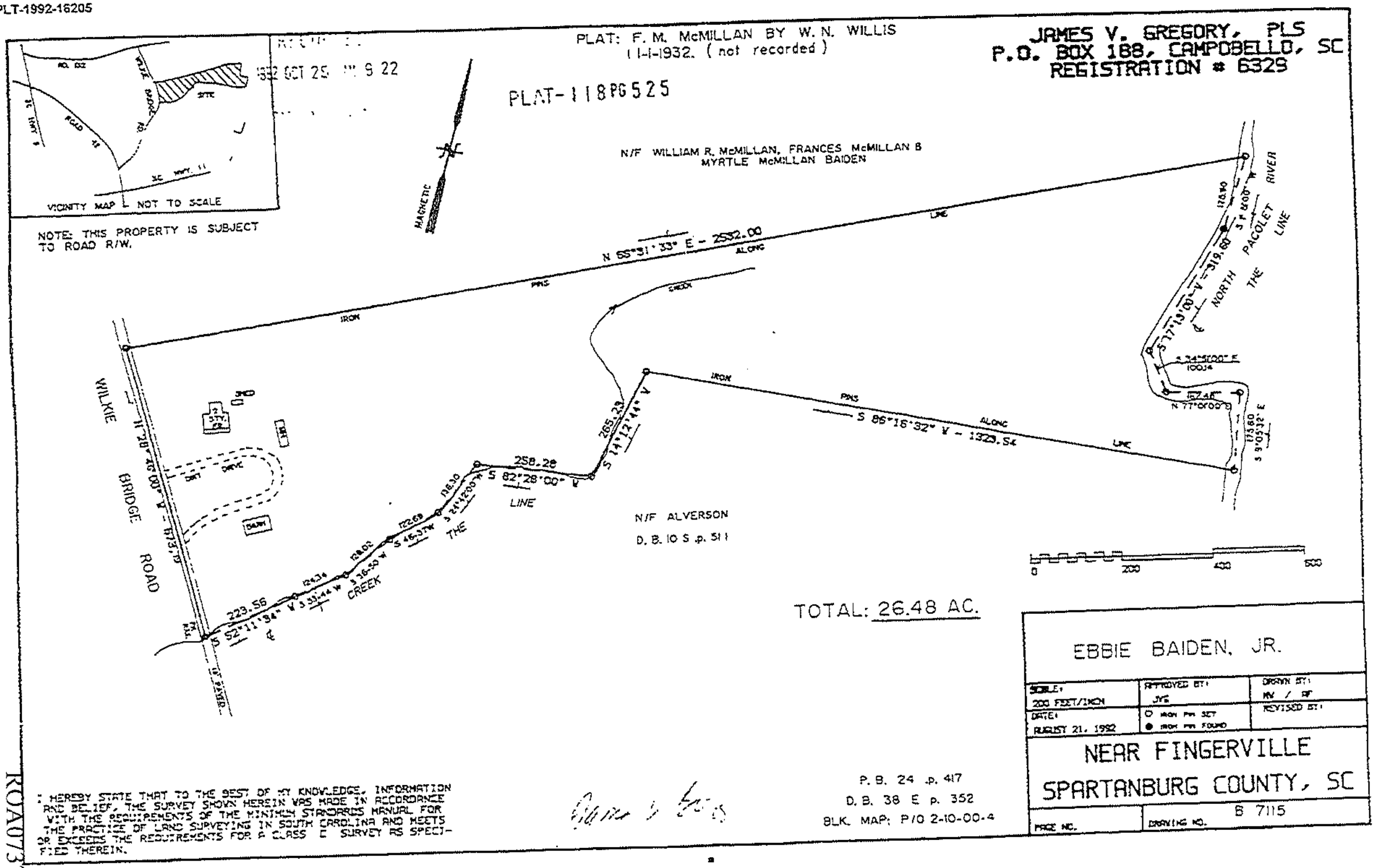

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240
VICINITY MAP
SITE
TOTAL:
118.69 ACRES
WILKIE BRIDGE ROAD
LINE TABLE
CURVE TABLE
EXEMPT
OCT 25 2023
BOUNDARY SURVEY FOR:
RIVERBEND PROPERTIES, INC.
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: DB 59-D .p. 356
PB 24 .p. 417
TAX MAP REFERENCE: P/O 2-10-00-004.02
25 AUGUST 2023

PLT BK 184 PG 33




SOUTHER
LAND SURVEYING
INMAN, SC
EXEMPT
WILKIE BRIDGE ROAD
SHEET 2 OF 2
THE SANCTUARY AT RIVERBEND
SPARTANBURG COUNTY, SOUTH CAROLINA
17 JULY 2023

PLT-1992-16205



ROA0737

NAME OF SUBDIVISION

RAINMILL ESTATES

SECTION OR SUB SECTION

II

OWNERS/DEVELOPERS
BARNWELL BROTHERS BUILDERS
1000 WILKIE BRIDGE ROAD
INMAN, SC 29349

SURVEYORS/ENGINEER
JAMES V. GREGORY, PLS
P.O. BOX 188
CAMPOBELLO, SC 29322

NUMBER OF ACRES 15.27 MILES OF NEW ROAD 0

NUMBER OF LOTS 20 DATE JANUARY 7, 1993

SCALE 1" = 100'

0 100 200 300

NOTES:

IRON PINS ON ALL CORNERS ARE 1/2" RODS
UNLESS OTHERWISE SHOWN

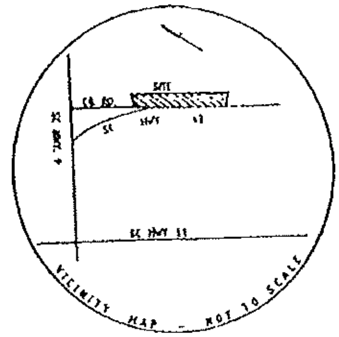
NAILS & CAPS IN ℄ ROAD

BUILDING LINE IS 65' FROM PROPERTY LINE IN ROAD

THIS PROPERTY IS SUBJECT TO ROAD R/W

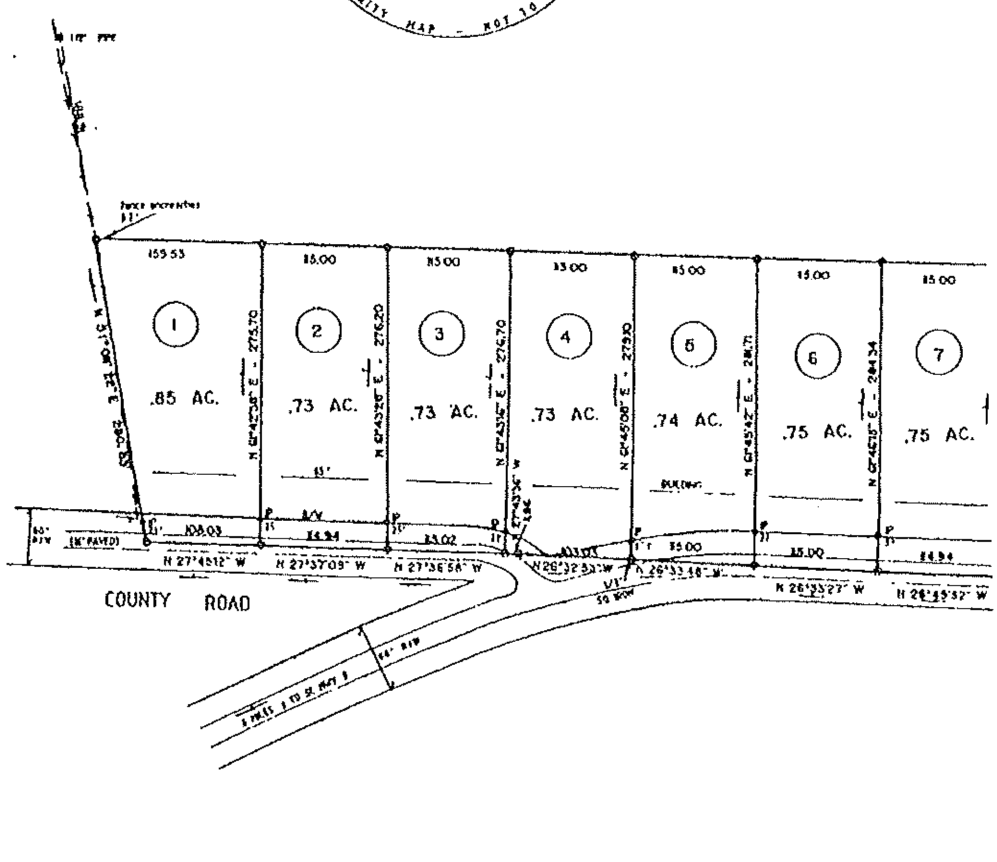
O DENOTES IRON

● DENOTES IRON



PLAT-119PG593

RECORDED
1993 FEB 19 AM 9:37
R.M.C.
SPARTANBURG, S.C.



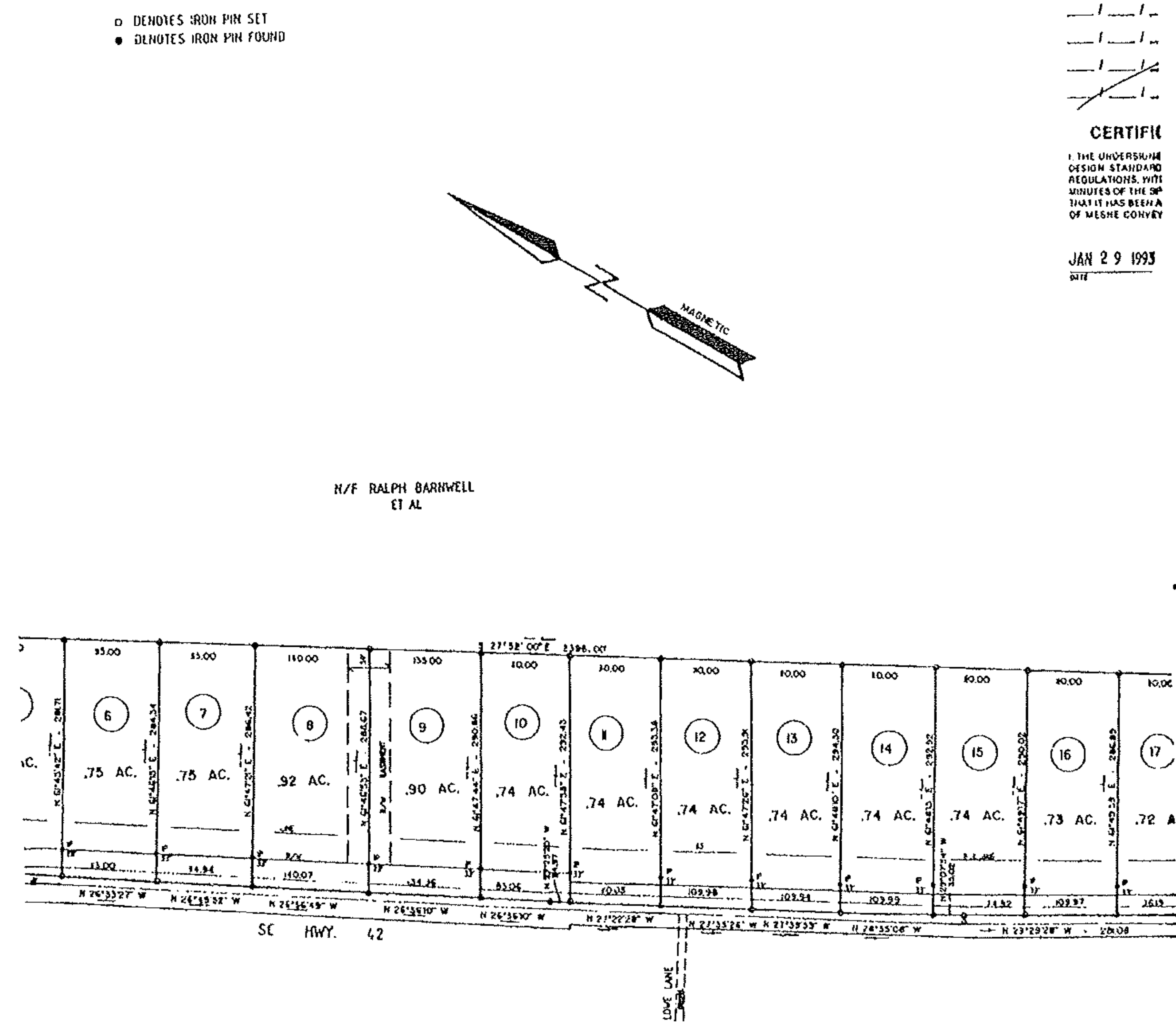
CERTIFICA

I (WE), THE UNDERS
OF MY (OUR) FREE
EASEMENTS, AND
SET BACK RESTRIC
AS REQUIRED BY

CERTIFI

I, THE UNDERSIGNE
DESIGN STANDARD
REGULATIONS, WIT
MINUTES OF THE S
THAT IT HAS BEEN A
OF MESNE CONVEY

JAN 2 9 1993
DATE



CERTIFICATE OF OWNERSHIP & DEDICATION GRANT

~~I (WE) THE UNDERSIGNED, AS OWNER(S) OF THIS PROPERTY DO HEREBY ADOPT THIS PLAT, OF MY (OUR) FREE CONSENT. I (WE) HEREBY OFFER FOR DEDICATION THE PUBLIC ROADS, EASEMENTS, AND STREET RIGHT OF WAYS OF THIS SUBDIVISION AND ESTABLISH MINIMUM SET BACK RESTRICTIONS AS INDICATED ON THIS PLAT PROVIDED THIS PLAT IS RECORDED AS REQUIRED BY SECTION 4.2.~~

___ / ___ / ___ SIGNED ________________

___ / ___ / ___ SIGNED ________________

___ / ___ / ___ SIGNED ________________

___ / ___ / ___ SIGNED ________________

CERTIFICATE OF APPROVAL FOR RECORDING

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

JAN 2 9 1993
DATE

Emory J. Price

CERTIFICATE OF ACCURATE SURVEY

I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/ 35,000 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY (DMD) METHOD OF AREA CALCULATION

REFERENCE DEED BOOK 31 T PAGE 152
PLAT BOOK 46 PAGE 88, 91
BLOCK MAP NUMBER P20 2-18-01-4

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

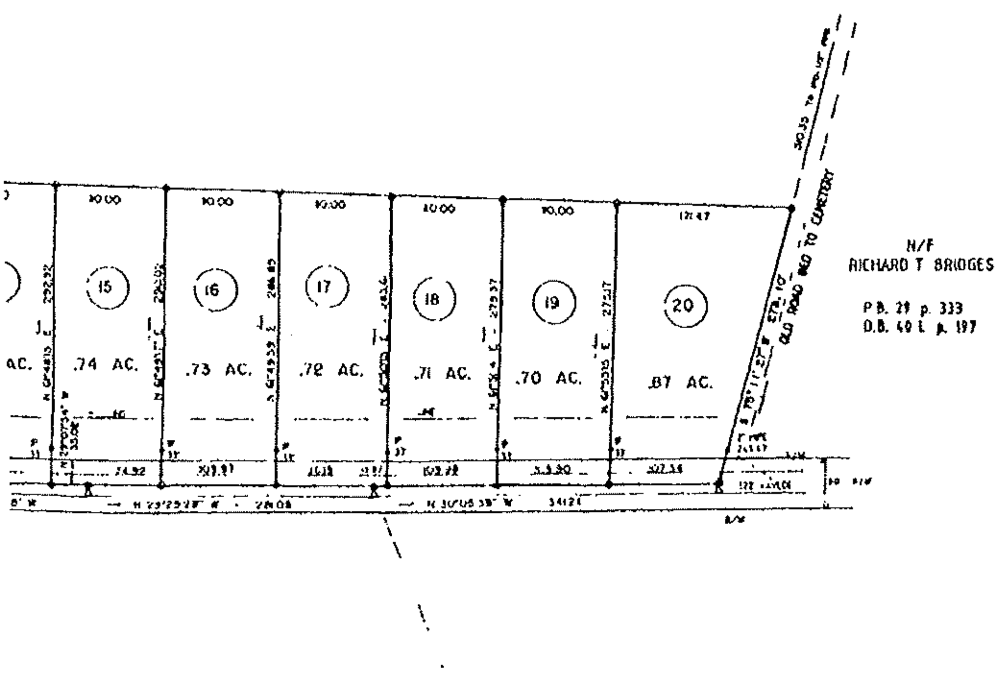
JAMES V. GREGORY, PLS
LICENSED ENGINEER OR REGISTERED

JAN. 7, 1993
DATE

6329
SC REGISTRATION NO

James V Gregory

SEAL

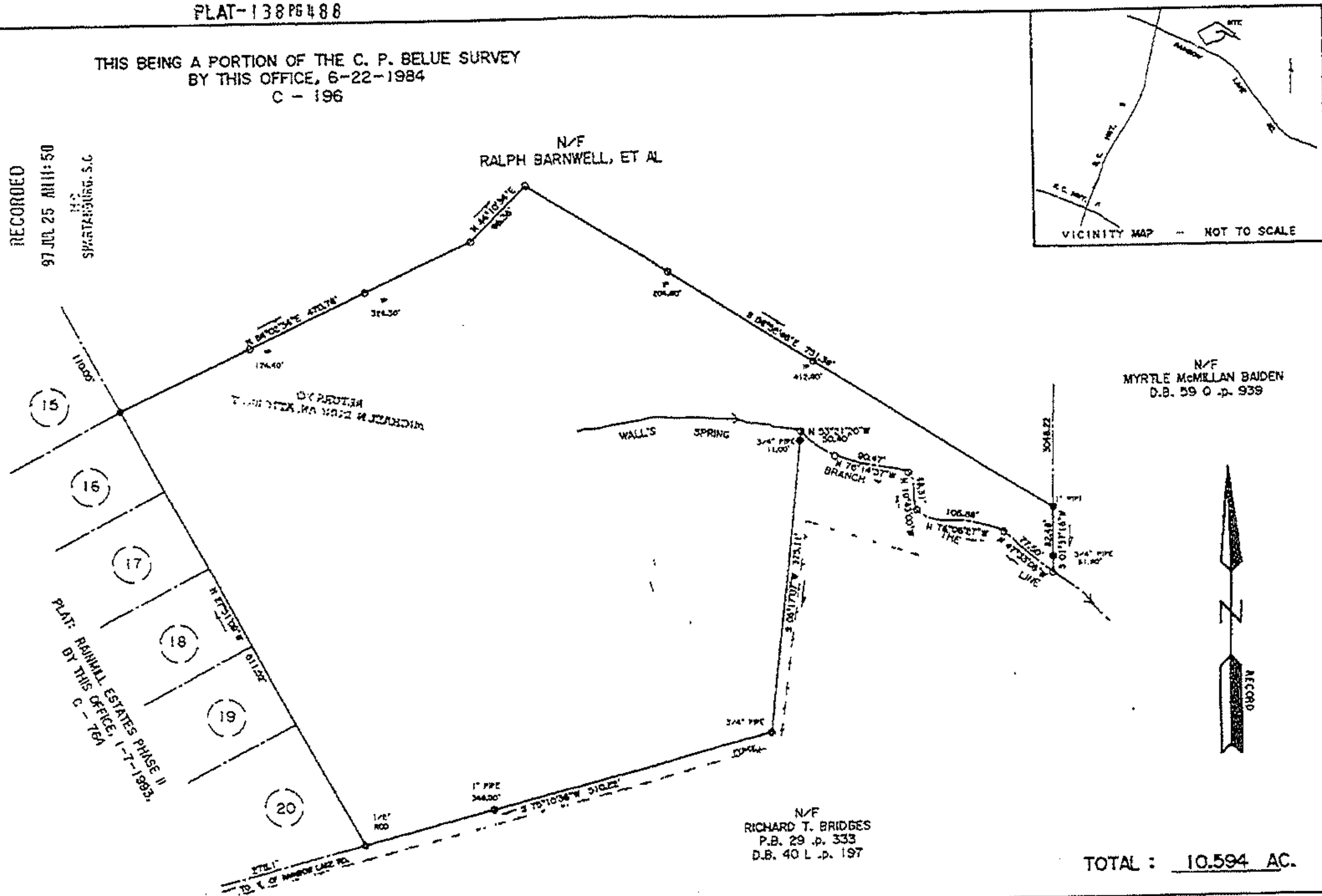


STREET ADDRESS	
LOT NO 1 -	3680
LOT NO 2 -	3676
LOT NO 3 -	3672
LOT NO 4 -	3668
LOT NO 5 -	3664
LOT NO 6 -	3660
LOT NO 7 -	3656
LOT NO 8 -	3652
LOT NO 9 -	3648
LOT NO 10 -	3640
LOT NO 11 -	3636
LOT NO 12 -	3632
LOT NO 13 -	3628
LOT NO 14 -	3624
LOT NO 15 -	3620
LOT NO 16 -	3616
LOT NO 17 -	3612
LOT NO 18 -	3608
LOT NO 19 -	3604
LOT NO 20 -	3600

24347

PLAT-138PG488

THIS BEING A PORTION OF THE C. P. BELUE SURVEY
BY THIS OFFICE, 6-22-1984
C - 196



NOTE: ALL PINS ARE 1/2" REBAR
UNLESS OTHERWISE SHOWN.

NOTE: AREAS ALONG BRANCH ARE SUBJECT TO FLOODING.

THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, ZONING ORDINANCES AND R/W'S OF RECORD OR NOT OF RECORD

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SPECIFIED THEREIN.

RICHARD T. BRIDGES

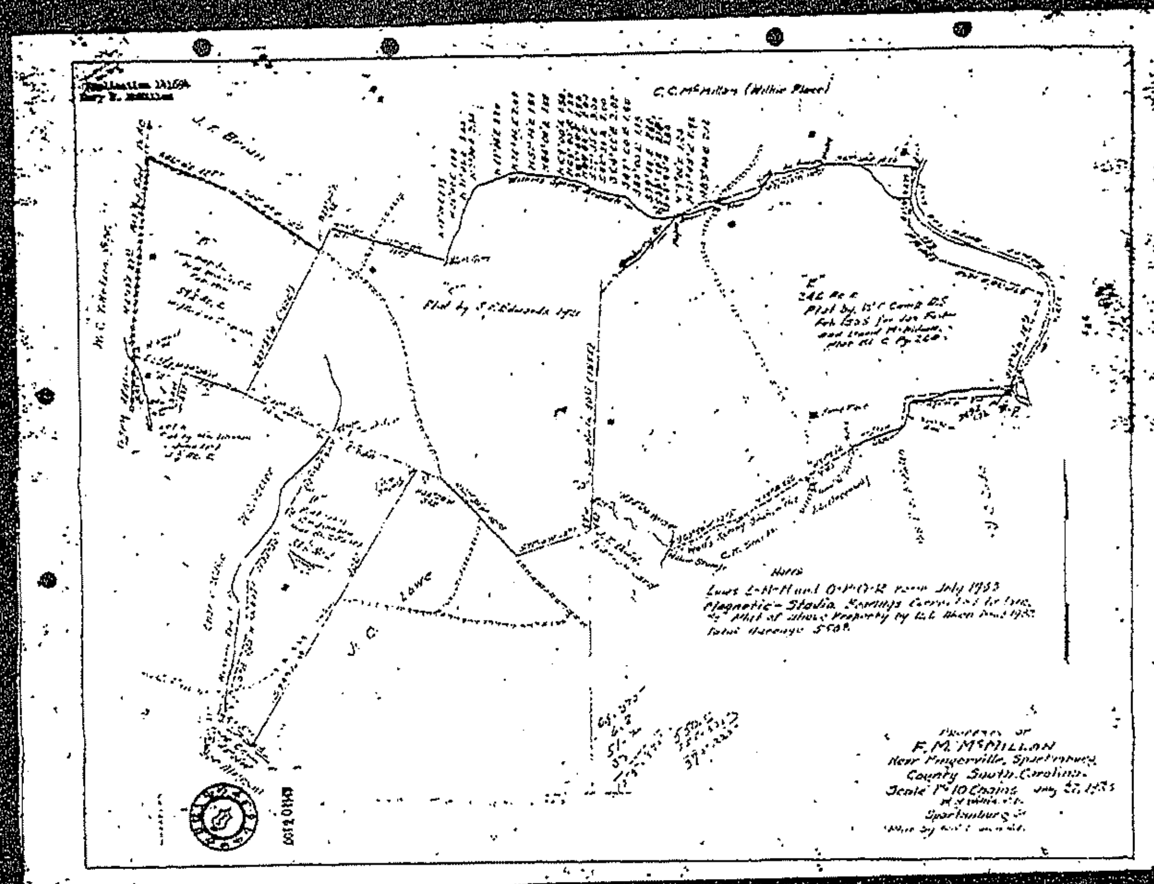
LOCATION: NEAR NEW PROSPECT			O DENOTES IRON PIN SET / ⊙ DENOTES IRON PIN FOUND	
COUNTY: SPARTANBURG	STATE: SC	DRAWN BY: D. POWELL	FIELD BY: A. FRANK	
CO. BLK. REF.: P/O 2-10-00-4.00	DEED BOOK REF: 38 E .p. 332		PLAT BOOK REF	
DATE: JUNE 17, 1997	SCALE: 0 100 200 300			

JAMES V. GREGORY LAND SURVEYING
P.O. BOX 188, CAMPOBELLO, SC 29322

MEMBER SC SOCIETY OF PROFESSIONAL LAND SURVEYORS

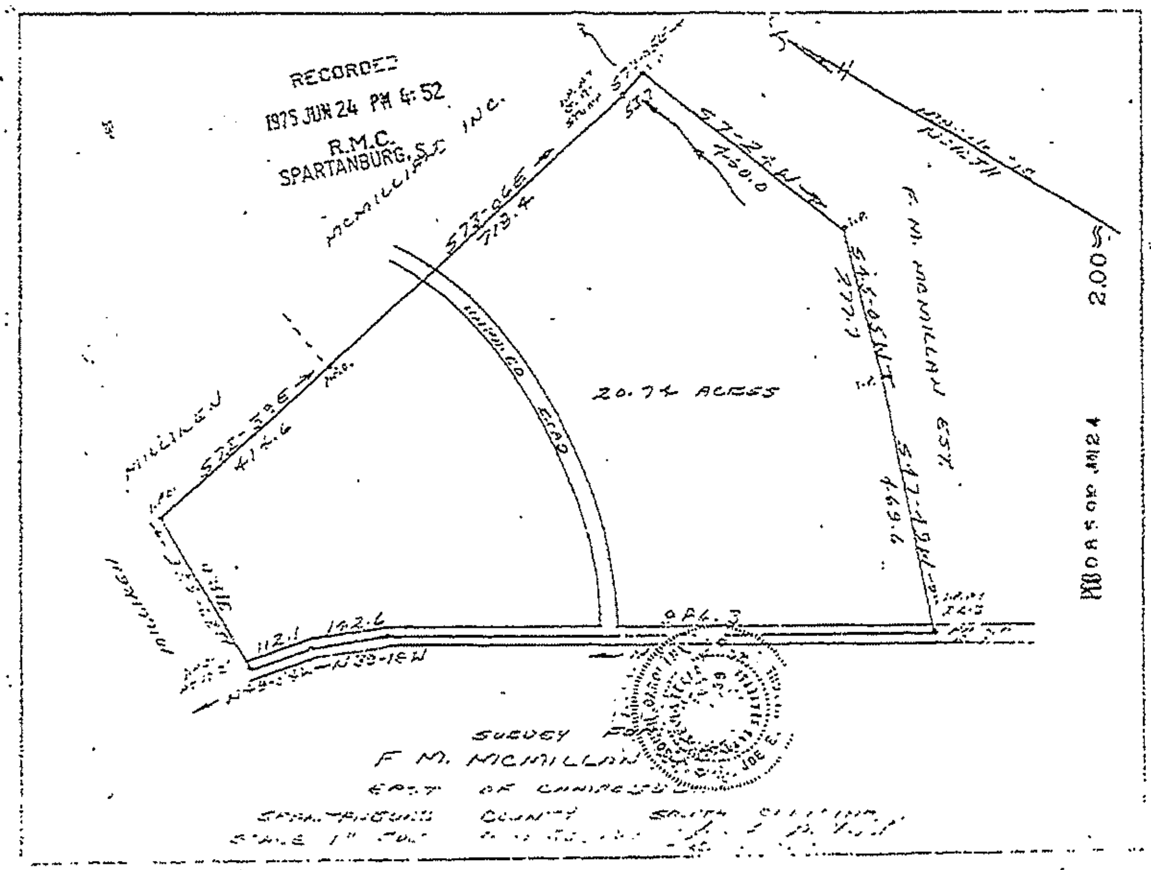
REGISTRATION # 6329

PLAT NO.



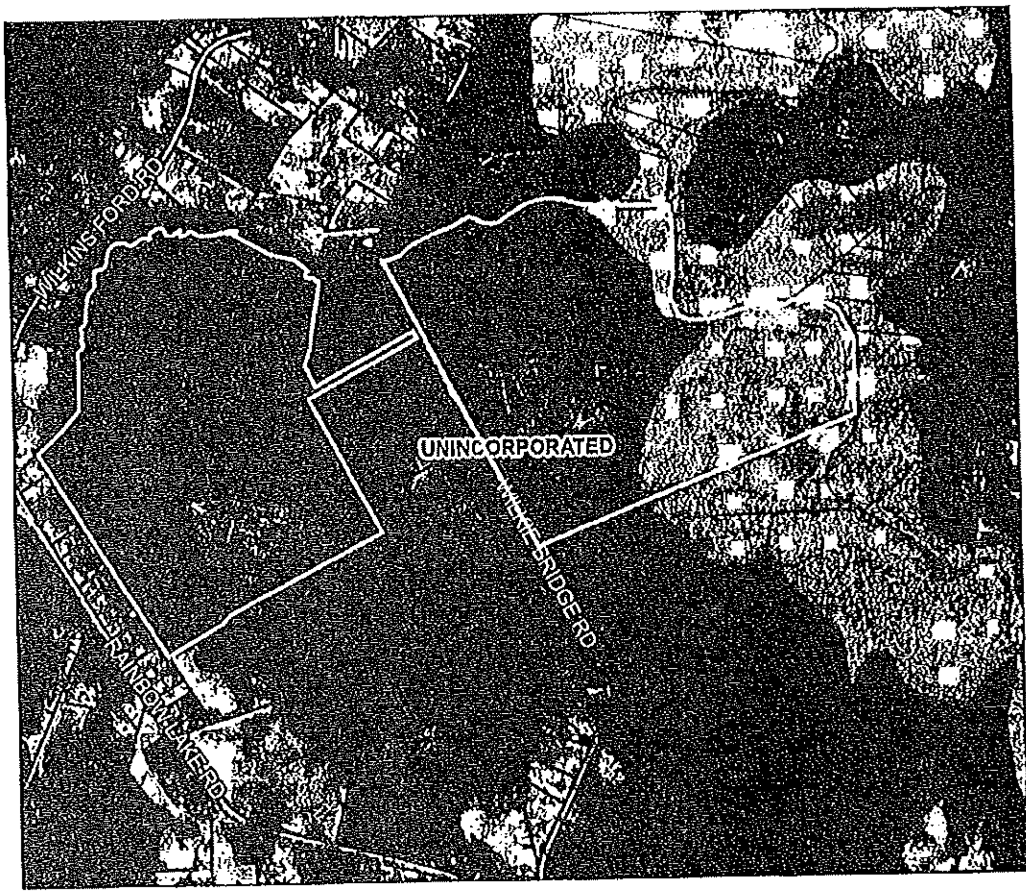
This plat reduced 35%

Plat Book 075 Page 0533



75-532

qPublic.net™ Spartanburg County, SC



Overview

Legend

- Parcels

Flood Zones

- A,
- AE,
- AE,FLOODWAY
- AREA NOT INCLUDED,
- X,0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- X,0.2 PCT ANNUAL CHANCE FLOOD HAZARD CONTAINED IN CHANNEL
- <all other values>

Parcel ID	2-10-00-004.02	Alternate ID	21162	Owner Address	RIVERBEND PROPERTIES INC PO BOX 279 FINGERVILLE, SC 29338
Sec/Twp/Rng	n/a	Class	Qualified Agricultural Farm Vacant		
Property Address	WILKIE BRIDGE RD INMAN	Acreage	322.15		

District n/a
Brief Tax Description W OF WILKIE BRIDGE RD & S OF WILKINS FORD RD
(Note: Not to be used on legal documents)

Date created: 1/15/2024
Last Data Uploaded: 1/13/2024 1:29:03 AM

Developed by Schneider GEOSPATIAL

DEED HISTORY

The Riverbend Sportsman's Resort, Inc. a/ka The River Bend Sportsman's Resort, Inc. to Riverbend Partners, LLC

Dated October 30, 2023

Recorded October 31,2023; Book 2023 at Page 4276

4,241,600.00

93.40A (Lots 1-14) see Plat

Riverbend Properties, Inc. to The River Bend Sportsman's Resort, Inc.

Dated October 30, 2023

Recorded October 31,2023; Book 2023 at Page 4274

$10.00

93.40A (Lots 1-14) see Plat

Also:

118.69A (see Plat Book 184 at Page 341)

395.23A

Less: 20.74 A; Lots 1-20 (15.27A); 26.48A;10.594A; Lots 1-14 (93.40A); 118.69A (Plat Book 184 at Page 341.

EXHIBIT

tabbles

6

ROA0745

Frances McMillian, Myrtle McMillian; Elizabeth McMillan Dean to Riverbend Properties, Inc.

Dated July 24, 1992

Recorded August 12, 1992; Book 59D at Page 358

$365,504.00

395.23A; Less 20.74A

DEEDS OUT BY RIVERBEND PROPERTIES, INC

Riverbend Properties, Inc. to Myrtle M. Balden, Trustee of the Myrtle M Baldan Living Trust date April 23, 1992

Dated October 5, 1992

Recorded January 7, 1993

26.48A

Riverbend Properties, Inc. to Edith L. Jackson

Dated October 18, 19193

Recorded October 18, 1993

$7,500.00

Lot 7 (.75A)

Riverbend Properties, Inc. to Galen S. Statler

Dated October 5, 1992

Recorded July 20, 1994

$8,000.00

Lot 20 (.87)

Riverbend Properties, Inc. to John H Smith

Dated July 22, 1994

Recorded July 25, 1994

$7,500.00

Lot 10 (.74A)

Riverbend Properties, Inc. to John A. Taylor

Dated June 7, 1995

Recorded June 8, 1995

$7,500.00

Lot 12 (.74A)

Riverbend Properties, Inc. to Denis L. Funk

Dated April 2, 1996

Recorded April 5, 1996

$15,000.00

Lots 4 and 5

Riverbend Properties, Inc. to Jerry Trevino and Regina Trevino

Dated June 12, 1996

Recorded June 21, 1996

$7,500.00

Lot 11

Riverbend Properties, Inc. to Glen S. Statler

Dated July 24, 1996

Recorded July 25, 1996

$7,500.00

Lot 2 (.73A)

Riverbend Properties, Inc. to Harold R. Smith and Patsy C. Smith

Dated August 22, 1996

Recorded August 25, 1996

$7,500.00

Lot 10 (.74A)

Riverbend Properties, Inc. to James R. Hollyfield, Jr.

Dated September 23, 1996

Recorded September 26, 1996

$7,500.00

Lot 13 (.73A)

Riverbend Properties, Inc. to Richard T. Bridges and Margaret S. Bridges

Dated July 25, 1997

Recorded July 25, 1997

$5,297.00

10.594A

Riverbend Properties, Inc. to Teresa Doll and Michael Doll

Dated April 8, 1998

Recorded April 15, 1998

$7,500.00

Lot 18

Riverbend Properties, Inc. to Otis E. Prayter, Jr. and Mildred A. Praytor

Dated November 2, 1998

Recorded November 20, 1998

$7,500.00

Lot 8 (.92A)

Riverbend Properties, Inc. to Shawn Floyd and Melissa Floyd

Dated February 23, 2005

Recorded March 4, 2005

$7,500.00

Lot 14 (.74A)

Riverbend Properties, Inc. to Chares E. Jonas

Dated February 23, 2005

Recorded March 5, 2005

$7,500.00

Lot 15 (.74A)

Riverbend Properties, Inc. to Daryl Hammett

Dated September 14, 2006

Recorded September15, 2006

$7,500.00

Lot 6 (.75A)

Riverbend Properties, Inc. to John W. Edward

Dated June 17, 2009

Recorded June 2, 2009

$7,500.00

Lot 19

Riverbend Properties, Inc. to Jamie Osborn Ballenger

Dated April 24, 2009

Recorded August 31, 2009

$1.00

Lot 3

Riverbend Properties, Inc. to Herschel C. Sarratt

Dated August 4, 2022

Recorded August 10, 2022

$10.00

Lot 10 (.74A)

STRANGE TRANSACTION

The River Bend Sportsman's Resort, LLC a/k/a The Riverbend Sportsman's Resort, Inc. a/k/a The River Bend Sportsman's Resort, Inc. to Riverbend Partners, LLC

Dated December 1, 2023

Recorded December 5,2023 Book2023 Page 448-453

$1,200,000.00

Looks like the same property mortgaged to Home Trust December 2023 (see attached)

MORTGAGE HISTORY

Palmetto Farm Credit to Riverbend Properties

$200,000.00

Dated August 11, 1992; Book 1504 at Page 895

Recorded August 12, 1992

All the property granted by the McMillans

STILL APPEARS OPEN OF RECORD

Home Trust Bank to Riverbend Partners, LLC

$2,030,000.00

Dated October 30, 2023

Recorded October 31, 2023 Book 6663 at Page 36-41

93.40A and 118.49A

Home Trust Bank to Riverbend Partners, LLC

$2,030,000.00

Dated December 1, 2023

Recorded December 1, 2023 Book 6678 at Page 208-215

Lot 21 (27.74A Less Lots 1,2,3,4, and 5)

Lot 18 (33.69A)

Lot 19 (8.34A)

Lot 20 ((5.82A)

Unit 1, 2, 3, 4, 5, 6 of River Sportsman's Resort Horizontal Property Regine

OTHER LIENS

Mechanic Lien

Hertz Equipment Rental Corp. against River Bend Sportsman Resort I

$18,889.58

Dated December 21, 2015

Recorded December 21, 2015

MY GUESS IS THIS LIEN HAS BEEN RESOLVED DUE TO ITS AGE

Lease and Royalty Agreement with Chapman Grading & Concrete

DEE-2023-47089

DEE BK 144-L PG 448-453

Recorded 6 Pages on 12/05/2023 09:44:05 AM
Recording Fee: $15.00 County Taxes: $1,320.00 State Taxes: $3,120.00
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)
) **TITLE TO REAL ESTATE**
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that, **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. ("Grantor")** for and in consideration of One Million Two Hundred Thousand and no/100 Dollars ($1,200,000.00) 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 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.

This being a portion of the property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Robert G. Stoner and Christina R. Stoner dated April 16, 1985 and recorded April 18, 1985 in Deed Book 51-E at Page 900 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Charles J. Elmore and Frances C. Elmore dated September 14, 1987 and recorded September 16, 1987 in Deed Book 53-P at Page 190 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Charles J. Elmore and Frances C. Elmore dated September 14, 1987 and recorded September 16, 1987 in Deed Book 53-P at Page 190 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Charles J. Elmore and Frances C. Elmore dated September 14, 1987 and recorded September 16, 1987 in Deed Book 53-P at Page 190 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Dudley H. Kerchmar as Personal Representative of the Estate of David Kerchmar dated August 9, 2019 and recorded August 13, 2019 in Deed Book 124-X at Page 600 in the Office of the Register of Deeds for Spartanburg County. See also corrective deed recorded November 15, 2019 in Deed Book 126-A at Page 211 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to River Bend Sportsman's Resort, Inc. by deed of Leigh Realty, LLC dated October 6, 2023 and recorded October 6, 2023 in Deed Book 143-T at Page 331 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Riverbend Associates dated October 30, 2023 and recorded October 31, 2023 in Deed Book 144-B at Page 80 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to Riverbend Sportsman's Resort, Inc. by deed of Glo-Tex International, Inc. dated June 19, 2019 and recorded June 20, 2019 in Deed Book 124-F at Page 580 in the Office of the Register of Deeds for Spartanburg County.

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.

This being the same property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Paul Mickler dated November 23, 1994 and recorded November 28, 1994 in Deed Book 62-C at Page 803 in the Office of the Register of Deeds for Spartanburg County.

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.

This being a portion of the property conveyed to The Riverbend Sportsman's Resort, Inc. by deed of Robert G. Stoner and Christina R. Stoner dated April 16, 1985 and recorded April 18, 1985 in Deed Book 51-E at Page 900 in the Office of the Register of Deeds for Spartanburg County.

Tax Map Number 2-10-02-006.00

The River Bend Sportsman's Resort, Inc. converted to The River Bend Sportsman's Resort, LLC as evidenced by Conversion of a Corporation to a Limited Liability Company Articles of Organization filed November 28, 2023 with the Office of the Secretary of State for South Carolina and recorded November 30, 2023 in Deed Book 144-K at Page 498 in the Office of the Register of Deeds for Spartanburg County.

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

TO HAVE AND TO HOLD 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 1st day of December, 2023.

SIGNED, sealed and delivered
in the presence of:

____
signature of witness #1

____
signature of witness #2

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.

By:______________________(SEAL)
Ralph Brendle, Manager

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Ralph Brendle as Manager 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., 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 1st day of December, 2023.

______________________(SEAL)
Notary Public for South Carolina
Print Name:______________________
My commission expires:______________________

MALINDA L. PRICE-UTTER
Notary Public, South Carolina
My Commission Expires
August 12, 2025

RIVERBEND PROPERTIES MORTGAGES

1999: Riverbend Properties, Inc. to Arthur State Bank – 272,000.00 – SATISFIED (9/18/01)

Dated 5/26/1999

Recorded 7/2/99

Mature date 6/1/04

326.54A

2001: Riverbend Properties, Inc. to Arthur State Bank – 540,000.00 – SATISFIED 9/9/2002 (Attached)

Dated 8/29/2001

Recorded 8/31/2002

Mature date 9/1/2006

326.54A

2002: Riverbend Properties, Inc. to Arthur State Bank – 704,000.00 – Released from Mortgage 1/4/2005 (Attached)

Dated 8/30/02

Recorded 9/4/2002

Mature date 9/1/2007

326.54A

2021: Riverbend Properties, Inc. to HomeTrust Bank – 1,920,000.00 – Satisfied 11/16/2023 (Attached)

Dated 5/18/2021

Recorded 5/19/2021

2021 The River Bend Sportsman's Resort, Inc. and Riverbend Properties, Inc. to HomeTrust Bank – 190,000.00- Satisfied

Dated 5/18/2021

Recorded 5/19/2021

EXHIBIT
7

aa17
REN 2014 PAGE 698

REN 2557 PAGE 966

RECORDED
01 SEP 18 AM 9:16
R M C
SPARTANBURG. S.C

STATE OF SOUTH CAROLINA COUNTY OF UNION

I HEREBY ACKNOWLEDGE FULL SATISFACTION OF THE WITHIN MORTGAGE AND THE MORTGAGOR IS HEREBY DISCHARGED.

WITNESS MY HAND AND SEAL 8/30/01
DATE

Kristy Scott WITNESS

WITNESS

BY: ARTHUR STATE BANK

RECORDED
99 JUN -2 AM 9:32
R.M.C
SPARTANBURG. S.C.

This document was prepared by
THE ANTHONY LAW FIRM, P.A.
P.O. BOX 3565
SPARTANBURG, SC 29304

State of South Carolina —— Space Above This Line For Recording Data ——

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 26, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: RIVERBEND PROPERTIES, INC.
P.O. BOX 279
FINGERVILLE, SC 29338

☒ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: ARTHUR STATE BANK
756 EAST MAIN STREET
P.O. BOX 5135
SPARTANBURG, SC 29304

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE ATTACHED EXHIBIT "A"

SATISFIED AND CANCELLED OF RECORD

Stephen Ford REGISTER OF DEEDS

Dorothy D. Earle ASSISTANT REGISTER OF DEEDS

The property is located in SPARTANBURG (County) at ±326.54 ACRES

(Address), FINGERVILLE (City), South Carolina 29338 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ 272,000.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note

NROA0761

REC 2771 PAGE 118   REC 251 PAGE 286
2549
RECORDED
01 AUG 31 PM 4:02
R.M.C.
SPARTANBURG, S.C.

This document was prepared by The Anthony Law Firm, P.A.
250 Magnolia Street, Spartanburg, SC 29306

State of South Carolina ———— Space Above This Line For Recording Data ————

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is August 29, 2001 and the parties and their addresses are as follows:

MORTGAGOR: Riverbend Properties, Inc.
P.O. Box 279
Fingerville, SC 29338

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: Arthur State Bank
756 East Main Street
P.O. Box 5135
Spartanburg, SC 29304

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

I HEREBY ACKNOWLEDGE FULL SATISFACTION OF THE WITHIN MORTGAGE AND THE MORTGAGOR IS HEREBY DISCHARGED.

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION

WITNESS MY HAND AND SEAL 9-3-02
DATE

[signature] WITNESS
[signature] WITNESS
BY: [signature]
ARTHUR STATE BANK

RECORDED
02 SEP -9 AM 10:56
R.M.C.
SPARTANBURG, S.C.

111RMC 1223 90902H367 $5.00 +

111RMC 511 8310H436 $16.00 +

The property is located in Spartanburg (County) at ±326.54 Acres

(Address) Fingerville (City), South Carolina 29338 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 540,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt):
   Note from Riverbend Properties, Inc. of even date, in the amount of $540,000.00 and with a maturity date of September 1, 2006.
   (e.g., borrower's name, note amount, interest rate, maturity date)

RHB [initials]

BOOK 2549 PAGE 286

RECORDED
'01 AUG 31 PM 4 02
R.M.C.
SPARTANBURG, S.C.

This document was prepared by The Anthony Law Firm, P.A.
250 Magnolia Street, Spartanburg, SC 29306

State of South Carolina — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is August 29, 2001 and the parties and their addresses are as follows:

MORTGAGOR: Riverbend Properties, Inc.
P.O. Box 279
Fingerville, SC 29338

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: Arthur State Bank
756 East Main Street
P.O. Box 5135
Spartanburg, SC 29304

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION

111RMC 511 E531011436

The property is located in Spartanburg (County) at ±326.54 Acres

(Address), Fingerville (City), South Carolina 29338 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third-party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 540,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt):
   Note from Riverbend Properties, Inc. of even date, in the amount of $540,000.00 and with a maturity date of September 1, 2006.
   (e.g., borrower's name, note amount, interest rate, maturity date)

RMB BHL

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

   A. To make all payments when due and to perform or comply with all covenants.

   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

   A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

   B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

   C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property

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that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").

B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one month's rent, Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Any amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents, and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective between the parties to this assignment and effective as to third parties on the recording of this Mortgage. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default. Immediately after Lender gives Mortgagor the notice of default, Mortgagor agrees that either Lender or Mortgagor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rent in Mortgagor's possession. If Mortgagor becomes subject to a voluntary or involuntary bankruptcy, then Mortgagor agrees that Lender is entitled to receive relief from the automatic stay in bankruptcy for the purpose of making this assignment effective and enforceable under state and federal law and within Mortgagor's bankruptcy proceedings.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also warrants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:

A. Any party obligated on the Secured Debt fails to make payment when due;

B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;

C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;

D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;

E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;

F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or

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G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

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L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

(page 5 of 8)

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26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. **WAIVER OF HOMESTEAD.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. **OTHER TERMS.** If checked, the following are applicable to this Mortgage:

☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☐ **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 MORTGAGED PROPERTY.

☐ **Additional Terms.** ....

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated ....

Entity Name: Riverbend Properties, Inc. Entity Name: ....

Ralph N. Brendle 8/29/01 (Seal) — (Signature) Ralph N. Brendle, President (Date)
Robert T. Estes 8/29/01 (Seal) — (Signature) Robert T. Estes (Date)

Signed, Sealed and delivered in the presence of:

Paul R. Lehner 8/29/01 (Seal) — Paul R. Lehner

Tara E. Smith (Witness) Paul R. Lehner (Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG } ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 29th day

of August, 2001

Tara E. Smith (Seal) Paul R. Lehner
Notary Public for South Carolina

My commission expires: 2-24-07

EXHIBIT "A"

All that certain piece, parcel or tract of land containing 395.23 acres, more or less, lying and being about one (1) 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 the Register of Deeds for Spartanburg County, South Carolina in Plat Book 24 at Page 417, 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 EXCEPT that certain 20.74 acres conveyed in Deed Book 42-Y, Page 62, Register of Deeds for Spartanburg County, South Carolina.

LESS AND EXCEPT that certain 26.48 acres, shown on plat of survey prepared by James V. Gregory, dated August 21, 1992 and recorded in Plat Book 118, Page 525, conveyed to Myrtle M. Baiden, Trustee of the Myrtle M. Baiden Living Trust in Deed Book 59-Q, Page 939, Register of Deeds for Spartanburg County, South Carolina.

LESS AND EXCEPT that certain 10.594 acres conveyed to Richard T. Bridges and Margaret S. Bridges in Deed Book 66-F, Page 836, Register of Deeds for Spartanburg County, South Carolina.

ALSO LESS AND EXCEPT that certain 15.27 acres developed by Riverbend Properties, Inc. as Rainmill Estates, Section II as shown on plat of survey dated January 7, 1993 and recorded in Plat Book 119, Page 593, Register of Deeds for Spartanburg County, South Carolina.

BUT INCLUDING all those six (6) lots remaining unsold in Rainmill Estates, Section II as shown and designated as Lot No. 3, containing .73 acre; Lot No. 6, containing .75 acre; Lot No. 14, containing .74 acre; Lot No. 15, containing .74 acre; Lot No. 16, containing .73 acre; and Lot No. 19, containing .70 acre, on plat of survey dated January 7, 1993 and recorded in Plat Book 119, Page 593, Register of Deeds for Spartanburg County, South Carolina.

This being the same property conveyed to Riberbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillian Baiden and Elizabeth McMillan Bean recorded August 12, 1992 in Deed Book 59-D, Page 358, Register of Deeds for Spartanburg County, South Carolina.

BOOK 2768 PAGE 308

RECORDED
02 SEP -4 PM 2:09
R.M.C.
SPARTANBURG, S.C.

This document was prepared by The Anthony Law Firm, P.A., 250 Magnolia Street, Spartanburg, SC 29306

State of South Carolina —— Space Above This Line For Recording Data ——

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is August 30, 2002 and the parties and their addresses are as follows:

MORTGAGOR: Riverbend Properties, Inc.
P.O. Box 279
Fingerville, SC 29338

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: Arthur State Bank
P.O. Box 5135
Spartanburg, SC 29304

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

The property is located in Spartanburg County (County) at 326.54 Acres (Address), Fingerville (City), South Carolina 29338 (ZIP Code). Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 704,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt):
   Note from Riverbend Properties, Inc. of even date, in the amount of $704,000.00 and with a maturity date of September 1, 2007
   (e.g., borrower's name, note amount, interest rate, maturity date)

 RMA

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

   A. To make all payments when due and to perform or comply with all covenants.

   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

    A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

    B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

    C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

    No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property

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that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:

   A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").

   B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one month's rent, Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Any amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents, and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective between the parties to this assignment and effective as to third parties on the recording of this Mortgage. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default. Immediately after Lender gives Mortgagor the notice of default, Mortgagor agrees that either Lender or Mortgagor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rent in Mortgagor's possession. If Mortgagor becomes subject to a voluntary or involuntary bankruptcy, then Mortgagor agrees that Lender is entitled to receive relief from the automatic stay in bankruptcy for the purpose of making this assignment effective and enforceable under state and federal law and within Mortgagor's bankruptcy proceedings.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also warrants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:

   A. Any party obligated on the Secured Debt fails to make payment when due;

   B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;

   C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;

   D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;

   E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;

   F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or

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G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

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L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

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26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. WAIVER OF HOMESTEAD. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

☐ Construction Loan. This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ Crops; Timber; Minerals; Rents, Issues, and Profits. Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

☐ Personal Property. Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ Filing As Financing Statement. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☐ 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 MORTGAGED PROPERTY.

☐ Additional Terms. ....

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated ....

Entity Name: Riverbend Properties, Inc.

08/30/02 (Seal)
(Signature) (Date)
Ralph N. Brendle, President

Signed, Sealed and delivered in the presence of:

(Witness)

Entity Name: Riverbend Properties, Inc.

08/30/02 (Seal)
(Signature) (Date)

Ina E. Moore
(Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG } ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 30th day of August, 2002.

Ina E. Moore (Seal)
Notary Public for South Carolina

My commission expires: 2-24-07

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain piece, parcel or tract of land containing 395.23 acres, more or less, lying and being about one (1) 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 the Register of Deeds for Spartanburg County, South Carolina in Plat Book 24 at Page 417, 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 EXCEPT that certain 20.74 acres conveyed in Deed Book 42-Y, Page 62, Register of Deeds for Spartanburg County, South Carolina.

LESS AND EXCEPT that certain 26.48 acres, shown on plat of survey prepared by James V. Gregory, dated August 21, 1992 and recorded in Plat Book 118, Page 525, conveyed to Myrtle M. Baiden, Trustee of the Myrtle M. Baiden Living Trust in Deed Book 59-Q, Page 939, Register of Deeds for Spartanburg County, South Carolina.

LESS AND EXCEPT that certain 10.594 acres conveyed to Richard T. Bridges and Margaret S. Bridges in Deed Book 66-F, Page 836, Register of Deeds for Spartanburg County, South Carolina.

ALSO LESS AND EXCEPT that certain 15.27 acres developed by Riverbend Properties, Inc. as Rainmill Estates, Section II as shown on plat of survey dated January 7, 1993 and recorded in Plat Book 119, Page 593, Register of Deeds for Spartanburg County, South Carolina.

BUT INCLUDING all those six (6) lots remaining unsold in Rainmill Estates, Section II as shown and designated as Lot No. 3, containing .73 acre; Lot No. 6, containing .75 acre; Lot No. 14, containing .74 acre; Lot No. 15, containing .74 acre; Lot No. 16, containing .73 acre; and Lot No. 19, containing .70 acre, on plat of survey dated January 7, 1993 and recorded in Plat Book 119, Page 593, Register of Deeds for Spartanburg County, South Carolina.

This being the same property conveyed to Riberbend Properties, Inc. by deed of Frances McMillan, Myrtle McMillian Baiden and Elizabeth McMillan Bean recorded August 12, 1992 in Deed Book 59-D, Page 358, Register of Deeds for Spartanburg County, South Carolina.

STATE OF SOUTH CAROLINA)	RELEASE FROM MORTGAGE LIEN
)	RECORDED IN
COUNTY OF SPARTANBURG)	MORTGAGE BOOK 2768 AT PAGE 308

Arthur State Bank, Grantor

to

Riverbend Properties, Inc., Grantee

FOR VALUE RECEIVED the undersigned Grantor does hereby release the below described property from that certain mortgage lien indebtedness given by **Riverbend Properties, Inc.** to **Arthur State Bank** recorded **September 4, 2002** in Mortgage Book **2768** at page **308** in the Spartanburg County Register of Deeds Office.

All those certain pieces, parcels or lots of land with all improvements thereon, lying being and situate in the County of Spartanburg, State of South Carolina; being more particularly shown and designated as Lot 14 and Lot 15 on a plat of survey entitled "Rainmill Estates, Section or Sub-section II" by James V. Gregory, PLS dated January 7, 1993 and recorded in Plat Book 119 at page 593, with each said lot containing .74 acre, more or less. Reference is made to the aforementioned plat of survey and the record thereof for a more complete and accurate description.

This is a portion of the same 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 Book 59 D at page 358.

All referenced recordings are located in the Register of Deeds Office for Spartanburg County, State of South Carolina.

Block Map Nos. 2 10-00 139.00
2 10-00 140.00

WITNESS the Grantor's hand and seal this 4 day of January, 2005.

Signed, sealed, executed and delivered in the presence of:

Gail S. Crocker
Witness 1

Nancy H. Smith
Witness 2

ARTHUR STATE BANK

By: [signature]
Barry Mason
Executive Vice President

MTG-2005-11032
Recorded 2 Pages on 3/4/2005 4:02:38 PM
Recording Fee: $7.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF SPARTANBURG)

I, the undersigned Notary Public for the County and State aforesaid, certify that the Grantor personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 8 day of January, 2005.

Nancy H. Smith (SEAL)
Notary Public for S. C.
My Commission expires: 05-31-05

RECORDATION REQUESTED BY:
HomeTrust Bank
Greenville Commercial Market
499 Woodruff Rd
Greenville, SC 29607

WHEN RECORDED MAIL TO:

MTG-2021-27704

MTG BK 6097 PG 90-100

Recorded 11 Pages on 05/19/2021 10:17:25 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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 $190,000.00, 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 May 18, 2021, is made and executed between THE RIVER BEND SPORTSMAN'S RESORT, INC., whose address is 1000 WILKIE BRIDGE RD, INMAN, SC 29349-8827 and RIVERBEND PROPERTIES, INC., whose address is 1000 WILKIE BRIDGE RD, INMAN, SC 29349-8827 (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, 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 the Existing Indebtedness referred to in this Mortgage or 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, materialmen'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 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.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

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 comply with any obligation to maintain Existing Indebtedness in good standing as required below, or 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 the Existing Indebtedness section below 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.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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.

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, refiled, 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 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 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.

Insolvency. The dissolution or termination of Grantor's existence as a going business, 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 Forfeiture 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.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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 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.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

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 person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or 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 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 THE RIVER BEND SPORTSMAN'S RESORT, INC.; and RIVERBEND PROPERTIES, INC. 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.

Existing Indebtedness. The words "Existing Indebtedness" mean the Indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means THE RIVER BEND SPORTSMAN'S RESORT, INC.; and RIVERBEND PROPERTIES, INC..

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 May 18, 2021, **in the original principal amount of $190,000.00** 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. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THE RIVER BEND SPORTSMAN'S RESORT, INC.

By: ______________________________
RALPH BRENDLE, President of THE RIVER BEND SPORTSMAN'S RESORT, INC.

RIVERBEND PROPERTIES, INC.

By: ______________________________
RALPH BRENDLE, President of RIVERBEND PROPERTIES, INC.

Signed, acknowledged and delivered in the presence of:

X ______________________________
Witness

X ______________________________
Witness

CORPORATE ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

The foregoing instrument was acknowledged before me this May 18, 2021 by RALPH BRENDLE, President of THE RIVER BEND SPORTSMAN'S RESORT, INC., a South Carolina corporation, on behalf of the corporation.

______________________________ (SEAL)

Print Name Susan C. Abbott

Notary Public in and for the State of SC

My commission expires 8-1-2022

[AFFIX NOTARY SEAL HERE]

CORPORATE ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

The foregoing instrument was acknowledged before me this May 18, 20 21 by RALPH BRENDLE, President of RIVERBEND PROPERTIES, INC., a South Carolina corporation, on behalf of the corporation.

(SEAL)

Print Name Susan C. Abbott

Notary Public in and for the State of SC

My commission expires 8-1-2022

[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

PROPERTY DESCRIPTION

Parcel One:

All those certain pieces, parcels or tracts of land lying about 1 ½ miles north of Fingerville in School District No. 2, Spartanburg County, South Carolina, being shown and designated as Tracts Nos. 18, 19, 20, 22, 23 and 24, upon plat of a subdivision entitled "River Bend, Section 1, Owner, Francis B. Garvey" by Joe E. Mitchell, dated September 23, 1983 and recorded in Plat Book 90, page 324, ROD Office for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat and record thereof.

Derivation: This being the property conveyed to Mortgagor by (i) Deed of Charles J. Elmore and Frances C. Elmore dated September 14, 1987, recorded on September 16, 1987 in the Office of the Register of Deeds for Spartanburg County, South Carolina in deed book 53-P at page 190 and (ii) Deed of Nancy L. Wall, Albert L. Wall, and Eleanor B. Wall dated April 16, 1985, recorded on April 18, 1985 in the Office of the Register of Deeds for Spartanburg County, South Carolina in deed book 51-E at page 896.

BMR No.: 2-10-00-107.00 Tract 18 (33.69 acres); 2-10-00-108.00 Tract 19 (8.34 acres); 2-10-00-109.00 Tract 20 (5.82 acres); 2-10-00-111.00 Tract 22 (34.85 acres); 2-10-00-112.00 Tract 23 (33.35 acres); 2-10-00-010.00 Tract 24 (30.74 acres)

Parcel Two:

All that certain piece, parcel or tract of land lying about 1 ½ miles north of Fingerville in School District No. 2, Spartanburg County, South Carolina, being shown and designated as a portion of Tract No. 21, containing 26.74 acres, more or less, upon plat of a subdivision entitled "River Bend, Section 1, Owner, Francis B. Garvey" by Joe E Mitchell, dated September 23, 1983 and recorded in Plat Book 90, page 324, ROD Office for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat and record thereof.

Derivation: This being the property conveyed to Mortgagor by Deed of Robert G. Stoner and Christina R. Stoner dated April 16, 1985, recorded on April 18, 1985 in the Office of the Register of Deeds for Spartanburg County, South Carolina in deed book 51-E at page 0900.

BMR No.: 2-10-00-110.00 Tract 21 (26.74 acres)

Parcel Three:
All those certain lots or parcels of land lying, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as Unit Nos. 1, 4, 5 and 6 of Riverbend Sportsmen's Resort Horizontal Regime on a plat of survey prepared for Riverbend Sportsman's Club by James V Gregory and recorded in Plat Book 99, page 660, ROD Office for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plat and record thereof.

Derivation: This being the property conveyed to Mortgagor by Corrected Deed of Dudley H. Kerchmar as personal representative of the Estate of David Kerchmar, late of Spartanburg County, deceased, dated November 12, 2019, recorded on November 15, 2019, in the Office of the Register of Deeds for Spartanburg County, South Carolina in deed book 126-A at page 211.

BMR No.: 2-10-02-001.00 - Unit 1; 2-10-02-004.00 - Unit 4; 2-10-02-005.00 - Unit 5;

2-10-02-006.00 - Unit 6

Parcel Four:

All that certain piece, parcel or tract of land containing 395.23 acres, more or less, lying and being about one (1) mile northwest from the Town of Fingerville on the road from SC Highway No. 9 to Fingerville and on the McMillan top soil road in Fingerville School 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 WN. Willis, C.E, and W.C. Bowen, C.E. July 22, 1933, which plat is recorded in Plat Book 24, page 417, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 20.74 acres conveyed in Deed Book 42-Y, page 62, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 26.48 acres as shown upon plat prepared by James V. Gregory dated August 21, 1992 and recorded in Plat Book 118, page 525, conveyed to Myrtle M. Baiden, Trustee of the Myrtle M. Baiden Living Trust recorded in Deed Book 59-Q, page 939, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 10.594 acres conveyed to Richard T. Bridges and Margaret S. Bridges in Deed Book 66-F, page 836, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 15.27 acres developed by Riverbend Properties, Inc. as Rainmill Estates, Section II as shown on plat recorded in Plat Book 119, page 593, ROD Office for Spartanburg County.

BUT INCLUDING, Lot No. 16, containing .73 acre, more or less, in Rainmill Estates, Section II, and upon plat recorded in Plat Book 119, page 593, ROD Office for Spartanburg County.

Derivation: This being the property conveyed to Mortgagor by Deed of Frances McMillan, Myrtle McMillan Baiden, and Elizabeth McMillan Bean dated July 24, 1992, and recorded August 12, 1992, in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 59-D at Page 0358.

BMR No. 2-10-00-004.02 (322.15 acres)

Prepared by:
M. Todd Haynie III
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

Return to:
Joanne Morgan
Ward and Smith, P.A.
82 Patton Avenue, Suite 300 (28801)
Post Office Box 2020
Asheville, NC 28802-2020

Parcel Four No.: 2-10-00-004.02 (322.15 acres)

MTG-2021-27703

MTG BK 6097 PG 67-89

Recorded 23 Pages on 05/19/2021 10:17:24 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

(First Lien – 1000 Wilkie Bridge Road, Inman, SC 29349)

THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES AND DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

THIS MORTGAGE is made on May 18, 2021, by and between **RiverBend Properties, Inc.**, a South Carolina corporation, with an address of 1000 Wilkie Bridge Road, Inman, SC 29349 (the "**Mortgagor**") and **HomeTrust Bank**, with an address of 10 Woodfin Street, Asheville, NC 28801 (the "**Mortgagee**").

RECITALS

Mortgagee, has agreed, pursuant to a Loan Agreement of even date herewith (the "**Loan Agreement**"), and subject to the terms set forth therein, to make a loan to Mortgagor and **The River Bend Sportsman's Resort, Inc.**, a South Carolina corporation, (together with the Mortgagor, the "**Borrower**") in an aggregate amount of **One Million Nine Hundred Twenty Thousand and No/100 Dollars ($1,920,000.00)** (the "**Loan**"), the Loan Agreement constituting the consideration for this Mortgage. All other documents executed in connection with or as security for the Loan Agreement and Note are hereinafter referred to collectively as "**Loan Documents**".

Borrower has duly executed a promissory note of even date herewith (the "**Note**") to evidence the terms of repayment of the Loan with interest at the rate or rates established from time to time in accordance with the terms set forth therein, which Note has been delivered by Borrower to the Mortgagee (the Mortgagee and any assignee or other lawful owner of the Note being hereinafter sometimes called "**Mortgagee**").

All things necessary to make the Note the valid, binding and legal obligation of Mortgagor, and to make this Mortgage a valid, binding and legal instrument for the security of the Note in accordance with its terms, have been duly performed, and the execution and delivery of the Note and this Mortgage by Mortgagor have been in all respects duly authorized.

It has been agreed that the repayment of the Loan with interest, according to the terms of the Note and any alterations, modifications, substitutions, extensions or renewals thereof, as well as the performance of the other covenants, terms and conditions herein, should be secured by the execution of this Mortgage, which also shall secure payment by Mortgagor of all costs and expenses incurred in respect to the Loan, including reasonable attorneys' fees as is hereinafter provided.

The entire unpaid balance of principal and interest, if not sooner paid, shall be due and payable **twenty-five** years from the date hereof. Notwithstanding any other provision of this Mortgage, in no event shall this Mortgage secure a principal sum of more than twice the face amount of the Note; provided, however, in no event shall Mortgagee have any obligation whatsoever to advance an amount in excess of the principal amount of the Note.

NOW, THEREFORE, WITNESSETH: in consideration of the premises and of other good and valuable considerations, the receipt of which is hereby acknowledged, Mortgagor mortgages, grants, assigns, conveys and transfers unto the Mortgagee, its successor or successors and assigns, as security for the Obligations (as defined below), in fee simple, WITH MORTGAGE COVENANTS, all that land situate in **Spartanburg County, South Carolina, being commonly known as, 1000 Wilkie Bridge Road, Inman, SC 29349 as more particularly described in Exhibit A attached hereto and made a part hereof** (the "**Land**") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repair, replacements and improvements now or hereafter located thereon (hereinafter sometimes called the "**Improvements**").

TOGETHER with all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the Land (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the Land or any part thereof and used or usable in connection with any present or future operation of the Land now owned or hereafter acquired by Mortgagor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, computer equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the Land; it being understood that all of the aforesaid shall be deemed to be fixtures and part of the Land, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the Obligations herein mentioned and shall be covered by this Mortgage excluding, however, only personal property owned by any tenant actually occupying all or part of the premises. Disposition of any of the aforesaid or of any interest therein is prohibited; however, if any disposition is made in violation hereof, the Mortgagee shall have a security interest in the proceeds therefrom to the fullest extent permitted by the laws of South Carolina; and

TOGETHER with all and singular the rights, alleys, ways, waters, easements, tenements, privileges, advantages, accessions, hereditaments and appurtenances belonging or in any way appertaining to the Land and other property described herein, and the reversions and remainders, earnings, revenues, rents, issues and profits thereof and including any right, title, interest or estate hereafter acquired by Mortgagor in the Land and other property described herein; and

TOGETHER with all the right, title and interest (but not the obligations) of Mortgagor, present and future, in and to all present and future accounts, contract rights (including all fees and other obligations set forth in the Mortgagee's commitment to make the Loan), general intangibles, chattel paper, documents and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments thereunder, relating or appertaining to the Land and other property described herein and its development, occupancy and use; and

TOGETHER with any right to payment or for services rendered, whether or not yet earned by performance, arising from the operation of the improvements or any other facility on the Land, including, without limitation, (1) all accounts arising from the operation of the improvements and all proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof, and (2) all rights to payment from any consumer credit/charge card organization or entity, including, without limitation, payments arising from the use of the American Express Card, Visa Card, Carte Blanche Card, MasterCard, Diner's Club, or any other credit card, including those now existing or hereinafter created or any substitution therefor and all proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof; and

TOGETHER with all of the rents, royalties, revenues, income, proceeds, profits and other benefits paid or payable by parties to the leases for using, leasing, licensing, possessing, occupying, operating from, residing in, selling or otherwise enjoying the Land, the Improvements, and other property securing the Obligations, or any portion thereof. As used in this Mortgage, the word "leases" includes any and all leases, subleases, licenses, concessions, reservations, accounts, permits, contracts, and other agreements (oral or written, now or hereafter in effect) which grant a possessory interest or right of occupancy in and to, or the right to use, or affect all or part of the Land, the improvements, and other property securing the Obligations, or any portion thereof; and

TOGETHER with all proceeds of and any unearned premiums on any insurance policies covering the Property (hereinafter defined), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property or any part thereof; and

TOGETHER with all proceeds derived from any taking by condemnation or eminent domain proceedings or transfer in place or in anticipation thereof of all or any part of the property described in these granting clauses;

TO HAVE AND TO HOLD the Land with Improvements thereupon and all the rights, easements, profits and appurtenances and other property described above (all of which is hereinafter sometimes called the "**Property**") belonging unto and to the use of the Mortgagee, and its successor or successors and assigns, in fee simple forever;

WITH THE FOREGOING GRANT MADE for and upon the uses, intents and purposes hereinafter mentioned, that is to say for the benefit and security of Mortgagee and for the enforcement of the payment of the Loan, the Note, and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrower and/or Mortgagor to the Mortgagee (and its successors and/or assigns) of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower or Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, express or implied, under any documents evidencing or executed in connection with any of the foregoing; and any amendments, extensions, substitutions, renewals, replacements and/or increases of or to any of the foregoing, and all costs and expenses of the Mortgagee incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses (hereinafter referred to collectively as the "**Obligations**"). Unless expressly provided to the contrary in documentation for any other loan or loans, it is the express intent of the Mortgagee, the Borrower and the Mortgagor that all Obligations, including those included in, arising out of or related to the Loan, be cross-collateralized and cross-defaulted, such that collateral securing any of the Obligations shall secure repayment of all Obligations and a default under any Obligation shall be a default under all Obligations;

SUBJECT, HOWEVER, to the liens and rights of the holders of the contracts and instruments secured by any instruments that may be described in the title insurance policy or title abstract accepted by Mortgagee in connection herewith (the "**Permitted Encumbrances**");

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee all sums secured hereby in the manner stipulated in the Note, the Loan Agreement and this Mortgage, then and in such case, the estate, right, title and interest of the Mortgagee in the Property shall cease, determine and become void, and upon proof being given to the satisfaction of the Mortgagee that the Note has been paid or satisfied, in accordance with its terms and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred or to be incurred by the Mortgagee and of any other sums as in this Mortgage provided, the Mortgagee shall at the expense of Mortgagor, release and discharge this Mortgage of record, and shall transfer and deliver up to Mortgagor any property at the time subject to this Mortgage which may be then in their possession, provided the Mortgagee hereunder shall be entitled to a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance;

AND THIS MORTGAGE FURTHER WITNESSETH, that Mortgagor (jointly and severally if more than one) has covenanted and agreed and does hereby covenant and agree with the Mortgagee as follows:

ARTICLE 1. DEFINITIONS

1.1 **Definitions.** All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth or referred to in the Loan Agreement.

ARTICLE 2. COVENANTS AND AGREEMENTS OF MORTGAGOR

2.1 **Incorporation of Covenants, Conditions and Agreements.** All the covenants, conditions and agreements contained in the Loan Agreement, the Note, and the other Loan Documents are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

2.2 **Title to the Property.** Mortgagor covenants that at the time of the execution and delivery of this Mortgage it has good title to all of the property described in the granting clauses of this Mortgage as being presently granted, assigned, conveyed and transferred hereunder, free and clear of all liens and encumbrances except for the Permitted Encumbrances; Mortgagor hereby does and will forever warrant generally and defend the title to the Property, and every part thereof, whether now owned or hereafter acquired, unto the Mortgagee and its successor or successors in the trust and assigns, against all claims and demands by any person or entity whatsoever; Mortgagor covenants that Mortgagor shall comply with all the terms, covenants and conditions of all agreements and instruments, recorded and unrecorded, affecting the Property; Mortgagor covenants that it has good right and lawful authority to mortgage, give, grant, pledge, assign and convey the Property in the manner and form herein provided.

2.3 **Further Assurances.** At any and all times Mortgagor shall furnish and record all and every such further assurances as may be requisite or as the Mortgagee shall reasonably require for the better assuring and confirming unto the Mortgagee the estate and property hereby granted, assigned, conveyed or transferred, or intended so to be whether now owned or hereafter acquired; Mortgagor shall bear all expenses, charges and taxes in connection therewith.

2.4 **Escrow for Taxes.** To better secure the covenant to pay taxes and fees in the Loan Agreement, Mortgagor agrees that, if Holder so requests, Mortgagor shall deposit with Holder on the day of each month on which a payment is due under the Note, beginning with the month following such request, one-twelfth of the annual taxes next due as estimated by Holder, plus one-twelfth of the annual fire, hazard and other insurance premiums as required herein, such deposit to be held by Holder, without interest, to pay said taxes and premiums. If payments of interest are due under the Note other than monthly, appropriate adjustment shall be made in the amount of the aforesaid periodic deposits.

Any amounts deposited pursuant to the provisions of this Section shall not be, nor be deemed to be, trust funds, nor shall they operate to curtail or reduce the Obligations secured hereby, and all such amounts may be commingled with the general funds of the depositor and be deposited with Mortgagee or at an institution designated by Mortgagee. Mortgagee shall not be responsible for the solvency of such institution, provided it is insured by the Federal Deposit Insurance Corporation or other regulatory agency at the time of designation. If at any time Mortgagee shall determine that the amount then on deposit shall be insufficient to pay an obligation in full, Mortgagor shall immediately after demand deposit with Mortgagee the amount of the deficiency determined by Mortgagee. Nothing contained in this Section shall be deemed to affect any right or remedy of Mortgagee under any provisions of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid, together with interest at the rate provided for in the Note, to the Obligations secured hereby.

2.5 **Change in Tax Law.** In the event of the passage after date of this Mortgage of any law changing in any way the laws for the taxation of mortgages or debts secured by mortgages, or the manner of collection of any such taxation so as to affect this Mortgage, Mortgagee may give thirty (30) days' written notice to Mortgagor requiring the payment of the Obligations secured hereby. If such notice be given, the Obligations secured hereby shall become due and payable at the expiration of said thirty (30) days; *provided, however*, that such requirement of payment shall be ineffective if Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, without any penalty or charge thereby accruing to Mortgagee, and if Mortgagor in fact pays such tax prior to the date upon which payment is required by such notice.

2.6 **Activities on the Property.** Mortgagor shall not suffer any act to be done or any conditions to exist on the Property or any part thereof or any thing or article to be brought thereon (i) which may cause structural injury to the improvements on the Land; or (ii) which would cause the value or usefulness of the Property or any part thereof to diminish (ordinary wear and tear excepted); or (iii) which may be dangerous, unless safeguarded as required by law; or (iv) which may in fact or in law, constitute a nuisance, public or private; or (v) which may void or make voidable any insurance then in force or required by the terms of this Mortgage, the Loan Agreement to be in force.

2.7 **Additional Insurance.** If required by the Mortgagee, in addition to the provisions of and to the extent not so provided by the Loan Agreement, Mortgagor shall at all times maintain during the entire term of this Mortgage the following insurance, in form and substance satisfactory to Mortgagee:

(a) *Commercial General Liability.* Mortgagor shall at all times keep itself insured against liability for damages arising from any accident or casualty in or upon the Property by maintaining commercial general liability insurance in an amount acceptable to Mortgagee and under forms and by companies approved by Mortgagee.

(b) *Workers' Compensation.* During any construction, repair, restoration or replacement of improvements on the Land, Mortgagor shall cause all contractors and subcontractors (including Mortgagor if it acts as a contractor) to obtain and keep in effect workers' compensation insurance to the full extent required by applicable law and also which shall cover all employees of each contractor and subcontractor; upon demand, Mortgagor shall provide evidence satisfactory to Mortgagee that it is complying with this covenant.

(c) *Business Interruption Insurance.* If required by Mortgagee, Mortgagor shall at all times maintain in full force and effect business interruption insurance in an amount acceptable to Mortgagee and under forms and by companies approved by Mortgagee.

All insurance for loss or damage shall provide that losses, if any, shall be payable to Mortgagee, as its interest may appear. Mortgagor will pay the premiums for all insurance and deliver to Mortgagee the policies of insurance or duplicates thereof, or other evidence satisfactory to Mortgagee of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it, or by independent instrument furnished to Mortgagee, that (i) it will give Mortgagee thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (ii) the coverage of Mortgagee shall not be terminated, reduced or affected in any manner regardless of any breach or violation by Mortgagor of any warranties, declarations or conditions of such insurance policy or policies. The proceeds of such insurance shall be applied, at Mortgagee's option, toward the replacement, restoration or repair of the Property which may be lost, stolen or destroyed or damaged or toward payment of any Obligations of Mortgagor to Mortgagee.

2.8 **Additional Advances.** If Mortgagor shall fail to perform any of the covenants or satisfy any of the conditions contained herein, Mortgagee may make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Mortgagor and shall bear interest at the Default Rate from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become a part of the Obligations secured hereby; but no such advance or payment shall relieve Mortgagor from any default hereunder. If Mortgagor shall fail to perform any of the covenants or satisfy any of the conditions contained herein, Mortgagee may use any funds of Mortgagor towards performance or satisfaction of the same but shall be under no obligation so to do; and no such use of funds shall relieve Mortgagor from any default hereunder.

2.9 **Condemnation Awards.** Should the grade of any street be altered or all or any part of the Property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds derived therefrom, as Mortgagee in its sole discretion may determine in writing, shall be paid to Mortgagee and applied to the payment of the Obligations secured hereby (in such manner or combination thereof, including inverse order of maturity of installments of principal, if any, as Mortgagee may, in its sole discretion, elect) and all such proceeds are hereby assigned to Mortgagee.

2.10 **Costs of Defending and Enforcing the Lien.** Mortgagor shall pay all costs, charges and expenses, including appraisals, title examinations, and reasonable attorney's fees, which Mortgagee may incur in defending or enforcing the validity or priority of the legal operation and effect of this Mortgage, or any term, covenant or condition hereof, or in collecting any sum secured hereby, or in protecting the security of Mortgagee including without limitation being a party in any condemnation, bankruptcy or administrative proceedings, or, if an Event of Default shall occur, in administering and executing the trust hereby created and performing their powers, privileges and duties hereunder. Mortgagee may make advances or payments for such purposes but all advances or payments made by Mortgagee for such purposes shall be repayable immediately by Mortgagor and shall bear interest at the Default Rate from the date the same shall become due and payable until the date paid, and any such sum or sums with interest as aforesaid shall become a part of the Obligations secured hereby; but no such advance or payment shall relieve Mortgagor from any default hereunder.

2.11 **Modification of Terms; No Novation.** Mortgagee may at any time, and from time to time, extend the time for payment of the Obligations secured hereby, or any part thereof, or interest thereon, and waive, modify or amend any of the terms, covenants or conditions in the Note, in this Mortgage or in any other Loan Document, in whole or in part, either at the request of Mortgagor or of any person having an interest in the Property, accept one or more notes in replacement or substitution of the Note, consent to the release of all or any part of the Property from the legal operation and effect of this Mortgage, take or release other security, release any party primarily or secondarily liable on the Note or hereunder or on such other security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal and interest and premium, if any, of the Obligations secured hereby any part or all of the proceeds obtained by sale or otherwise as provided herein, without resort or regard to other security, or resort to any one or more of the securities or remedies which Mortgagee may have and which in its absolute discretion it may pursue for the payment of all or any part of the Obligations secured hereby, in such order and in such manner as it may determine, all without in any way releasing Mortgagor or any party secondarily liable from any of the terms, covenants or conditions of the Note, this Mortgage, or any other Loan Document, or relieving the unreleased Property from the legal operation and effect of this Mortgage for all amounts owing under the Note, the Loan Agreement and this Mortgage. Mortgagee and Mortgagor recognize and agree that the provisions of this Mortgage, the Note, and any other Loan Document may be modified by them or their successors or assigns at any time before or after default (which modification may involve increasing the rate of interest in the Note, agreeing that other charges should be paid, or modifying any other provision in any such instruments), Mortgagee may extend the time of payment, may agree to alter the terms of payment of the Obligations, and may grant partial releases of any portion of the property included herein. No such modification by Mortgagee and Mortgagor nor any such action by Mortgagee or the Mortgagor referred to above shall be a substitution or novation of the original Obligations or instruments evidencing or securing the same, but shall be considered a possible occurrence within the original contemplation of the parties.

2.12 **Governmental Action Affecting the Property.** Mortgagor agrees that in the event of the enactment of any law or ordinance, the promulgation of any zoning or other governmental regulation, or the rendition of any judicial decree restricting or affecting the use of the Property or rezoning the area wherein the same shall be situate which Mortgagee reasonably believes adversely affects the Property, Mortgagee may, upon at least sixty (60) days written notice to Mortgagor, require payment of the Obligations secured hereby at such time as may be stipulated in such notice, and the whole of the Obligations secured hereby, shall thereupon become due and payable.

ARTICLE 3. EVENTS OF DEFAULT

The occurrence of one or more of the following events (herein called an "**Event of Default**") shall constitute and be an Event of Default:

3.1 **Default under Loan Documents.** The occurrence and continuance of an Event of Default under the Loan Agreement, the Note or any other Loan Document shall constitute an Event of Default hereunder. In the event Mortgagee consents to an encumbrance on the Property, a default under the terms of any document creating such an encumbrance shall be a default hereunder.

3.2 **Additional Insurance Obligations.** Mortgagor fails to promptly perform or comply with any of the terms and conditions set forth in subsection 2.7 and such failure continues for ten (10) days after notice from Mortgagee to Mortgagor.

3.3 **Material Obligations.** Mortgagor fails to perform or observe any of its material obligations under this Mortgage and such failure shall continue for a period of thirty (30) days after Mortgagee gives Mortgagor written notice thereof.

3.4 **Judgment.** Unless adequately covered by insurance in the reasonable opinion of Mortgagee, the entry of a final judgment for the payment of money involving more than $10,000.00 against Mortgagor or any guarantor of the Loan and the failure of Mortgagor or any guarantor of the Loan to cause the same to be discharged or bonded off to the satisfaction of Mortgagee within sixty (60) days from the date the order, decree or process under which or pursuant to which such judgment was entered.

3.5 **Transfer of the Property.** If all or any part of the Property or any interest in the Property is sold, transferred, assigned, conveyed or otherwise disposed of, either outright or as security for an indebtedness, or if there is any change in the ownership of Mortgagor, without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the Obligations secured by this Mortgage to be immediately due and payable and Mortgagee may exercise any or all of the remedies provided in Paragraph 4 hereunder.

ARTICLE 4. REMEDIES

4.1 **Remedies-Acceleration.** If one or more of the Events of Default shall occur, Mortgagee may, at its option, declare the entire unpaid principal amount of the Note (if not already due and payable) to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in the Note, in the Loan Agreement or in this Mortgage to the contrary notwithstanding; and in the event of any sale of all or any part of the Property, whether made under the power of sale herein granted, assent to a decree or through judicial proceedings, such unpaid principal amount shall automatically and without notice become so due and payable. If Mortgagee exercises Mortgagee's option to declare the entire unpaid principal amount of the Note to be due and payable, Mortgagor covenants to pay immediately the full amount of the Obligations secured hereby even though foreclosure or other court proceedings to collect the Obligations have not been commenced. Acceleration of maturity, once declared by Mortgagee, may at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not rescind or affect in any way such acceleration of maturity.

4.2 **Power of Sale; Assent to Decree and Other Remedies.** If one or more of the Events of Default shall occur and whether or not Mortgagee shall have accelerated the maturity of the Obligations pursuant to Section 4.1 hereof, Mortgagee, at its option, may:

(a) proceed by suit or suits at law or in equity or by any other appropriate remedy to protect and enforce the rights of Mortgagee whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note, or to foreclose this Mortgage, or to sell the Property under the judgment or decree of a court or courts of competent jurisdiction, or otherwise. Mortgagor, in accordance with any general or local laws or rules or regulations of South Carolina relating to mortgages including any amendments thereof or supplements thereto which do not materially change or impair the remedy, does hereby declare and assent to the passage of a decree to sell the Property by the equity court having jurisdiction for the sale of the Property, subject to the terms of the decree of court, the same authority and power to sell on the terms and conditions herein set forth. This assent to decree shall not be exhausted in the event the proceeding is dismissed before the Obligations secured hereby is paid in full;

(b) either with or without entering upon or taking possession of the Property, demand, collect and receive any or all revenues arising out of or in connection with the Property, including, without limitation, all rents;

(c) take possession and assemble such items of the Property as may be designated by Mortgagee and make them available to the Mortgagee at a place reasonably convenient to both parties to be designated by Mortgagee or the Mortgagor. Upon a default under this Mortgage, Mortgagee shall have the right to take possession of such items of the Property as Mortgagee may elect. In taking possession Mortgagee may proceed without judicial process if this can be done without breach of the peace. Mortgagee shall have the further right to remove such items of the Property as it may choose to any location or locations selected by Mortgagee, and Mortgagor shall pay the costs of such removal and for the storage and protection of such items immediately upon demand therefor. If Mortgagee elects to proceed under the South Carolina Uniform Commercial Code to dispose of some of the Property, the Mortgagee shall give Mortgagor notice by certified mail, postage prepaid, return receipt requested, of the time and place of any public sale of any of such property or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Mortgagor at least five (5) days before the time of the sale or other disposition, which provisions for notice Mortgagor and the Mortgagee agree are reasonable; *provided, however,* that nothing herein shall preclude Mortgagee from proceeding as to all the Property in accordance with the rights and remedies of Mortgagee in respect of the real property, as provided in the South Carolina Uniform Commercial Code, as amended from time to time;

(d) either with or without taking possession of the property, sell, lease or otherwise dispose of the Property in its then condition or following such preparation as Mortgagee deems advisable;

(e) either with or without entering upon or taking possession of the Property and without assuming any obligations of Mortgagor, thereunder, exercise the rights of Mortgagor under, use or benefit from, any of the contracts, leases or intangible property;

(f) may enter and take possession of the Property and may exclude Mortgagor, its agents and servants, wholly therefrom, and having and holding the same, may use, operate, manage and control the Property or any part thereof, and upon every such entry Mortgagee, at the expense of Mortgagor and of the Property, from time to time may make all necessary or proper repairs, renewals, replacements and useful or required alterations, additions, betterments and improvements to and upon the Property as to it may seem judicious and pay all costs and expenses of so taking, holding and managing the same, including reasonable compensation to its employees and other agents (including, without limitation, attorney's fees and management and rental commissions) and any taxes, assessments and other charges prior to the legal operation and effect of this Mortgage which Mortgagee may deem it wise or desirable to pay, and in such case Mortgagee shall have the right to manage the Property and to carry on the business and exercise all rights and powers of Mortgagor, either in the name of Mortgagor, or otherwise, as Mortgagee shall deem advisable; and Mortgagee shall be entitled to collect and receive all rents thereof and therefrom. The taking of possession and collection of rents by Mortgagee shall not be construed to be an affirmation of any lease or acceptance of attornment with respect to any lease of all or any portion of the Property. After deducting the expenses of operating the Property and of conducting the business thereof, and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments, improvements and all payments which it may be required or may elect to make for taxes or other proper charges on the Property, or any part thereof, as well as just and reasonable compensation for all its employees and other agents (including, without limitation, attorney's fees and management and rental commissions) engaged and employed, the moneys arising as aforesaid shall be applied to the Obligations secured hereby. Whenever all that is due upon the principal of and interest on the Note and under any of the terms of this Mortgage shall have been paid and all defaults made good, Mortgagee shall surrender possession to Mortgagor. The same right of entry, however, shall exist if any subsequent Event of Default shall occur. Mortgagee may, in person, by agent or by court-appointed receiver, enter upon, take possession of, and maintain full control of the Property in order to perform all acts necessary or appropriate to complete construction of the improvements and to maintain and operate the Property, 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 construction, management or maintenance of the Property, all of such terms as Mortgagee, in its sole discretion, deems proper or appropriate;

(g) proceed by a suit or suits in law or in equity or by other appropriate proceeding to enforce payment of the Note, or the performance of any term, covenant, condition or agreement of this Mortgage or any of the other Loan Documents, or any other right, and to pursue any other remedy available to it, all as Mortgagee shall determine most effectual for such purposes;

(h) institute and maintain such suits and proceedings as Mortgagee may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or in violation of this Mortgage and Security Agreement, to preserve or protect its interest in the Property and the revenues arising out of or in connection with the Property, and to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that would impair the security hereunder or be prejudicial to the interest of Mortgagee;

time and place to which the same shall be so adjourned. If one or more leases are entered into or recorded subsequent to the recording of this Mortgage or are otherwise subordinate to this Mortgage, the Mortgagee shall sell, subject to any one or more of such tenancies that are designated and selected by Mortgagee.

(b) Upon the completion of any sale and compliance with all the terms thereof, the Mortgagee shall execute and deliver to the purchaser or purchasers a good and sufficient deed of conveyance, assignment and transfer, lawfully conveying, assigning and transferring the property sold. Payment to the Mortgagee of the entire purchase money shall be full and sufficient discharge of any purchaser or purchasers of the property, sold as aforesaid, for the purchase money; and no such purchaser, or his representatives, successors or assigns, after paying such purchase money and receiving the deed shall be bound to see to the application of such purchase money.

(c) In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted, assent to decree or through other judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

FIRST, to pay all proper costs, charges, fees and expenses, including the fees and costs herein provided for and to pay the costs of appraisals of the Property and the costs of title examination; and to pay or repay to Mortgagee all moneys advanced by them or either of them for taxes, insurance or otherwise, with interest thereon as provided herein; and to pay all taxes due upon the Property at the time of sale; and to pay any other lien or encumbrance prior to the legal operation and effect of this Mortgage unless said sale is made subject to any such taxes or other lien or encumbrance; and to pay such counsel fees and expenses shall be allowed out of the proceeds of sale or sales as the court may deem proper; and to pay additional reasonable counsel fees, if any, incurred as a result of representing Mortgagee's interest in any proceedings on behalf of any Mortgagor before any United States Bankruptcy Court or similar State insolvency proceedings; and also to pay a commission to the auctioneer or other party making the sale equal to five percent (5%) of the gross sale price;

SECOND, to pay whatever may then remain unpaid under the Note and the interest thereon to the date of payment, whether the same shall be due or not, it being agreed that the Note shall, upon such sale being made before the maturity of the Note, be and become immediately due and payable at the election of Mortgagee and to pay all of the Obligations secured hereby;

THIRD, to pay the remainder of said proceeds, if any, less the expense, if any, of obtaining possession, to Mortgagor or other party lawfully entitled to receive the same, upon the delivery and surrender of possession of the Property sold and conveyed and delivery of all records, books, bank accounts, leases, agreements, security deposits of the tenants and all other material relating to the operation of the Property to the said purchaser or purchasers.

(d) Immediately upon the filing or docketing of suit preliminary to a foreclosure sale of the Property, or any part thereof under this Mortgage, there shall be and

(i) apply all or any portion of the Property, or the proceeds thereof, towards (but not necessarily in complete satisfaction of) the Obligations;

(j) foreclose any and all rights or Mortgagor in and to the Property, whether by sale, entry or in any other manner provided for hereunder or under the laws of South Carolina;

(k) in the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceeding affecting Mortgagor or the creditors or property of Mortgagor, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the entire amount of the Obligations at the date of the institution of such proceedings and for any additional portion of the Obligations accruing after such date;

(l) exercise of any right or remedy of mortgagee or secured party under the laws of South Carolina.

4.3 **Appointment of a Receiver.** Until one or more of the Events of Default shall occur (but not thereafter), Mortgagor shall have possession of the Property and shall have the right to use and enjoy the same and to receive the rents thereof and therefrom. If one or more of the Events of Default shall occur, and without the requirement of any other showing, Mortgagee shall be entitled as a matter of right and to the extent permitted by law, without notice to Mortgagor, and without regard to the adequacy of the security, to the immediate appointment of a receiver of the Property and of the rents thereof and therefrom, in an ex parte proceeding with all such other powers as the court or courts making such appointment shall confer, and the rents thereof and therefrom are hereby assigned to Mortgagee as additional security under this Mortgage. Mortgagor shall deliver to the receiver appointed pursuant to the provisions of this Section, or to Mortgagee in the event of entry pursuant to the terms of the preceding Section, all original records, books, bank accounts, leases, agreements, security deposits of the tenants and all other materials relating to the operation of the Property.

4.4 **Foreclosure Sale.**

(a) If one or more of the Events of Default shall occur, the Mortgagee shall sell and in the case of default of any purchaser or purchasers shall resell all the Property as an entirety, or in such parcels and in such order as Mortgagee shall in writing request, or, in the absence of such request, as the Mortgagee may determine (Mortgagor hereby waiving for itself and for any person claiming by or through it application of the doctrine of marshalling of assets), at public auction at some convenient place or places in the jurisdiction in the state where the Property is situate, or in such other place or places as may be permitted by law, at such time, in such manner and upon such terms as the Mortgagee may fix and briefly specify in each notice of sale, which notice of sale shall state the time when, and the place where, the same is to be made, shall contain a brief general description of the property to be sold, and shall be sufficiently given if published as frequently and in such publication as may be required by law, and Mortgagee may cause such further public advertisement to be made as they may deem advisable, and any such sale may be adjourned by the Mortgagee by announcement at the time and place appointed for such sale or for such adjourned sale, and, without further notice or publication, such sale may be made at the become due and owing by Mortgagor, an auctioneer's commission on the total amount of the indebtedness secured hereby equal to two and one-half percent (2½%), and Mortgagee shall not be required to receive the principal and interest in satisfaction of the Obligations secured hereby, but said sale may be proceeded with unless, prior to the day appointed therefor, tender is made of said principal, interest, commissions and all expenses and costs incident to such sale and all other sums that are part of the Obligations secured hereby.

(e) Mortgagee may bid and become the purchaser at any sale under this Mortgage. If Mortgagee is the purchaser at any such sale, Mortgagee may apply the outstanding indebtedness against all or any portion of the purchase price, including the deposit.

4.5 **Collection of Revenues.** In connection with the exercise by Mortgagee of the rights and remedies provided for in <u>subsection 4.2(b)</u> hereof:

(a) Mortgagee may notify any tenant, lessee or licensee of the Property, either in the name of the Mortgagee or Mortgagor, to make payment of Revenues directly to Mortgagee or Mortgagor's agents, may advise any person of Mortgagee's interest in and to the revenues arising out of or in connection with the Property and may collect directly from such tenants, lessees and licensees all amounts due on account of such revenues;

(b) At Mortgagee's request, Mortgagor will provide written notification to any or all tenants, lessees and licensees of the property concerning Mortgagee's interest in the revenues arising out of or in connection with the Property and will request that such tenants, lessees and licensees forward payment thereof directly to Lender;

(c) Mortgagor shall hold any proceeds and collections of any of the revenues arising out of or in connection with the Property in trust for Mortgagee and shall not commingle such proceeds or collections with any other funds of Mortgagor; and

(d) Mortgagor shall deliver all such proceeds to Mortgagee immediately upon the receipt thereof by Mortgagor in the identical form received, but duly endorsed or assigned on behalf of Mortgagor to Mortgagee.

4.6 **Use and Occupation of Property.** In connection with the exercise of Mortgagee's rights under <u>subsection 4.2(f)</u>, Mortgagee may enter upon, occupy, and use all or any part of the Property and may exclude Mortgagor from the Land and the Improvements thereon or portion thereof as may have been so entered upon, occupied, or used. Mortgagee shall not be required to remove any personal Property from the Land and the Improvements upon Mortgagee's taking possession thereof, and may render any personal Property unusable to Mortgagor. In the event Mortgagee manages the Land and the improvements thereon in accordance with <u>subsection 4.2(f)</u> herein, Mortgagor shall pay to Mortgagee on demand a reasonable fee for the management thereof in addition to the Obligations. Further, Mortgagee may construct such improvements on the Land or make such alterations, renovations, repairs, and replacements to the Improvements, as Mortgagee, in its sole discretion, deems proper or appropriate. The obligation of Mortgagor to pay such amounts and all expenses incurred by Mortgagee in the exercise of its rights hereunder shall be included in the Obligations and shall accrue interest at the default rate of interest stated in the Note.

4.7 **Partial Sales.** Mortgagor agrees that in case Mortgagee, in the exercise of the power of sale contained herein or in the exercise of any other rights hereunder given, elects to sell in parts or parcels, said sales may be held from time to time and that the power shall not be exhausted until all of the Property not previously sold shall have been sold, notwithstanding that the proceeds of such sales exceed, or may exceed, the Obligations.

4.8 **Assembly of Property.** Upon the occurrence of any Event of Default, Mortgagee may require Mortgagor to assemble the Property and make it available to Mortgagee, at Mortgagor's sole risk and expense, at a place or places to be designated by Mortgagee which are reasonably convenient to both Mortgagee and Mortgagor.

4.9 **Power of Attorney.** Upon the occurrence of any Event of Default, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's true and lawful attorney in fact to take any action with respect to the Property to preserve, protect, or realize upon Mortgagee's interest therein, each at the sole risk, cost and expense of Mortgagor, but for the sole benefit of Mortgagee. The rights and powers granted Mortgagee by the within appointment include, but are not limited to, the right and power to: (a) prosecute, defend, compromise, settle, or release any action relating to the Property; (b) endorse the name of Mortgagor in favor of Mortgagee upon any and all checks or other items constituting revenues arising out of or in connection with the Property; (c) sign and endorse the name of Mortgagor on, and to receive as secured party, any of the Property; (d) sign and file or record on behalf of Mortgagor any financing or other statement in order to perfect or protect Mortgagee's security interest; (e) enter into any contracts or agreements relative to, and to take all action deemed necessary in connection with, the construction of any improvements on the Land; (f) manage, operate, maintain or repair the Land and the improvements; and (g) exercise the rights of Mortgagor under any contracts, leases or intangible personal property. Mortgagee shall not be obligated to perform any of such acts or to exercise any of such powers, but if Mortgagee elects so to perform or exercise, Mortgagee shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Mortgagor except for Mortgagee's willful misconduct or gross negligence. All powers conferred upon Mortgagee by this Mortgage and Security Agreement, being coupled with an interest, shall be irrevocable until terminated by a written instrument executed by a duly authorized officer of the Mortgagee.

ARTICLE 5. MISCELLANEOUS

5.1 **Mortgagee.** The Mortgagee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The Mortgagee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistake of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall a Mortgagee have any accountability hereunder except for his own individual willful default.

5.2 **Estoppel Certificates.** Mortgagor, upon request, made either personally or by mail, shall, within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail, certify, by a writing duly acknowledged, to Mortgagee or to any proposed assignee of the Note, the amount of principal and interest then owing on the Note and whether any offsets or defenses exist against the Obligations secured hereby. At the request of Mortgagee, such certificate shall also contain a statement that Mortgagor knows of no Event of Default nor of any other default which, after notice or lapse of time or both, would constitute an Event of Default, which has occurred and remains uncured as of the date of such certificate, or, if any such Event of Default or other default has occurred and remains uncured as of the date of such certificate, then such certificate shall contain a statement specifying the nature thereof, the time for which the same has continued and the action which Mortgagor has taken or proposes to take with respect thereto.

5.3 **Subrogation.** This Mortgage and the Mortgagee, as additional security, are hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Property, or any part thereof, or any claim or demand which is paid or satisfied, in whole or in part, out of the proceeds of the Obligations secured hereby and the respective liens of said mortgages, liens and other encumbrances and claims and demands shall pass to and be held by the Mortgagee as additional security for the Obligations to Mortgagee to the same extent that they would have been preserved and would have been passed to and been held by Mortgagee had they each been duly and regularly assigned, transferred, set over and delivered to Mortgagee by separate deed of assignment, notwithstanding the fact the same may be or may have been satisfied and cancelled of record, it being the intention of the parties hereto that the same will be satisfied and cancelled of record at or about the time they are paid or satisfied out of the proceeds of the Loan.

5.4 **Notices.** Unless specifically provided otherwise in this Mortgage or by law, any notice required or permitted by or in connection with this Mortgage shall be in writing and shall be made by facsimile or by hand delivery, by overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to Mortgagee or Mortgagor at the appropriate address set forth above or to such other address as may be hereafter specified by written notice by Mortgagee or Mortgagor. Notice shall be considered given as of the date of the facsimile or the hand delivery, one (1) calendar day after delivery to the overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish that notice was given as provided herein.

5.5 **Legal Construction.** This Mortgage shall be construed according to the laws of South Carolina (excluding South Carolina conflict of laws) and any court of competent jurisdiction of South Carolina shall have jurisdiction in any proceeding instituted to enforce this Mortgage and any objections to venue are hereby waived.

5.6 **Usury Limitations.** No provision of this Mortgage shall require the payment or permit the collection of interest or other sum in excess of the maximum permitted by applicable law, including a judicial determination. If any excess of interest or other sum in such respect is herein provided for, or shall be adjudicated to be so provided for herein, neither Mortgagor nor its successors or assigns shall be obligated to pay such interest or other sum in excess of the amount permitted by applicable law, including a judicial determination, and the right to demand the payment of any such excess shall be and hereby is waived. The provisions of this Section shall control all other provisions of this Mortgage.

5.7 **Recording.** Mortgagor covenants and agrees to promptly cause all documents required by Mortgagee to be properly recorded or filed, including this Mortgage, and to pay all fees, taxes and expenses incident thereto. Mortgagor shall hold harmless and indemnify Mortgagee against any liability incurred by reason of the imposition of any fee, tax or charge on the making and recording of this Mortgage.

5.8 **Rights of Mortgagee.**

(a) *Rights Not Limited.* The rights, powers, privileges and discretions (hereinafter collectively called the "rights") specifically granted to the Mortgagee and those specifically granted to Mortgagee under this Mortgage are not in limitation of but in addition to those to which they are entitled under any general or local law relating to and mortgages in South Carolina, now or hereafter existing.

(b) *Benefit to Successors and Assigns.* The rights to which Mortgagee may be entitled shall inure to the benefit of its successors and assigns.

(c) *Rights Cumulative.* All the rights of Mortgagee are cumulative and not alternative and may be enforced successively or concurrently.

5.9 **No Waiver.** Failure of Mortgagee to exercise any of their rights shall not impair any of their rights nor be deemed a waiver thereof, and no waiver of any of their rights shall be deemed to apply to any other such rights, nor shall it be effective unless in writing and signed by the party waiving the right. The acceptance by Mortgagee of any partial payment after default or an Event of Default, with or without knowledge of the default or Event of Default, shall not be a waiver of the default or Event of Default unless Mortgagee shall specifically state in writing that the acceptance waives the default or Event of Default or states further conditions which must be satisfied to constitute such a waiver. The failure of Mortgagee to exercise the option for acceleration of maturity, foreclosure, or either, following an Event of Default or to exercise any other option or privilege granted to Mortgagee hereunder in any one or more instances, shall not constitute a waiver of any such default, but such option or privilege shall remain continuously in force.

5.10 **Mutual Waiver of Jury Trial.** Mortgagor and Mortgagee (by acceptance of this Mortgage) each, on behalf of itself and its successors and assigns, WAIVES to the fullest extent permitted by law all right to TRIAL BY JURY of any and all claims between them arising under this Mortgage, the Note, the Loan Agreement, or any other Loan Documents, and any and all claims arising under common law or under any statute of any state or the United States of America, whether any such claims be now existing or hereafter arising, now known or unknown. In making this waiver Mortgagee and Mortgagor acknowledge and agree that any and all claims made by Mortgagee and all claims made against Mortgagee shall be heard by a judge of a court of proper jurisdiction, and shall not be heard by a jury. Mortgagee and Mortgagor acknowledge and agree that THIS WAIVER OF TRIAL BY JURY IS A MATERIAL ELEMENT OF THE CONSIDERATION FOR THIS TRANSACTION, Mortgagee and Mortgagor, with advice of counsel, each acknowledges that it is knowingly and voluntarily waiving a legal right by agreeing to this waiver provision.

5.11 **Waiver by Mortgagor.** Mortgagor waives, on behalf of itself and all persons now or hereafter interested in the Property, all rights under all appraisement, homestead, moratorium, valuation, redemption, exemption, stay, extension and marshalling statutes, laws or equities now or hereafter existing and agrees that no defense based on any thereof will be asserted in any action enforcing this Mortgage. Furthermore, Mortgagor hereby expressly waives the right or equity of redemption, whether arising under statute, common law, or both. Mortgagor represents and covenants that the Property forms no part of any property owned, used or claimed by Mortgagor as a business or residential homestead or as exempt from forced sale and disclaims and renounces all and every such claim thereto.

5.12 **Secondary Market Cooperation.** Mortgagor acknowledges that Mortgagee may (a) sell this Mortgage, the Note and the other Loan Documents to one or more investors as a whole loan, (b) participate the Loan to one or more investors, (c) deposit this Mortgage, the Note, and the other Loan Documents with a trust, which trust may sell certificates to investors evidencing an ownership interest in the trust assets or (d) otherwise sell the Loan or interest therein to investors (the transactions referred to in clauses (a) through (d) are hereinafter referred to as "**Secondary Market Transactions**"). Mortgagor shall cooperate in good faith with Mortgagee in effecting any such Secondary Market Transaction and shall cooperate in good faith to implement all requirements imposed by any rating agency involved in any Secondary Market Transaction including, without limitation, all structural or other changes to the Loan, modifications to any documents evidencing or securing the Loan, delivery of opinions of counsel acceptable to the rating agency and addressing such matters as the rating agency may require; provided, however, Mortgagor shall not be required to modify any documents evidencing or securing the Loan which would modify (i) the interest rate payable under the Note, (ii) the stated maturity of the Note, (iii) the amortization of principal of the Note, or (iv) any other material economic term of the Loan.

Mortgagor shall provide such information and documents relating to Mortgagor, any guarantor of Mortgagor, the Property and any tenant of the Property as Mortgagee may reasonably request in connection with a Secondary Market Transaction. Mortgagee shall have the right to provide to prospective investors any information in its possession, including, without limitation, financial statements relating to Mortgagor, any guarantor of Mortgagor, the Property and any tenant of the Property. Mortgagor acknowledges that certain information regarding the Loan and the parties thereto and the Property may be included in a private placement memorandum, prospectus or other disclosure documents.

5.13 **Indemnification.** Mortgagee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Mortgagor under any lease. Mortgagor shall indemnify the Mortgagee for and save them harmless from any and all liability arising from any lease or assignment of a lease as security under this Mortgage. Mortgagee shall not have any responsibility for the control, care, management or repair of the Property or be liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee or any other person or entity. The obligations and liabilities of Mortgagor under this paragraph shall survive any termination, satisfaction or assignment of this Mortgage and the exercise by Mortgagee of any of its rights or remedies hereunder including, without limitation, the acquisition of the Property by foreclosure or a conveyance in lieu of foreclosure.

5.14 **Binding Effect.** The terms and conditions agreed to by Mortgagor and the covenants of Mortgagor shall be binding upon the personal representatives, successors and assigns of Mortgagor and of each of them, but this provision does not waive any prohibition of assignment or any requirement of consent to an assignment under the other provisions of this Mortgage; any consent to an assignment shall not be consent to any further assignment, each of which must be specifically obtained in writing.

5.15 **Recitals.** The recitals of this Mortgage are incorporated herein and made a part hereof.

5.16 **Number and Gender.** Wherever used herein the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

5.17 **Time of Essence.** Time is of the essence of the obligations of Mortgagor in this Mortgage and each and every term, covenant and condition made herein by or applicable to Mortgagor.

5.18 **Captions.** The captions of the Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge, or restrict any of the provisions hereof.

5.19 **Severability.** If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid, inoperative or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be valid, operative and enforceable to the greatest extent permitted by law.

5.20 **Execution of Counterparts.** This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same Mortgage.

5.21 **Security Agreement.** Mortgagor has executed this instrument as a Debtor under the Uniform Commercial Code of the state in which the Property is located. This Mortgage shall constitute and be a security agreement and financing statement under the laws of such state.

ARTICLE 6. ADDITIONAL COVENANTS

6.1 Leases of the Property.

6.1.1 **Compliance with Leases.** Mortgagor shall carry out all of its agreements and covenants as landlord contained in any leases (which word when used in this Mortgage shall include, without limitation, all agreements, licenses, contracts, reservations, accounts, and permits affecting all or any part of the Property) and not permit a lien or other encumbrance superior to such leases other than this Mortgage. No lease shall include any space, or grant to any tenant any right or interest in any area outside of the limits of the Property. Upon demand of Mortgagee, Mortgagor shall furnish Mortgagee an executed copy of each lease immediately upon its execution. All future leases shall be written on the standard form accepted by Mortgagee, with only such changes as Mortgagee shall have approved in writing or on a lease agreement approved by Mortgagee.

6.1.2 **Assignment of Leases.** Mortgagor hereby grants, conveys, assigns, and transfers unto the Mortgagee, for the benefit of Mortgagee, all the right, title, interest and privileges which Mortgagor has or may hereafter have in any and all of said leases now existing or hereafter made affecting all or a part of the Property, as said leases may have been or may from time to time be hereafter modified, extended or renewed with all the rents (which word when used in this Mortgage shall include, without limitation, all income and profits) due and becoming due therefrom and including without limitation the right of Mortgagee to inspect the leased areas and books and records of tenants. Mortgagor shall, upon written request by Mortgagee, execute assignments (in any form customarily used by Mortgagee) of any present or future leases, together with the rents due and becoming due therefrom, which affect in any way all or any part of the Property. No such assignment made or required hereby shall be construed as a consent by Mortgagee to any lease or to impose on Mortgagee any obligation with respect thereto. Mortgagor shall not make any other assignment, hypothecation or pledge of any rents under any lease of part or all of the Property. Mortgagor shall not, without the prior written approval of Mortgagee, cancel any of the leases, nor terminate or accept a surrender thereof, nor reduce the payment of rent thereunder, nor modify any of said leases, nor accept any prepayment of rent other than the usual prepayment as would result from the acceptance by landlord more than fifteen (15) days before the first day of each month for the ensuing month under leases approved by Mortgagee according to the terms of such leases. The covenants and restrictions of this subsection shall be deemed covenants and restrictions running with the land.

6.1.3 **Limitation on Subordinate Lienors.** Mortgagor covenants that Mortgagee of any subordinate lien shall have no right, and shall acquire no right, to terminate or modify any lease affecting the Property whether or not such lease is subordinate to the legal operation and effect of this Mortgage.

6.1.4 **Deposit of Rents.** All payments, including security deposits, under any lease received by Mortgagor shall be deemed held by Mortgagor in trust for the payment of the Obligations secured hereby. Mortgagor shall deposit in a non-interest bearing account or accounts with Mortgagee all payments (except security deposits made under residential leases, if any) made under all leases, which sums, subject to the rights of the tenants therein, may be used by

Mortgagor in the ordinary course of Mortgagor's business to the extent permitted by law, until one or more of the Events of Default shall occur, but not thereafter.

6.1.5 **Assignment of Bankruptcy Awards.** Mortgagor hereby assigns to the Mortgagee any award made hereafter to it in any court procedure involving any of the tenants in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments by any tenant in lieu of rent.

6.1.6 **Limitation of Liability under Leases.** The Mortgagee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Mortgagor under any lease; and Mortgagor hereby agrees to indemnify the Mortgagee for and to save them harmless from, any and all liability arising from any lease, or this assignment thereof and this assignment shall not place the responsibility for the control, care, management or repair of the Property upon the Mortgagee, nor make said Mortgagee liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, agent, guest, or stranger.

6.1.7 **Security Deposits.** Mortgagor shall deposit in an account or accounts with Mortgagee or its designee, under the depository's standard program for such accounts, all security deposits made under residential leases which sums, subject to the rights of the tenants therein, may be used by Mortgagor in the ordinary course of Mortgagor's business to the extent permitted by law, until one or more of the Events of Default shall occur, but not thereafter. All such deposits shall be the continuing responsibility of Mortgagor, and Mortgagor shall comply with all applicable requirements of state and local law where the Property is located.

6.2 **Environmental Covenants.**

6.2.1 **No Substances Present.** Mortgagor hereby represents and warrants to Mortgagee that, after a due and diligent investigation, to the best of its knowledge, there are not now and have never been any materials or substances located on or near the Property that, under federal, state, or local law, statute, ordinance, or regulation, or administrative or court order or decree, or private agreement (collectively, the "**Environmental Laws**"), are regulated as to use, generation, collection, storage, treatment, or disposal (such materials or substances are hereinafter collectively referred to as "**Substances**"). The term "Substances" includes any materials or substances whose release or threatened release may pose a risk to human health or the environment or impairment of property values and shall also include without limitation (i) asbestos in any form, (ii) urea formaldehyde foam insulation, (iii) paint containing lead, (iv) transformers or other equipment which contains dielectric fluid containing levels of polychlorinated biphenyls of 50 parts per million or more, and (v) petroleum in any form. Mortgagor further represents and warrants to Mortgagee that the Property is not now being used nor has it ever been used in the past for any activities involving the use, generation, collection, storage, treatment, or disposal of any Substances. Mortgagor will not place or permit to be placed any Substances on or near the Property except for those Substances that are typically used in the operation of Mortgagor's business provided the same are in appropriately small quantities and are stored, used, and disposed of properly; or Substances that are approved in writing by Mortgagee.

6.2.2 **Acting Upon Presence of Substances.** Mortgagor hereby covenants and agrees that, if at any time (i) Substances are spilled, emitted, disposed, or leaked in any amount; or (ii) it is determined that there are Substances located on, in, or under the Property other than those of which Mortgagee has approved in writing or which are permitted to be used on the Property without Mortgagee's written approval pursuant to subsection 6.2.1 of this Section, Mortgagor shall immediately notify Mortgagee and any authorities required by law to be notified, and shall, within thirty (30) days thereafter or sooner if required by Mortgagee or any governmental authority, take or cause to be taken, at Mortgagor's sole expense, such action as may be required by Mortgagee or any governmental authority. If Mortgagor shall fail to take such action, Mortgagee may make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any investigation or judicial or administrative proceeding relating thereto, including, without limitation, reasonable attorneys' fees, expert fees, fines, or other penalty payments, shall be at once repayable by Mortgagor and shall bear interest at the Default Rate, from the date advanced or paid by Mortgagee until the date paid by Mortgagor to Mortgagee, and all sums so advanced or paid, with interest as aforesaid, shall become a part of the Obligations secured hereby.

6.2.3 **Environmental Audits.** Mortgagor, promptly upon the written request of Mortgagee from time to time, shall provide Mortgagee, at Mortgagor's expense, from time to time with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form, and content satisfactory to Mortgagee.

6.2.4 **Environmental Notices.** Mortgagor shall furnish to Mortgagee duplicate copies of all correspondence, notices, or reports it receives from any federal, state, or local agency or any other person regarding environmental matters or Substances at or near the Property, immediately upon Mortgagor's receipt thereof.

6.2.5 **Condition of Property.** Mortgagor hereby represents and warrants that there are no wells or septic tanks on the Property serving any other property; no wells or septic tanks on other property serving the Property; no burial grounds, archeological sites, or habitats of endangered or threatened species on the Property; and that no part of the Property is subject to tidal waters; has been designated as wetlands by any federal, state, or local law or governmental agency; or is located in a special flood hazard area.

6.2.6 **Environmental Indemnity.**

6.2.6.1 Mortgagor shall at all times indemnify and hold harmless Mortgagee against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by Mortgagee, whether as beneficiary of this Mortgage, as mortgagee in possession, or as successor-in-interest to Mortgagor by foreclosure deed or deed in lieu of foreclosure, under or on account of the Environmental Laws or any similar laws or regulations, including the assertion of any lien thereunder, with respect to:

(a) any discharge of Substances, the threat of a discharge of any Substances, or the presence of any Substances affecting the Property whether or not the same originates or emanates from the Property or any contiguous real estate including any loss of value of the Property as a result of any of the foregoing;

(b) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Environmental Laws;

(c) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at or near the Property; and/or

(d) any other environmental matter affecting the Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local environmental agency.

Mortgagor's obligations under this Agreement shall arise upon the discovery of the presence of any Substance, whether or not the Environmental Protection Agency, any other federal agency or any state or local environmental agency has taken or threatened any action in connection with the presence of any Substances.

ARTICLE 7. U.S. SMALL BUSINESS ADMINISTRATION PROVISION:

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[Signature and Acknowledgment Page to Follow]

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 mortgage 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 MORTGAGED PROPERTY.

Further, the undersigned acknowledges receipt of written notification before this transaction that signing of a waiver of appraisal rights would be required during this transaction.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed on its behalf and its seal to be hereunto affixed as of the date first above written.

Witness

Witness

RiverBend Properties, Inc., a South Carolina corporation

By: ______________(SEAL)
Name: Ralph N. Brendle
Title: President

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

On this, the 18 day of May, 2021, before me, Ralph N. Brendale, each as a President of RiverBend Properties, Inc., a South Carolina corporation, appeared, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company in the capacity indicated.

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

Notary Public

Print Name: Susan C. Abbott
My Commission Expires: 8-1-2022

ND: 4849-0927-2554, v. 1

EXHIBIT A

PROPERTY DESCRIPTION

Parcel Four:

All that certain piece, parcel or tract of land containing 395.23 acres, more or less, lying and being about one (1) mile northwest from the Town of Fingerville on the road from SC Highway No. 9 to Fingerville and on the McMillan top soil road in Fingerville School 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 WN. Willis, C.E, and W.C. Bowen, C.E. July 22, 1933, which plat is recorded in Plat Book 24, page 417, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 20.74 acres conveyed in Deed Book 42-Y, page 62, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 26.48 acres as shown upon plat prepared by James V. Gregory dated August 21, 1992 and recorded in Plat Book 118, page 525, conveyed to Myrtle M. Bai den, Trustee of the Myrtle M. Baiden Living Trust recorded in Deed Book 59-Q, page 939, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 10.594 acres conveyed to Richard T. Bridges and Margaret S. Bridges in Deed Book 66-F, page 836, ROD Office for Spartanburg County.

LESS AND EXCEPTING, HOWEVER, that certain 15.27 acres developed by Riverbend Properties, Inc. as Rainmill Estates, Section II as shown on plat recorded in Plat Book 119, page 593, ROD Office for Spartanburg County.

BUT INCLUDING, Lot No. 16, containing .73 acre, more or less, in Rainmill Estates, Section II, and upon plat recorded in Plat Book 119, page 593, ROD Office for Spartanburg County.

Derivation: This being the property conveyed to Mortgagor by Deed of Frances McMillan, Myrtle McMillan Baiden, and Elizabeth McMillan Bean dated July 24, 1992, and recorded August 12, 1992, in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 59-D at Page 0358.

BMR No. 2-10-00-004.02 (322.15 acres)

MTG-2023045033
Recorded 1 on 11/16/2023 04:05:49 PM
Recording Fee: $10.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:MTG 6670 PG:650-650

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg

Re: 2468092248

Mortgage Satisfaction
Pursuant to section 29-3-330(B)(3) of the South Carolina Code of Laws, 1976

The Note made by The Riverbend Sportsman's Resort, Inc. and Riverbend Properties, Inc. to HomeTrust Bank secured by a Mortgage dated 5/18/2021 and recorded on 5/19/2021, in the offices of the Register of Deeds in Volume/Book 6097, at Page 90, Document MTG-2021-27704 in Spartanburg County in said State, having been paid in full, I hereby declare said Mortgage together with the said Note, forever satisfied, and the lien of the said Mortgage, on the property there in described forever discharged.

Witness the due execution hereof by the owner and holder of said Mortgage on 11/16/2023.

HomeTrust Bank
By: Valerie I. Phillips
Valerie I. Phillips
Vice President

Signed & Acknowledged in the Presence of:
Stephanie Carter
Stephanie Carter (printed name)
Shannon Gardner
Shannon Gardner (printed name)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Before me, the undersigned notary public, duly commissioned and qualified in and for the county and state aforesaid, personally came and appeared in the capacity indicated Valerie I. Phillips, Vice President of HomeTrust Bank, and acknowledged the due execution of the foregoing instrument. Thus done and signed on 11/16/2023.

Jared Yates, Notary Public
My Commission Expires: 11/3/2024

PLACE NOTARY SEAL INSIDE THIS BOX ONLY!

JARED YATES
NOTARY
PUBLIC
BUNCOMBE COUNTY, NC

Please Return to:

HomeTrust Bank
Attn: Cml Loan Servicing
PO Box 10
Asheville, NC 28802

River Bend Properties, Inc.
P.O. Box 279
Fingerville, S. C. 29338

July 27, 2018

Spartanburg, S.C.

River Bend Properties, Inc. agrees to transfer the title to that piece of property in the name of River Bend Properties, Inc. noted on Spartanburg County Tax Map Reference number 2-10-00-004.02, (322.15 acres) to River Bend 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 also paid by River Bend Sportsman's Resort. River Bend Sportsman's Resort will then put this property up for sale with the other property owned by River Bend Sportsman's Resort. Upon the sale & closing of the sale of these properties, River Bend Sportsman's Resort will pay to River Bend Properties, Inc. $60,000.

Signed this 27th day of July, 2018 by

Ralph N. Brendle
President River Bend Properties, Inc.

Paul J. Barnwell
Secretary River Bend Properties, Inc.

[signature] Date 7/27/18 [signature] Date 7-27-18

[signature] Date 7/27/18
Signature Notary Public
My Commission Expires: 9/22/2021

SARAH N. WHEELER NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT
tabbies
8

ROA0814

Robert T. Estes
Shareholder River Bend Properties
RT Estes Date 7/27/18

Paul Lehner
Shareholder River Bend Properties
Paul H. Lehner Date 7/27/18

671119

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120-S) **2019**
Department of the Treasury
Internal Revenue Service

For calendar year 2019, or tax year

beginning 01 / 01 / 2019 ending 12 / 31 / 2019

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
57-0956447

B Corporation's name, address, city, state, and ZIP code
River Bend Properties Inc
P.O. Box 279
Fingerville, SC 29338

C IRS Center where corporation filed return
Kansas City

Part II Information About the Shareholder

D Shareholder's identifying number
245-84-6270

E Shareholder's name, address, city, state, and ZIP code
Donald C Roth
121 Marshall Bridge Road
Greenville, SC 29605

F Shareholder's percentage of stock ownership for tax year . . . . 16.66678 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)		
2	Net rental real estate income (loss)	2561	
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends		
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)		
11	Section 179 deduction		
12	Other deductions		
13	Credits		
14	Foreign transactions		
15	Alternative minimum tax (AMT) items		
16	Items affecting shareholder basis		
17	Other information		

18 ☐ More than one activity for at-risk purposes*
19 ☐ More than one activity for passive activity purposes*

* See attached statement for additional information.

EXHIBIT
9

671120

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120-S) **2020**

Department of the Treasury
Internal Revenue Service

For calendar year 2020, or tax year

beginning 01 / 01 / 2020 ending 12 / 31 / 2020

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
57-0956447

B Corporation's name, address, city, state, and ZIP code

River Bend Properties, Inc
P.O. Box 279
Fingerville, SC 29338

C IRS Center where corporation filed return
Kansas City

Part II Information About the Shareholder

D Shareholder's identifying number
245-84-6270

E Shareholder's name, address, city, state, and ZIP code

Donald C Roth
121 Marshall Bridge Road
Greenville, SC 29605

F Current year allocation percentage . . . 16.66678 %

G Shareholder's number of shares
Beginning of tax year . . . . . .
End of tax year . . . .

H Loans from shareholder
Beginning of tax year . . . . . $
End of tax year . . . . $

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	
2	Net rental real estate income (loss)	2854
3	Other net rental income (loss)	
4	Interest income	
5a	Ordinary dividends	
5b	Qualified dividends	
6	Royalties	
7	Net short-term capital gain (loss)	
8a	Net long-term capital gain (loss)	
8b	Collectibles (28%) gain (loss)	
8c	Unrecaptured section 1250 gain	
9	Net section 1231 gain (loss)	
10	Other income (loss)	
11	Section 179 deduction	
12	Other deductions	
13	Credits	
14	Foreign transactions	
15	Alternative minimum tax (AMT) items	
16	Items affecting shareholder basis	
17	Other information	

18 ☐ More than one activity for at-risk purposes*
19 ☐ More than one activity for passive activity purposes*

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040 or 1040-SR. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:

	Report on
Passive loss	See the Shareholder's Instructions
Passive income	Schedule E, line 28, column (h)
Nonpassive loss	See the Shareholder's Instructions
Nonpassive income	Schedule E, line 28, column (k)

	Report on
2. Net rental real estate income (loss)	See the Shareholder's Instructions
3. Other net rental income (loss)	
Net income	Schedule E, line 28, column (h)
Net loss	See the Shareholder's Instructions
4. Interest income	Form 1040 or 1040-SR, line 2b
5a. Ordinary dividends	Form 1040 or 1040-SR, line 3b
5b. Qualified dividends	Form 1040 or 1040-SR, line 3a
6. Royalties	Schedule E, line 4
7. Net short-term capital gain (loss)	Schedule D, line 5
8a. Net long-term capital gain (loss)	Schedule D, line 12
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions
9. Net section 1231 gain (loss)	See the Shareholder's Instructions
10. Other income (loss)	
Code	
A Other portfolio income (loss)	See the Shareholder's Instructions
B Involuntary conversions	See the Shareholder's Instructions
C Sec. 1256 contracts & straddles	Form 6781, line 1
D Mining exploration costs recapture	See Pub. 535
E Reserved for future use	
F Section 965(a) inclusion	See the Shareholder's Instructions
G Income under subpart F (other than inclusions under sections 951A and 965)	See the Shareholder's Instructions
H Other income (loss)	See the Shareholder's Instructions
11. Section 179 deduction	See the Shareholder's Instructions
12. Other deductions	
A Cash contributions (60%)	See the Shareholder's Instructions
B Cash contributions (30%)	See the Shareholder's Instructions
C Noncash contributions (50%)	See the Shareholder's Instructions
D Noncash contributions (30%)	See the Shareholder's Instructions
E Capital gain property to a 50% organization (30%)	See the Shareholder's Instructions
F Capital gain property (20%)	See the Shareholder's Instructions
G Contributions (100%)	See the Shareholder's Instructions
H Investment interest expense	Form 4952, line 1
I Deductions—royalty income	Schedule E, line 19
J Section 59(e)(2) expenditures	See the Shareholder's Instructions
K Section 965(c) deduction	See the Shareholder's Instructions
L Deductions—portfolio (other)	Schedule A, line 16
M Preproductive period expenses	See the Shareholder's Instructions
N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
O Reforestation expense deduction	See the Shareholder's Instructions
P through R	Reserved for future use
S Other deductions	See the Shareholder's Instructions
13. Credits	
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	See the Shareholder's Instructions
D Low-income housing credit (other) from post-2007 buildings	See the Shareholder's Instructions
E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
F Other rental real estate credits	See the Shareholder's Instructions
G Other rental credits	See the Shareholder's Instructions
H Undistributed capital gains credit	Schedule 3 (Form 1040 or 1040-SR), line 13, box a
I Biofuel producer credit	See the Shareholder's Instructions
J Work opportunity credit	See the Shareholder's Instructions
K Disabled access credit	See the Shareholder's Instructions
L Empowerment zone employment credit	See the Shareholder's Instructions
M Credit for increasing research activities	See the Shareholder's Instructions
N Credit for employer social security and Medicare taxes	See the Shareholder's Instructions
O Backup withholding	See the Shareholder's Instructions
P Other credits	See the Shareholder's Instructions
14. Foreign transactions	
A Name of country or U.S. possession	Form 1116, Part I
B Gross income from all sources	Form 1116, Part I
C Gross income sourced at shareholder level	Form 1116, Part I
Foreign gross income sourced at corporate level	
D Reserved for future use	
E Foreign branch category	Form 1116, Part I
F Passive category	Form 1116, Part I
G General category	Form 1116, Part I
H Other	Form 1116, Part I
Deductions allocated and apportioned at shareholder level	
I Interest expense	Form 1116, Part I
J Other	Form 1116, Part I
Deductions allocated and apportioned at corporate level to foreign source income	
K Reserved for future use	
L Foreign branch category	Form 1116, Part I
M Passive category	Form 1116, Part I
N General category	Form 1116, Part I
O Other	Form 1116, Part I
Other information	
P Total foreign taxes paid	Form 1116, Part II
Q Total foreign taxes accrued	Form 1116, Part II
R Reduction in taxes available for credit	Form 1116, line 12
S Foreign trading gross receipts	Form 8873
T Extraterritorial income exclusion	Form 8873
U Section 965 information	See the Shareholder's Instructions
V Other foreign transactions	See the Shareholder's Instructions
15. Alternative minimum tax (AMT) items	
A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
B Adjusted gain or loss	See the Shareholder's Instructions and the Instructions for Form 6251
C Depletion (other than oil & gas)	See the Shareholder's Instructions and the Instructions for Form 6251
D Oil, gas, & geothermal—gross income	See the Shareholder's Instructions and the Instructions for Form 6251
E Oil, gas, & geothermal—deductions	See the Shareholder's Instructions and the Instructions for Form 6251
F Other AMT items	See the Shareholder's Instructions and the Instructions for Form 6251
16. Items affecting shareholder basis	
A Tax-exempt interest income	Form 1040 or 1040-SR, line 2a
B Other tax-exempt income	See the Shareholder's Instructions
C Nondeductible expenses	See the Shareholder's Instructions
D Distributions	See the Shareholder's Instructions
E Repayment of loans from shareholders	See the Shareholder's Instructions
17. Other information	
A Investment income	Form 4952, line 4a
B Investment expenses	Form 4952, line 5
C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
D Basis of energy property	See the Shareholder's Instructions
E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
F Recapture of low-income housing credit (other)	Form 8611, line 8
G Recapture of investment credit	See Form 4255
H Recapture of other credits	See the Shareholder's Instructions
I Look-back interest—completed long-term contracts	See Form 8697
J Look-back interest—income forecast method	See Form 8866
K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
L Recapture of section 179 deduction	See the Shareholder's Instructions
M through U	See the Shareholder's Instructions
V Section 199A information	See the Shareholder's Instructions
W through Z	Reserved for future use
AA Excess taxable income	See the Shareholder's Instructions
AB Excess business interest income	See the Shareholder's Instructions
AC Other information	See the Shareholder's Instructions

671121

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120-S) **2021**
Department of the Treasury
Internal Revenue Service

For calendar year 2021, or tax year
beginning 01 / 01 / 2021 ending 12 / 31 / 2021

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
57-0956447

B Corporation's name, address, city, state, and ZIP code
River Bend Properties, Inc
P.O. Box 279
Inman, SC 29338

C IRS Center where corporation filed return
E-File

D Corporation's total number of shares
Beginning of tax year . . . . . .
End of tax year . . . .

Part II Information About the Shareholder

E Shareholder's identifying number
245-84-6270

F Shareholder's name, address, city, state, and ZIP code
Donald C Roth
121 Marshall Bridge Road
Greenville, SC 29605

G Current year allocation percentage . . . 16.66678 %

H Shareholder's number of shares
Beginning of tax year 17
End of tax year 17

I Loans from shareholder
Beginning of tax year . . . . . . $
End of tax year . . . . $

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)		13	Credits	
2	Net rental real estate income (loss)	2585			
3	Other net rental income (loss)				
4	Interest income				
5a	Ordinary dividends				
5b	Qualified dividends		14	Schedule K-3 is attached if checked . . . . . ▶ ☐	
6	Royalties		15	Alternative minimum tax (AMT) items	
7	Net short-term capital gain (loss)				
8a	Net long-term capital gain (loss)				
8b	Collectibles (28%) gain (loss)				
8c	Unrecaptured section 1250 gain				
9	Net section 1231 gain (loss)		16	Items affecting shareholder basis	
10	Other income (loss)				
			17	Other information	
11	Section 179 deduction				
12	Other deductions				

18 ☐ More than one activity for at-risk purposes*
19 ☐ More than one activity for passive activity purposes*

* See attached statement for additional information.

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)
) **TITLE TO REAL ESTATE**
COUNTY OF SPARTANBURG)

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 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

EXHIBIT
10

671121

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0123

Schedule K-1 (Form 1120-S) 2022

Department of the Treasury
Internal Revenue Service

For calendar year 2022, or tax year

beginning 01 / 01 / 2022 ending 12 / 31 / 2022

Shareholder's Share of Income, Deductions, Credits, etc.

See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
57-0956447

B Corporation's name, address, city, state, and ZIP code
River Bend Properties, Inc.
P.O. Box 279
Fingerville, SC 29338

C IRS Center where corporation filed return
E-File

D Corporation's total number of shares
Beginning of tax year 100
End of tax year 100

Part II Information About the Shareholder

E Shareholder's identifying number
245-84-6270

F Shareholder's name, address, city, state, and ZIP code
Donald C Roth
121 Marshall Bridge Road
Greenville, SC 29605

G Current year allocation percentage . . . 16.66678 %

H Shareholder's number of shares
Beginning of tax year 17
End of tax year 17

I Loans from shareholder
Beginning of tax year . . . . . $
End of tax year . . . . $

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	
2	Net rental real estate income (loss)	1974
3	Other net rental income (loss)	
4	Interest income	
5a	Ordinary dividends	
5b	Qualified dividends	
6	Royalties	
7	Net short-term capital gain (loss)	
8a	Net long-term capital gain (loss)	
8b	Collectibles (28%) gain (loss)	
8c	Unrecaptured section 1250 gain	
9	Net section 1231 gain (loss)	
10	Other income (loss)	
11	Section 179 deduction	
12	Other deductions	
13	Credits	
14	Schedule K-3 is attached if checked . . . . . . ☐	
15	Alternative minimum tax (AMT) items	
16	Items affecting shareholder basis	
17	Other information	

18 ☐ More than one activity for at-risk purposes*
19 ☐ More than one activity for passive activity purposes*

* See attached statement for additional information.

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 Rainmill 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:

Riverbend Properties, Inc.

____
signature of witness #1

By:______________________(SEAL)
Ralph Brendle, President

____
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 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:______________________

MALINDA L. PRICE-UTTER
Notary Public, South Carolina
My Commission Expires
August 12, 2025

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF SPARTANBURG)

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:__________

MALINDA L. PRICE-UTTER
Notary Public, South Carolina
My Commission Expires
August 12, 2025

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.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") dated October 24, 2023, is made by and between The Riverbend Sportsman's Resort, Inc., a South Carolina corporation ("Seller"), and Riverbend Partners, LLC and/or assigns ("Purchaser").

1. **CONVEYANCE.** Seller agrees to sell and convey to Purchaser (or its assignee or nominee) and Purchaser agrees to purchase from Seller, fee simple interest to the real estate located on Wilkie Bridge Road in Spartanburg County, South Carolina consisting of multiple tax parcels containing approximately 495 +/- acres; said tax parcels being listed on **Exhibit "A"** attached hereto and made a part hereof, together with (a) all rights, easements and appurtenances belonging or appertaining thereto, (b) all right, title and interest of Seller in and to any and all roads, streets, alleys or public and private rights of way, bounding such property, and (c) all buildings and other improvements thereon, if any (collectively the "Property"). At the First Closing (as hereinafter defined), Purchaser shall acquire a 210 acre +/- portion of Spartanburg County Tax Parcel Number 2-10-00-004.02 (being that portion of said tax parcel lying on the western side of Wilkie Bridge Road); at the Second Closing (as hereinafter defined) Purchaser shall acquire Spartanburg County Tax Parcel Numbers 2-10-00-110.00 (including all condominium units located thereupon being Spartanburg County Tax Parcel Numbers 2-10-02-001.00; 2-10-02-002.00; 2-10-02-003.00; 2-10-02-004.00; 2-10-02-005.00 and2-10-02-006.00), 2-10-00-109.00, 2-10-00-108.00 and 2-10-00-107.00; at the Third Closing Purchaser shall acquire Spartanburg County Tax Parcel Numbers 2-10-010.00, 2-10-00-112.00 and 2-10-00-111.00; and at the Fourth Closing Purchaser shall acquire a 120 acre +/- portion of Spartanburg County Tax Parcel Number 2-10-00-004.02 (being that portion of said tax parcel lying on the eastern side of Wilkie Bridge Road) (collectively the closings described herein may be referred to collectively as the "Closing" or "Closings"). At the First Closing, Purchaser will have bank financing that will be secured by a purchase money mortgage against the 210 acre +/- portion of Spartanburg County Tax Parcel Number 2-10-00-004.02 acquired by Purchaser at the First Closing as well as a third-party pledge mortgage executed by Seller covering Spartanburg County Tax Parcel Numbers 2-10-00-110.00 (including all condominium units located thereupon being Spartanburg County Tax Parcel Numbers 2-10-02-001.00; 2-10-02-002.00; 2-10-02-003.00; 2-10-02-004.00; 2-10-02-005.00 and2-10-02-006.00), 2-10-00-109.00, 2-10-00-108.00 and 2-10-00-107.00. A schedule summarizing all of the foregoing closings is attached as **Exhibit "C"** hereto.

2. **LEASE.** On or about October 1, 2023, Seller and Purchaser entered into a lease for the Property, buildings, facilities and assets of Riverbend Sportsmen's Club (the "Lease") which Lease calls for monthly rental payments of $50,000.00. In accordance with the terms and conditions of the Lease, the Lease payments shall continue until Seller Note #1 (as defined herein) is paid in full and thereafter shall cease but the use and occupancy rights under the Lease shall continue. All Lease payments made shall be applied against the payoff of Seller Note #1.

2. **PURCHASE PRICE.** The purchase price is Eight Million and 00/100 Dollars ($8,000,000.00) (the "Purchase Price"), which shall be due and payable at the various Closings (as defined in Section 7(a) below) plus or minus prorations and credits, as hereinafter provided. Purchaser has previously deposited and/or paid to Seller as earnest

EXHIBIT
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money the amount of the balance due to Purchaser as shown on **Exhibit "B"** attached hereto at amount shown (the "Earnest Money Deposit"). The Earnest Money Deposit and any previously paid Lease payments shall be applied to the allocated Purchase Price at the First Closing. The Purchase Price shall be allocated among the Closings as follows: First Closing $4,241,600.00 (the funds needed to payoff Seller's SBA Loan encumbering the Property shall be paid in immediately available funds and the balance (after applying all prorations and credits) shall be paid in the form of a one hundred eighty (180) day (with a 90 day extension option) Seller balloon note in the amount of the balance due at the First Closing with no interest thereon (the "Seller Note #1"); Second Closing $1,200,000.00 in immediately available funds; Third Closing payoff of Seller Note #1 in immediately available funds; Fourth Closing a two (2) year Seller balloon note in the amount of the balance of the amount then due from Purchaser for the remaining Property (not to exceed $2,000,000.00) with interest thereon at the annual rate of three and one-half percent (3.5%) (the "Seller Note #2") and a first priority mortgage against a 120 acre +/- portion of Spartanburg County Tax Parcel Number 2-10-00-004.02.

3. <u>SURVEY; TITLE INSURANCE.</u>

(a) Purchaser may request a survey (the "Survey") to be made of the Property or any portion thereof, dated subsequent to the date hereof, by a licensed surveyor or Registered Professional Engineer in accordance with ALTA/ACSM standards. The Survey shall be sufficient to permit the Title Company to delete the standard printed exception in the Title Policy (as defined herein) pertaining to discrepancies, conflicts or shortages in area or boundary lines, encroachments, overlapping of improvements, or similar matters. The cost of the Survey shall be borne by Purchaser.

(b) Purchaser shall order a title insurance commitment on the Property prepared by the Title Company (the "Title Commitment") together with good legible copies of the recorded plat and all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Seller will convey good and marketable title to the Property at Closing, and except as provided for herein, the Property shall be conveyed free, clear and unencumbered of all tenancies and parties in possession on the Closing Date (as defined herein). In the event the Survey or Schedule B-2 of the Title Commitment shall reflect encumbrances or other conditions not acceptable to Purchaser ("Defects"), then Seller, upon Purchaser's notification of Defects, shall immediately and diligently proceed to cure the Defects and shall have thirty (30) days from the date of such notice of Defects within which to cure the Defects to Purchaser's satisfaction. If, after the exercise of all reasonable diligence, Seller is unable to cure the Defects to Purchaser's satisfaction, then, at Purchaser's sole option, Purchaser may accept the Defects or Purchaser may terminate this Agreement, in which case Purchaser shall be entitled to the return of the Earnest Money Deposit and any interest earned thereon and the parties shall be released from further liability hereunder. Notwithstanding the foregoing, Seller shall be required, at Seller's sole cost and expense, to cure (i) all existing monetary liens and (ii) any and all encumbrances created by Seller after the Effective Date. Seller's failure to cure the defects as set forth in the immediately preceding sentence shall be a default by Seller hereunder. All liens and encumbrances caused by Purchaser and any matters waived or deemed waived pursuant to this <u>Section</u>

3(b) shall be "Permitted Exceptions" as that term is used herein. It is specifically understood and agreed that the so-called "pre-printed" exceptions set forth on Schedule B-2 of the Title Commitment shall not constitute Permitted Exceptions hereunder.

4. **INSPECTION PERIOD AND CONDITIONS PRECEDENT.**

(a) Prior to all Closings, Purchaser, personally or through its authorized agents or representatives, shall be entitled, at Purchaser's sole cost and expense, to enter upon the Property at all reasonable times in order to perform such investigations as Purchaser shall deem necessary or desirable, including, without limitation, soil tests and environmental audits. Purchaser will promptly repair and restore any damage or injury to the Property caused by such investigations. Seller shall make available to Purchaser, or to its duly authorized agents or representatives, all tests, studies and investigations relating to the Property and the operation and maintenance thereof, including, without limitation, any Phase I or other environmental audit(s) of the Property in Seller's possession or control. Such items may be examined at all reasonable times. Seller shall furnish to Purchaser, to the extent available, legible prints or copies of all construction plans and specifications relating to any buildings and other improvements, which prints or copies shall, however, be returned to Seller, in the event the transaction contemplated hereunder is not closed. Purchaser shall not permit any liens or encumbrances to arise against the Property in connection with or as a result of such inspections, studies or investigations. Purchaser shall indemnify, defend and hold Seller and the Property harmless of and from any and all losses, liabilities, costs, expenses (including without limitation reasonable attorneys' fees and costs of court), damages, liens, claims (including without limitation mechanics' or materialmen's liens or claims of liens), actions and causes of action arising from or relating to Purchaser's (or Purchaser's agents, employees or representatives) entering upon the Property to test, study, investigate or inspect the Property, whether pursuant to this Section 4(a) or otherwise, except to the extent caused by the negligence or willful misconduct of Seller.

(b) Purchaser shall have from the Effective Date until the date of each Closing described herein (the "Inspection Period"), within which to make all reviews, inspections, audits, or investigations desired by Purchaser. Purchaser shall, at Purchaser's sole discretion, have the right to terminate this Agreement for any reason at any time prior to the expiration of the Inspection Period, in which case Purchaser shall be entitled to a full refund of the Earnest Money Deposit and any interest earned thereon and all parties shall be released from further obligations hereunder.

5. **EMINENT DOMAIN; DAMAGE.** If prior to any Closing all or any part of the Property is condemned or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, or if the buildings and improvements on the Property are destroyed or materially damaged by fire, windstorm, explosion or other casualty, or if the Property becomes contaminated with Hazardous Substances, Seller will give Purchaser written notice thereof and Purchaser may, at its option: (1) terminate this Agreement and Purchaser shall be entitled to the return of the Earnest Money Deposit and any interest earned thereon and the parties shall be released from further liability; or (2)

elect to proceed under this Agreement and, at Purchaser's discretion, either (a) the Purchase Price shall be reduced by, or (b) Purchaser may take an assignment of, the amount of Seller's award and/or insurance proceeds to which Seller is entitled to receive.

6. **RISK OF LOSS.** Prior to any Closing, the risk of loss or damage to the Property shall remain with Seller.

7. **CLOSING.**

(a) Time. The First Closing shall take place on or before October 31, 2023; the Second Closing on or before November 30, 2023; the Third Closing on or before July 31, 2024 and the Fourth Closing on or before October 1, 2024 or on such other date as the parties shall mutually agree (each a "Closing Date" or together the "Closing Dates"). Purchaser shall have the right to elect to consummate any Closing early upon no less than ten (10) days written notice to Seller and/or to extend any Closing described herein for up to thirty (30) days upon written notice to Seller.

(b) Place. Each Closing shall be conducted in person or in escrow by mail through Johnson, Smith, Hibbard & Wildman Law Firm, L.L.P. (the "Title Company").

(c) Documents from Seller. Seller shall, at Seller's sole cost and expense, deliver at each Closing the following executed documents in form and content acceptable to Purchaser:

(i) Deed. A Limited Warranty Deed ("Deed"), with a release of all curtesy, homestead and other spousal rights, if any, conveying good, marketable and insurable fee simple title and warranting title to be free and clear of all Defects subject only to the Permitted Exceptions, in a form acceptable to the Title Company.

(ii) Affidavits. Those affidavit(s) as may be reasonably requested by the Title Company.

(iii) Closing Statement. Four (4) signed copies of a closing statement approved by Purchaser.

(iv) Authority. Such evidence or documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property, including, but not limited to, a good standing certificate from the Secretary of State in which the Property is located and corporate resolutions, if applicable.

(v) Other Documents. Such other documents required by this Agreement and/or which Purchaser or the Title Company may reasonably require.

(d) Documents from Purchaser. Purchaser shall deliver at each Closing the following executed documents:

(i) Closing Statement. Four (4) signed copies of a closing statement approved by Seller.

(ii) Authority. Such evidence or documents as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the acquisition of the Property, including, but not limited to, a good standing certificate from the Secretary of State in which the Property is located and corporate resolutions, if applicable.

(iii) Other Documents. Such other documents required by this Agreement and/or which Seller or the Title Company may reasonably require such as the Seller Note in connection with the First Closing.

(e) Payment. At each Closing the allocated portion of the Purchase Price, subject to any applicable reimbursements, adjustments, seller financing or credits (such as without limitation Earnest Money, proration of real estate taxes or closing costs) shall be paid in cash, by wire transferred funds or by any other means as may be acceptable to both parties.

(f) Real Estate Taxes. General and special real estate taxes and other state or city taxes affecting the Property shall be prorated as of each Closing Date. Purchaser shall be responsible for all "roll-back" taxes if and when assessed based upon Purchaser's change of use.

(g) Transfer Taxes. Any recordation, transfer or sales tax, including without limitation, tax(es) on the Deed, taxes required to be paid in connection with the recording of the Deed, documentary stamp taxes, or intangible taxes, shall be paid by Seller at Closing.

(h) Recording Fees. Recording any documents needed to clear title shall be at Seller's expense.

(i) Brokers. Seller and Purchaser represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents and no commissions or fees are payable in connection with this Agreement. Seller agrees to indemnify, defend (with counsel selected by Purchaser) and hold Purchaser, and Purchaser's nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Agreement due to contact with Seller. Purchaser agrees to indemnify, defend, with counsel selected by Seller, and hold Seller and Seller's nominees, successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Agreement due to contact with Purchaser (other than the broker(s) named above).

(j) Title Policy. It shall be a condition precedent to Purchaser's obligation to close that Purchaser shall have received an unconditional, irrevocable commitment from the Title

Company for the issuance of an ALTA Extended Coverage Owner's Policy of title insurance (the "Title Policy") at standard rates, insuring good and marketable title to the Property in Purchaser, subject only to the Permitted Exceptions. The cost of the Title Policy shall be borne by Purchaser.

8. **Reserved.**

9. **SURVIVAL OF CLOSING.** All representations, warranties, agreements and indemnities contained in this Agreement shall survive each Closing of this transaction and remain enforceable.

10. **POSSESSION.** Possession of the Property, free from all tenancies, parties in possession and occupants, shall be delivered to Purchaser by Seller at each Closing.

11. **INDEMNIFICATION.**

(a) Seller agrees to indemnify and hold Purchaser, its nominees, successors, assigns, parent company (if any), officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands and expenses, of any kind or nature whatsoever (except those items which by this Agreement specifically become the obligation of Purchaser) arising out of, resulting from, relating to, or incident to the Property prior to the Closing Date or which are in any way related to the ownership, development, maintenance or operation of the Property during Seller's ownership thereof, and all expenses related thereto, including without limitation, court costs and reasonable attorneys' fees.

(b) Purchaser agrees to indemnify and hold Seller, its nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever (except those items by which this Agreement remain the obligation of Seller) arising after Closing and during the Purchaser's ownership of the Property, which are in any way related to the ownership, development, maintenance or operation of the Property by Purchaser, and all expenses related thereto, including without limitation, court costs and reasonable attorneys' fees.

12. **NOTICE.** All notices, demands, or other communications of any type given, or required to be given, pursuant to this Agreement shall be in writing and shall be delivered to the person to whom the notice is directed, either in person with a receipt requested therefor, or sent by a recognized overnight service for next day delivery or by United States certified mail, return receipt requested, postage prepaid to the addresses or by email as follows:

If to Seller:

The Riverbend Sportsman's Resort, Inc.

____

____

____

Telephone: ____________________
Email: ________________________

with copy to:

Steven M. Querin, Esq.
Johnson, Smith, Hibbard & Wildman
220 N. Church Street, Suite 4
Spartanburg, SC 29306
Telephone: 864-582-8121
Telecopy: squerin@jshwlaw.com

If to Purchaser:

G. Craig Sims and/or assigns

______

______

______

______

Telephone: __
Email:

Any notice given by personal delivery or courier delivery service will be deemed effective when delivered. Any notice given by United States Mail will be deemed effective on the earlier of receipt or the third (3rd) business day following deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as set forth above. Any notice sent by email shall be deemed given on the date the email is sent as confirmed by the sender. Any notice that may be given by either party in connection with this Agreement may be given by such party's attorney.

13. **REPRESENTATIONS AND WARRANTIES OF SELLER**. To induce the Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller represents, warrants, and covenants to Purchaser as follows:

(a) Title. Seller owns the Property in fee simple, free of any liens, claims or encumbrances other than the Permitted Exceptions.

(b) Authorization. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been fully taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

(c) Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the ownership, operation or environmental conditions of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of good or services).

(d) Violation. There are no known violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Property, which have not been heretofore entirely corrected. In the event Seller has knowledge of any such violations, Seller shall (i) immediately provide Purchaser with copies of all documents evidencing any such violation and (ii) cure such violation to Purchaser's satisfaction prior to Closing.

14. **REMEDIES ON DEFAULT.**

(a) Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in default hereunder, Purchaser may, as its sole option and exclusive remedy for such default, deliver a written notice to Seller stating with particularity the alleged default of Seller and the action required by Seller to cure such default, and stating Purchaser's intent to terminate. this Agreement or seek to enforce specific performance if the default is not cured, whereupon Seller shall have thirty (30) days after receipt of such notice in which to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such thirty (30) day period). In the event such default is not cured within such thirty (30) day period, then Purchaser may terminate this Agreement by written notice to Seller and the Title Company, and receive a full refund of the Earnest Money Deposit (unless the same has already been applied to the allocated Purchase Price at any one or more of the Closings hereunder) and/or enforce all of the terms of this Agreement by specific performance.

(b) Purchaser's Default; Seller's Remedies. In the event Purchaser shall be in default hereunder, Seller may, as Seller's sole and exclusive remedy for such default, deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser and the action required by Purchaser to cure such default, and stating Seller's intent to terminate this Agreement if the default is not cured, whereupon Purchaser shall have thirty (30) days after receipt of such notice in which to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such thirty (30) day period). In the event such default is not cured within such thirty (30) day period, then Seller may terminate this Agreement by written notice delivered to Purchaser, whereupon Seller shall be entitled to retain the Earnest Money Deposit, it being agreed between Purchaser and Seller that such sum shall be its sole and liquidated damages (and not a penalty) for such default of Purchaser hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default. Seller hereby waives any right to sue Purchaser for damages or for specific performance.

15. ASSIGNMENT. Seller shall not assign this Agreement. Purchaser shall have the right to assign this Agreement at any time to any entity at Purchaser's sole discretion; provided that such entity is either owned in part or controlled by G. Craig Sims.

16. MISCELLANEOUS. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire agreement of the parties, which incorporates and supersedes all prior written and oral understandings. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

18. NO SOLICITATION. Seller agrees that upon its execution of this Agreement neither it nor its agents or employees will (a) initiate, encourage the initiation by others of discussions or negotiations with third parties or respond to solicitations by third parties relating to the Property or any part thereof, (b) fail to immediately notify Purchaser if any third party attempts to initiate any such solicitation, discussion or negotiation with Seller nor will enter into any agreement with any third party with respect to the Property or any part thereof.

19. **Reserved.**

20. INDEPENDENT CONSIDERATION. Contemporaneously with the execution of this Agreement, Purchaser shall deliver to Seller cash in the amount of TEN ($10.00) DOLLARS (the "Independent Consideration"), which amount the parties bargain for and agree to as consideration for Seller's execution and delivery of this Agreement. This Independent Consideration is in addition to and independent of any other consideration or payment retained by Seller notwithstanding any other provision of this Agreement. This Independent Consideration is non-refundable and shall not be applied to the Purchase Price at Closing.

21. CONFIDENTIALITY. Except as required by law or court order, Seller and its agents, representatives, employees, partners, officers and directors will not disclose the subject matter or terms of the transaction contemplated by this Agreement unless prior written consent to such disclosure is obtained from Purchaser, which consent may be withheld at Purchaser's sole discretion; provided, however, that Seller shall have the right to disclose information to its outside consultants, including attorneys, accountants, bankers, and engineers, as reasonably necessary to comply with its obligations and otherwise complete the transaction contemplated hereby.

22. EFFECTIVE DATE. The term "Effective Date" shall mean that date which both parties have executed this Agreement and Purchaser and Seller has each received a fully executed counterpart of this Agreement.

23. **TIME.** The time in which any act required or permitted by this Agreement is to be performed shall be determined by excluding the day upon which the event occurs from whence the time commences. If the last day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only mandatory federal holidays including which deliveries by the United States Postal Services are suspended.

24. **ATTORNEYS' FEES.** In the event that either party commences suit to recover damages arising from a breach of this Agreement or otherwise to seek enforcement hereof, the prevailing party shall be entitled to an award of reasonable attorneys' fees, together with court costs and litigation expenses reasonably incurred and actually paid.

25. **RELATIONSHIP.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or a partnership or a joint venture between Purchaser and Seller or between either or both of them and any third party.

26. **SEVERABILITY.** Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but the provision of this Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such statute, law, ordinance or regulation.

27. **CHOICE OF LAW.** This Agreement, and the interpretation and enforcement thereof, shall be governed by the laws of the State where the Property is located.

28. **CAPTIONS, NUMBER AND GENDER.** The captions appearing at the commencement of the sections and subsections hereof are descriptive only and for convenience in reference. Should there be any conflict between such caption and the section or subsection at the head of which it appears, the section or subsection and not such caption shall control and govern the construction of this Agreement. Unless the context otherwise requires, singular nouns and pronouns used in this Agreement are to be construed as including the plural thereof. For convenience and brevity, masculine pronouns are used herein in their generic sense as a reference to all persons, without regard to sex.

29. **FURTHER ASSURANCES.** Seller agrees that it will, at any time and from time to time after each Closing Date, upon request of Purchaser, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, conveyances, and assurances as may reasonably be required for the better conveying, transferring, assigning, assuring and confirming the Property to Purchaser.

IN WITNESS WHEREOF, the Seller and Purchaser have caused this Agreement to be executed under seal as of the date first above written.

PURCHASER:

Riverbend Partners, LLC

By: ______________________(SEAL)

G. Craig Sims, Authorized member / Manager

Date: 10-24-2023

SELLER:

The Riverbend Sportsman's Resort, Inc.

By: Ralph N Brendle (SEAL)

Name: Ralph N. Brendle

Title: President

Date: 10/24/2023

EXHIBIT "A"

List of Tax Parcels

Tax Map No.	Approx. Acreage
2-10-00-010.00	30.74
2-10-00-110.00	26.74
2-10-00-107.00	33.69
2-10-00-111.00	34.85
2-10-00-112.00	33.35
2-10-00-004.02	322.15
2-10-00-108.00	8.34
2-10-00-109.00	5.82
All condominium units	

EXHIBIT "B"

Earnest Money / Purchaser Credit

Checks from GCS, Inc.		
Date	Amount	Check #
4/20/2023	$50,000.00	20866
5/10/2023	$50,000.00	20911
5/31/2023	$25,000.00	20949
7/20/2023	$25,000.00	21030
6/23/2023	$35,000.00	20977
8/2/2023	$25,000.00	21055
8/23/2023	$50,000.00	21095
9/28/2023	$50,000.00	1036 RB Partners
10/23/2023	$50,000.00	21185
Total: $360,000.00		

Ralph Brendle Expenses for GCS Inc. of Boiling Springs		
Date	Description	Amount
4/1/2023	HomeTrust SBA	$10,000.00
5/1/2023	HomeTrust SBA	$10,000.00
6/1/2023	HomeTrust SBA	$10,000.00
7/1/2023	HomeTrust SBA	$10,000.00
7/12/2023	SCDNR Renewal	$450.00
5/1/2023	One Spartanburg Renewal	$495.00
8/1/2023	HomeTrust SBA	$20,000.00
8/23/2023	Davani-Salt-Bird Pens	$267.75
8/15/2023	Freeman Gas	$1,300.00
8/25/2023	NAGA Annual Dues	$100.00
9/1/2023	HomeTrust SBA	$20,000.00
Total: $82,612.75		

Net Credit to Purchaser at First Closing: $277,387.25

EXHIBIT "C"
Table of Scheduled Closings

Closings	Closing Dates	Property Descriptions (all acreages are approximate)	Purchase Price	Comments
1	ASAP	Approx. 210 acres (p/o 2-10-00-004.02) western side of Wilkie Bridge Road	$4,241,600.00 cash necessary to payoff of seller's SBA loan and a seller promissory note for the balance (Note #1)	Riverbend Partners puts a $2MM bank mortgage on the 210 acres and Ralph puts a third-party pledge bank mortgage on 2-10-00-110.00 (26 acres), all condominium units, 2-10-00-109.00 (5.8 acres), 2-10-00-108.00 (8.3 acres) and 2-10-00-107.00 (33.69 acres).
2	On or about 11/30/23	2-10-00-110.00 (26 acres), all condominium units, 2-10-00-109.00 (5.8 acres), 2-10-00-108.00 (8.3 acres) and 2-10-00-107.00 (33.69 acres)	$1,200,000.00 cash paid at closing	No mortgage
3	On or about July 31, 2024	2-10-010.00 (30.74), 2-10-00-111.00 (34 acres) and 2-10-00-112.00 (33 acres)	Cash to payoff balance of Note #1 (after applying all lease payments* and credits)	No mortgage
4	On or about October 31, 2024	Approx. 110 acres (p/o 2-10-00-004.02)	Cash and promissory note for balance of the total $8MM purchase price remaining due at that time for 2 years at 3.5% interest	First Priority Seller Mortgage on the 110 acres(p/o 2-10-00-004.02) eastern side of Wilkie Bridge Road

*At Closing #1 the parties will also execute a net lease (tenant pays all taxes, insurance and property-related expenses) on all properties with $50K monthly lease payments (all lease payments applicable to the balance of Note #1) with payments ceasing when Note #1 is paid in full (no later than the third closing date) but the lease otherwise remains in place until all properties are purchased.

FRED H. BECK AND ASSOCIATES, LLC
Real Estate Appraisers
& Consultants

APPRAISAL REPORT

212.08 Acres of Vacant Land
1000 Wilkie Bridge Road
Inman, Spartanburg County, South Carolina 29349
(HomeTrust Bank File ID: 230824006 / Lender Loan Number: 236145)

PREPARED FOR

HomeTrust Bank
Attn: Appraisal Manager
320 Ridgefield Court
Asheville, NC 28806

DATE OF REPORT

September 21, 2023

EFFECTIVE DATE OF APPRAISAL

"As Is" – September 13, 2023

APPRAISED BY

FRED H. BECK & ASSOCIATES, LLC
Fred H. Beck, Jr., MAI, CCIM
Michael T. Slattery

8000 Corporate Center Drive, Suite 110, Charlotte, North Carolina 28226-4205
Phone: 704.544.4884 / Website: www.fredhbeck.com

EXHIBIT
12
ROA0841

FRED H. BECK AND ASSOCIATES, LLC
Real Estate Appraisers & Consultants

September 21, 2023

HomeTrust Bank
Attn: Appraisal Manager
320 Ridgefield Court
Asheville, NC 28806

REFERENCE: 212.08 Acres of Vacant Land
1000 Wilkie Bridge Road
Inman, Spartanburg County, South Carolina 29349
(HomeTrust Bank File ID: 230824006 / Lender Loan Number: 236145)

To Whom It May Concern:

As requested, we have inspected the above-mentioned property for the purpose of providing an opinion of its market value(s). Based on our inspection and analysis of the information obtained, it is our opinion that the market values of the subject property are summarized as follows:

MARKET VALUE CONCLUSION					
Section	Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion	
Phase 1	"As Is" Market Value	Fee Simple Interest	September 13, 2023	$	2,100,000
Phase 2	"As Is" Market Value	Fee Simple Interest	September 13, 2023	$	2,495,000
Phase 2	Entitlement Premium of 35 Lots			$	353,628
Phase 2	Total "Upon Completion of Entitlements" Market Value			$	2,850,000

This value conclusion is supported by the data and reasoning set forth in the attached narrative. Your attention is invited to the Assumptions and Limiting Conditions attached and made a part of this report. We certify that we have no present or contemplated future interest in the property appraised and that our fee for this assignment was in no way contingent upon the value conclusions supplied. This appraisal assignment was not based on a requested minimum valuation, specific valuation, or the approval of a loan.

The following report complies with the standards and regulations outlined in Title XI of the *Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989* **(FIRREA)**. This report complies with the *Uniform Standards of Professional Appraisal Practice* **(USPAP)** including the ethics and competency provisions, as promulgated by the Appraisal Standards Board of The Appraisal Foundation. In addition, the report conforms to the *Federal Deposit Insurance Corporation* **(FDIC)** and *Office of the Comptroller of the Currency's* **(OCC)** appraisal standards.

8000 Corporate Center Drive, Suite 110, Charlotte, North Carolina 28226-4205
Phone: 704.544.4884 / Website: www.fredhbeck.com

The undersigned hereby acknowledges considerable input, investigation, and analysis by Michael T. Slattery, who contributed to the information set forth in the attached narrative. Thank you for the opportunity to be of service and please let us know if you have any questions.

Respectfully Submitted,
FRED H. BECK & ASSOCIATES, LLC

Fred H. Beck, Jr., MAI, CCIM
State-Certified General Real Estate Appraiser
S.C. Certificate No. CG1117

Michael T. Slattery
State-Certified General Real Estate Appraiser
S.C. Certificate No. CG8059

CERTIFICATE OF THE APPRAISER / MAI

I, ***Fred H. Beck, Jr., MAI, CCIM***, certify that, to the best of my knowledge and belief:

1. The statements of facts contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported Assumptions and Limiting Condition, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to this property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), and with the requirements of the State of North Carolina for State Certified Appraisers. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirement of the Appraisal Institute relating to review by its duly authorized representatives.
9. I have not made personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification, other than Michael T. Slattery.
11. As of the date of this report, Fred H. Beck, Jr., MAI, CCIM has completed the continuing education program for Designated Members of the Appraisal Institute.
12. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

9/21/2023

FRED H. BECK, JR., MAI, CCIM — **DATE**

State-Certified General Real Estate Appraiser
S.C. Certificate No. CG1117

CERTIFICATE OF THE APPRAISER

I, ***Michael T. Slattery***, certify that, to the best of my knowledge and belief:

1. The statements of facts contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported Assumptions and Limiting Condition, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. I have no bias with respect to this property that is the subject of this report or to the parties involved with this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP), and with the requirements of the State of North Carolina for State Certified Appraisers. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

8. The use of this report is subject to the requirement of the Appraisal Institute relating to review by its duly authorized representatives.

9. I have made personal inspection of the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the person signing this certification, other than ***Fred H. Beck, Jr., MAI, CCIM.***

11. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

	9/21/2023
MICHAEL T. SLATTERY	**DATE**

State-Certified General Real Estate Appraiser
S.C. Certificate No. CG8059

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS
212.08 Acres of Vacant Land
1000 Wilkie Bridge Road
Inman, Spartanburg County, South Carolina 29349
(HomeTrust Bank File ID: 230824006 / Lender Loan Number: 236145)

Property Location	1000 Wilkie Bridge Road, Inman, Spartanburg County, South Carolina 29349
Property Owner	Riverbend Properties, Inc
Contractual Purchase	Riverbend Partners L.L.C. (Phase 1 $1,868,000 and Phase 2 $2,373,600)
Date of Report	September 21, 2023
Effective Date of Appraisal	September 13, 2023 ("As Is")
Property Rights Appraised	Fee Simple Interest
Zoning	none
Tax Map Reference	2-10-00-004.02 (portion), 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, and 2-10-00-004.18
Land Area	212.08 Acres ; 93.4 Acres (Phase 1) + 118.8 Acres (Phase 2)
FEMA Flood Map No.	In reference to flood plain, according to community panel number 45083C0045D, published by the Federal Emergency Management Agency (FEMA) as of January 6, 2011, the site is located within Zone X "an area determined to be outside the 500-year flood plain"
Improvements	None
Present Use	Vacant Land
Highest and Best Use	Residential development
Appraisal Procedures	Sales Comparison Approach

SUMMARY OF VALUES

MARKET VALUE CONCLUSION

Section	Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Phase 1	"As Is" Market Value	Fee Simple Interest	September 13, 2023	$ 2,100,000
Phase 2	"As Is" Market Value	Fee Simple Interest	September 13, 2023	$ 2,495,000
Phase 2	Entitlement Premium of 35 Lots			$ 353,628
Phase 2	Total "Upon Completion of Entitlements" Market Value			$ 2,850,000

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INTRODUCTION

PROPERTY IDENTIFICATION

The property being appraised in this report consists of 212.08 acres of vacant land located along Wilkie Bridge Road with a street address of 1000 Wilkie Bridge Road, outside the city limits of Inman, Spartanburg County, South Carolina 29349. It is identified as PIN numbers 2-10-00-004.02 (portion), 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, and 2-10-00-004.18. The total parcel contains 322.15 acres; however, this assignment includes only the 212.08 acres on the west side of Wilkie Bridge Road. The remaining acreage is located on the east side of Wilkie Bridge Road, and is not part of this appraisal. The subject property is divided into 2 sections; Phase 1 consists of 14 lots containing a total of 93.4 acres, and Phase 2 which consists of 1 lot containing 118.68 acres. Various exhibits further describing and/or depicting the subject property are included throughout the body of this report and in the addenda. An aerial tax plat of the subject property is presented below.

AERIAL TAX PLAT OF SUBJECT PROPERTY

PROPERTY HISTORY

According to the Spartanburg County public records, the subject property is presently held in the ownership of **Riverbend Properties, Inc.**, who acquired the property from Frances McMillan, Myrtle McMillan Baiden and Elizabeth McMillan Bean on July 24, 1992 for $365,504 as recorded in Deed Book 59-D, Page 358. This appears to be an arm's transaction. This included 395.23 acres. We are unaware of any other transfers of the subject property within the last three years of the effective date of this report. The subject property contains 212.08 acres and is currently under contract for sale to RIVERBEND PARTNERS L.L.C. in two separate contracts. Phase 1 (93.40 acres) are under contract for $1,868,000, or $20,000 per acre. Phase 2 (118.68 acres) are under contract for $2,373,600, or $20,000 per acre. The buyer informed us the property was not listed on the open market, and that he knew the current owner and approached him regarding a sale. The buyer has spent approximately $55,000 on the entitlements of the Phase 1 land. We are to value the 93.40 acres "As Is," and value the 118.68 acres "As Is" as well as "Upon Completion of Entitlements."

DATE OF REPORT

The date of this report is September 21, 2023.

DATE OF INSPECTION

The subject was physically inspected on September 13, 2023.

VALUES REPORTED

Values are typically reported on the basis of one or more of the following situations.

> Market Value "As Is" on the Appraisal Date: Market Value "As Is" on the appraisal date is an opinion of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared.
>
> Prospective Value Upon Completion of Construction: Prospective value "upon completion" of construction is the prospective future value of a property on the date that construction, conversion, or rehabilitation is completed, based upon market conditions forecast to exist as of that completion date. The opinion of value at this stage of value should be stated in current dollars as of a current date.
>
> Prospective Value Upon Reaching Stabilized Occupancy: Prospective value "upon reaching stabilized occupancy" is the prospective future value of a property when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy at the market rent level. The opinion of value at this stage of value should be stated in current dollars as of a current date.
>
> Retrospective Market Value: A retrospective value is an opinion of value that is provided as of a specific historic date, utilizing data and market perceptions as of that historic date.

For this appraisal, we have developed an "As Is" market value opinion.

EFFECTIVE DATE OF VALUE

The effective date of the "As Is" value is September 13, 2023.

INTENDED USE/USER OF REPORT

The intended user of this appraisal is **HOMETRUST BANK**. The intended use is for potential loan underwriting purposes.

DEFINITION OF "MARKET VALUE"

This appraisal was developed to provide an opinion of "market value" of the subject. The following definition of market value is approved by the Office of the Comptroller of the Currency of the United States of America and by the Office of Thrift Supervision in compliance with Title XI of the Financial Institutions Reform Recovery and Enforcement Act (FIRREA). For the purposes of this analysis, market value is defined as follows:

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> 1) Buyer and seller are typically motivated.
> 2) Both parties are well informed or well advised, and acting in what they consider their own best interests.
> 3) A reasonable time is allowed for exposure in the open market.
> 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
> 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[1]

PROPERTY RIGHTS APPRAISED

The three primary types of property rights that may be appraised are defined as follows:

FEE SIMPLE INTEREST

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

LEASED FEE INTEREST

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

LEASEHOLD INTEREST

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.[2]

Herein, we will provide an opinion of value of the **FEE SIMPLE INTEREST** of the subject.

---

[1] Code of Federal Regulations (CFR), Title 12, §34.42(g). *55 Federal Register* 34696, August 24, 1990, as amended at *57 Federal Register* 12202, April 9, 1992; *59 Federal Register* 29499, June 7, 1994.

[2] *The Dictionary of Real Estate Appraisal*, 7th ed. Chicago, IL: The Appraisal Institute. 2022. Page 105.

TYPE OF REPORT

According to the Uniform Standards of Professional Appraisal Practice, Standards Rule 2-2, each written appraisal report must be prepared under one of the following options:

> ***APPRAISAL REPORT***
>
> The minimum content of an Appraisal Report is to *summarize* the scope of work, information analyzed, appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions.[3]
>
> ***RESTRICTED APPRAISAL REPORT***
>
> The minimum content of the Restricted Appraisal Report is to *state* the scope of work and the appraisal methods and techniques employed; *state* the value opinion(s) and conclusion(s) reached; and reference the appraiser's workfile.[4]

The reporting option utilized must be consistent with the intended use of the appraisal and prominently stated within the report. This appraisal is prepared as an **APPRAISAL REPORT.**

SPECIAL APPRAISAL INSTRUCTIONS

There have been no special appraisal instructions for this assignment.

APPRAISER COMPETENCY

Fred H. Beck, Jr., MAI, CCIM and Michael T. Slattery, both South Carolina Certified General Real Estate Appraisers, have been appraising vacant land for over 20 years combined. In the past twenty years, Mr. Beck, Mr. Slattery and Fred H. Beck & Associates, LLC, have appraised numerous vacant land parcels in South Carolina and North Carolina. Therefore, we have met the requirements of the USPAP Competency Provision.

[3] *Uniform Standards of Professional Appraisal Practice*, 2020-2021 ed. Washington, DC: The Appraisal Foundation. 2020. Standards Rule 2-2(a), Pages 20-22, Lines 589-640.

[4] *Uniform Standards of Professional Appraisal Practice*, 2020-2021 ed. Washington, DC: The Appraisal Foundation. 2020. Standards Rule 2-2(b), Pages 22-23, Lines 641-689.

SCOPE OF WORK

The report must contain sufficient information to allow intended users to understand the scope of work performed. The following steps were completed for this assignment:

1. We identified the subject.
2. We understood and clearly stated the intended use and user of the report.
3. We applied appropriate appraisal methodology in accordance with USPAP.
4. We analyzed the comparable data to arrive at a probable range of value via each approach utilized.
5. We reconciled the results of each approach into a credible final opinion of value, as defined herein; and
6. We estimated a reasonable exposure time and marketing time associated with the value opinion.

As part of these specific steps, we conducted several independent analyses. In addition to data compiled by Fred H. Beck & Associates, LLC on a regular basis, the investigations undertaken, and major data sources utilized are discussed in the following paragraphs.

LEGAL CONSTRAINTS

The subject property is situated outside the city limits of Inman, Spartanburg County, South Carolina, and is subject to the provisions of the Spartanburg County Zoning Ordinance. According to the Spartanburg County zoning records, there is no zoning designation for the property. For taxing purposes, the assessor classifies the subject as residential. There appear to be no other legal constraints other than zoning which would impact the value or marketability of the subject property.

AREA AND NEIGHBORHOOD ANALYSIS

An inspection of the surrounding neighborhood was conducted on September 13, 2023. Information on the surrounding area was obtained from various publications, our files, and discussions with real estate professionals familiar with the area.

SITE DESCRIPTION AND ANALYSIS

The site was inspected on September 13, 2023 and photographs of the subject property were taken at that time. In addition, tax and legal descriptions were also researched around this time.

IMPROVEMENT DESCRIPTION AND ANALYSIS

There are no improvements since the subject is vacant land.

COST APPROACH

The cost approach is typically not germane when appraising vacant land. Furthermore, market participants and professional peers tend to rely most heavily on the Sales Comparison Approach to arrive at an estimate of value for vacant land parcels like the subject. Given the foregoing, we have stayed consistent with the market and focused our analyses on the Sales Comparison Approach and did not include the Cost approach. The omission of the Cost Approach is not considered misleading and does not diminish the credibility of our final estimate of value for the subject property.

INCOME APPROACH

The Income Approach is typically not germane to the valuation of vacant land except in cases where the property can generate a quantifiable and sustainable income stream (such as a land lease or subdivision sellout.) Given the foregoing, we have not used this approach in our analysis of the subject property. Furthermore, the exclusion of the Income Approach does not lessen the reliability of the value opinion(s) concluded in this report.

SALES COMPARISON APPROACH

We researched the neighborhood and surrounding areas for recent sales of similar vacant land parcels. The same sources utilized in the Area and Neighborhood Analysis were also used to obtain comparable sales and listings. We included the most comparable land sales in this report. In estimating "As Is" value of the subject property, we used the price per acre.

EXTRAORDINARY ASSUMPTIONS

There are no extraordinary assumptions in this assignment.

HYPOTHETICAL CONDITIONS

There are no hypothetical conditions in this assignment.

JURISDICATIONAL EXCEPTIONS

There are no jurisdictional exceptions that apply to this assignment.

SUPPLEMENTAL STANDARDS

This firm has an executed engagement letter from the client, a copy of which is included in the addenda of this report.

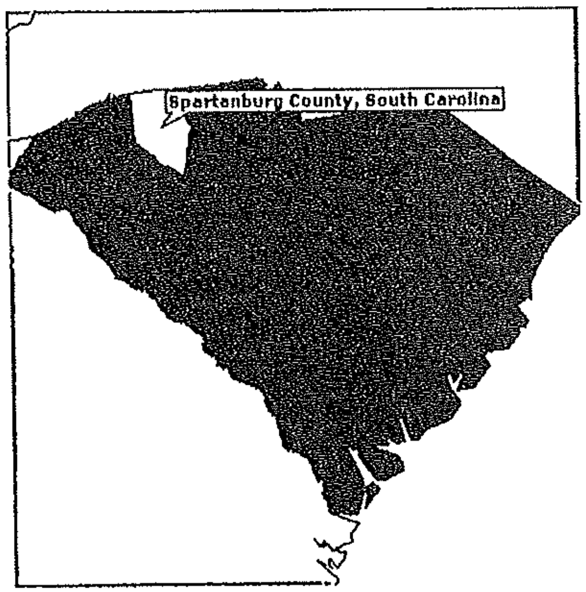
TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR REPORT SERVICES

The contract for report, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report, unless otherwise specified. **FRED H. BECK & ASSOCIATES, LLC** or those assisting in preparation of the report, will not be asked, or required to give testimony in court or hearing because of having made the report, in full or in part, nor engage in post report consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

AREA PROFILE
INMAN/SPARTANBURG COUNTY, SOUTH CAROLINA

INTRODUCTION

The value of real property is directly related to economic and demographic forces within its metropolitan area. Those forces are analyzed by the appraiser and used in determining appreciation/depreciation, the highest and best use of the site, and reconciliation of the three approaches into a final opinion of value. The metropolitan components of the local market that influence property values are discussed within the following narrative.



LOCATION

Inman is a small community located in upstate South Carolina. It is in Spartanburg County and is also part of the Spartanburg MSA. Inman is accessible by Interstate 26 and Interstate 85. Below is a chart illustrating the distance of Inman to other cities in South Carolina.

INMAN • DISTANCE TO SELECT CITIES		
Greenville, SC	Southwest	19 miles
Rock Hill, SC	East	64 miles
Columbia, SC	Southeast	96 miles
Florence, SC	Southeast	152 miles

SOURCE: Synergos Technologies, Inc. | www.ersys.com

POPULATION

The following statistics at the city, county, and MSA levels are available through Claritas, LLC. Current estimates and future projections are based on Census 2020 data applied to an urban growth simulation model. Historical & projected population statistics are summarized as follows.

AREA POPULATION STATISTICS							
Area	Census 2010	Census 2020	Annual Change	Estimate 2023	Annual Change	Projection 2028	Annual Change
Inman	2,409	2,990	2.2%	3,216	2.5%	3,446	1.4%
Spartanburg County	284,355	327,997	1.4%	342,074	1.4%	362,643	1.2%
Spartanburg MSA	1,336,571	1,487,610	1.1%	1,528,354	0.9%	1,596,880	0.9%
Source: Claritas, LLC							

The table shows the trend in area population from 2010 to 2023 and projections between 2023 and 2028. Between 2010 and 2020, the population increased in each area at annual rates ranging from 1.1% to 2.2%. Between 2020 and 2023, the population continued to increase in each data set at rates ranging from 0.9% to 2.5%. The population trends posted over the past thirteen years are projected to continue through 2028, with annual growth rates of 1.4% in Inman, 1.2% in Spartanburg County, and 0.9% in the MSA.

HOUSEHOLDS

Again, current estimates and future projections are based on Census 2020 data applied to an urban growth simulation model. Historical household statistics for the area are summarized as follows.

AREA HOUSEHOLD STATISTICS							
Area	Census 2010	Census 2020	Annual Change	Estimate 2023	Annual Change	Projection 2028	Annual Change
Inman	938	1,130	1.9%	1,209	2.3%	1,295	1.4%
Spartanburg County	109,263	125,836	1.4%	131,263	1.4%	139,200	1.2%
Spartanburg MSA	522,034	587,680	1.2%	605,107	1.0%	633,919	0.9%
Source: Claritas, LLC							

The previous discussion of area population trends is also applicable to household trends. Between 2010 and 2020, the number of households increased within each area at annual rates ranging from 1.2% to 1.9%. Household growth continued between 2010 and 2023, at rates of 2.3% in Inman, 1.4% in Spartanburg County, and 1.0% in the MSA. Claritas, LLC projects households to continue increasing over the next five years at growth rates of 1.4% in Inman, 1.2% in Spartanburg County, and 0.9% in the MSA.

2023 EMPLOYMENT STATISTICS

The following estimated employment statistics were obtained from Claritas, LLC.

EST. 2023 EMPLOYMENT STATISTICS						
	Inman		Spartanburg County		Spartanburg MSA	
Description	Total	% Tot	Total	% Tot	Total	% Tot
OVERALL CLASSIFICATION						
For-Profit Private Workers	1,168	75.3%	119,380	74.7%	517,463	72.5%
Non-Profit Private Workers	118	7.6%	9,948	6.2%	52,484	7.4%
Local Government Workers	77	5.0%	8,363	5.2%	36,465	5.1%
State Government Workers	79	5.1%	8,065	5.0%	37,296	5.2%
Federal Government Workers	8	0.5%	1,609	1.0%	8,249	1.2%
Self-Employed Workers	98	6.3%	11,928	7.5%	59,445	8.3%
Unpaid Family Workers	3	0.2%	573	0.4%	1,982	0.3%
Total Employment	1,551	100%	159,866	100%	713,384	100%
INDUSTRY CLASSIFICATION						
Architect/Engineer	19	1.2%	3,369	2.1%	19,109	2.7%
Arts/Entertainment/Sports	23	1.5%	1,953	1.2%	11,107	1.6%
Building & Grounds Maintenance	73	4.7%	4,955	3.1%	25,234	3.5%
Business/Financial Operations	66	4.3%	5,781	3.6%	30,584	4.3%
Community/Social services	20	1.3%	3,103	1.9%	12,893	1.8%
Computer/Mathematical	44	2.8%	3,176	2.0%	13,956	2.0%
Construction/Extraction	54	3.5%	6,140	3.8%	34,320	4.8%
Education/Training/Library	83	5.4%	9,062	5.7%	42,405	5.9%
Farming/Fishing/Forestry	31	2.0%	725	0.5%	2,126	0.3%
Food Preparation/Serving	60	3.9%	10,142	6.3%	41,545	5.8%
Health Practitioner/Technician	34	2.2%	9,273	5.8%	46,259	6.5%
Healthcare Support	105	6.8%	4,310	2.7%	21,041	2.9%
Maintenance Repair	42	2.7%	6,798	4.3%	26,598	3.7%
Legal	21	1.4%	1,637	1.0%	5,955	0.8%
Life/Physical/Social Science	6	0.4%	660	0.4%	4,471	0.6%
Management	156	10.1%	13,894	8.7%	68,452	9.6%
Office/Administrative Support	199	12.8%	17,913	11.2%	72,589	10.2%
Production	209	13.5%	20,215	12.6%	79,337	11.1%
Protective Services	27	1.7%	2,676	1.7%	12,430	1.7%
Sales/Related	126	8.1%	13,746	8.6%	69,556	9.8%
Personal Care/Services	30	1.9%	3,856	2.4%	16,943	2.4%
Transportation/Moving	123	7.9%	16,482	10.3%	56,474	7.9%
Total Employment	1,551	100%	159,866	100%	713,384	100%

Source: Claritas, LLC

LABOR FORCE

The following labor force statistics were obtained from the US Bureau of Labor Statistics and represent the most current data available as of the report date.

AREA LABOR FORCE STATISTICS										
Annual Average Year:	2014	2015	2016	2017	2018	2019	2020	2021	2022	July '23
Spartanburg County										
Total Civ Labor Force	136,871	139,790	141,957	143,524	146,428	151,786	155,960	154,865	154,045	161,099
Total Employment	128,416	131,890	135,410	137,850	141,962	148,026	146,077	148,786	149,194	155,348
Total Unemployment	8,455	7,900	6,547	5,674	4,466	3,760	9,883	6,079	4,851	5,751
Unemployment Rate	6.2%	5.7%	4.6%	4.0%	3.0%	2.5%	6.3%	3.9%	3.1%	3.6%
Spartanburg MSA										
Total Civ Labor Force	148,365	151,336	153,389	154,804	157,587	163,084	167,412	166,206	165,232	172,755
Total Employment	138,946	142,533	146,146	148,531	152,664	158,940	156,508	159,416	159,854	166,447
Total Unemployment	9,419	8,803	7,243	6,273	4,923	4,144	10,904	6,790	5,378	6,308
Unemployment Rate	6.3%	5.8%	4.7%	4.1%	3.1%	2.5%	6.5%	4.1%	3.3%	3.7%
STATE & NATIONAL RATES										
South Carolina	6.3%	5.9%	4.9%	4.2%	3.4%	2.8%	6.0%	3.9%	3.2%	3.5%
United States	6.2%	5.3%	4.9%	4.4%	3.9%	3.7%	8.1%	5.3%	3.6%	3.9%*
Source: US Bureau of Labor Statistics								*August '23		

The unemployment rate in the county spiked from 3.1% in March 2020 to 13.4% in April 2020 which was mainly due to the Covid-19 pandemic. There has been improvement, with the unemployment rate in the county reported to have declined to 3.6% in July 2023. Similar changes in employment are noted in the state which is 3.5% as of July 2023. Typically, the unemployment rate in Spartanburg County has been similar to what has been seen on a statewide basis. Over time, we anticipate that employment levels will improve and the Spartanburg County / MSA job markets will remain strong.

2023 INCOME STATISTICS

Current area income statistics are summarized in the following table.

2023 HOUSEHOLD INCOME STATISTICS		
Area	Average	Median
Inman	$79,531	$60,191
Spartanburg County	$81,375	$61,070
Spartanburg MSA	$85,582	$61,564
Source: Claritas, LLC		

As illustrated in the chart above, the average income levels locally are slightly less than the county and the MSA.

TRANSPORTATION

An essential ingredient for a vital metropolitan area is an extensive, well-rounded transportation system. The area has an excellent transportation network that allows easy access by road, air, and rail to the rest of the United States. The area is well served by a number of interstate highways that includes Interstate 26, which runs in a southeast to northwest direction in the western section of the city of Spartanburg. To the south, I-26 connects to Columbia, intersecting with I-20 and I-77, continuing south to intersect I-95, and continuing on to Charleston. To the north, I-26 connects to Asheville, North Carolina, intersecting with I-40, and eventually connecting with Interstate 81 in Tennessee.

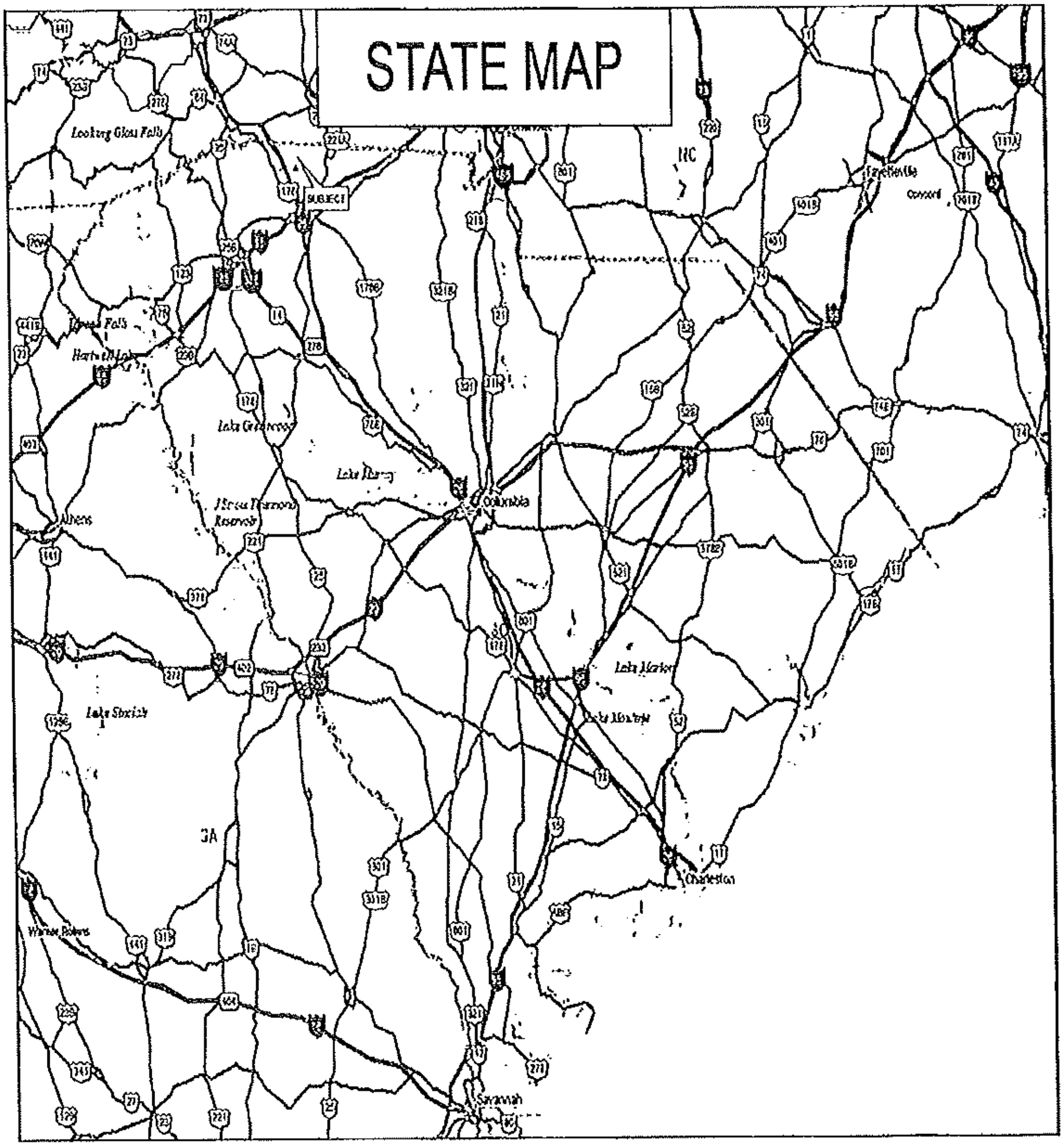
Interstate 85 has a northeast-southwest orientation, along the northern perimeter of the city of Spartanburg. To the east, I-85 connects to Charlotte, intersecting with I-77, and continuing to Raleigh, intersecting with I-40. To the west, I-85 connects to Greenville, continuing to Atlanta, Georgia, intersecting with I-20 and I-75. Therein, the interstate system connects the Spartanburg area to southeastern centers of commerce such as Atlanta and Charlotte, and has numerous interstate connections to other areas of the United States.

EDUCATION

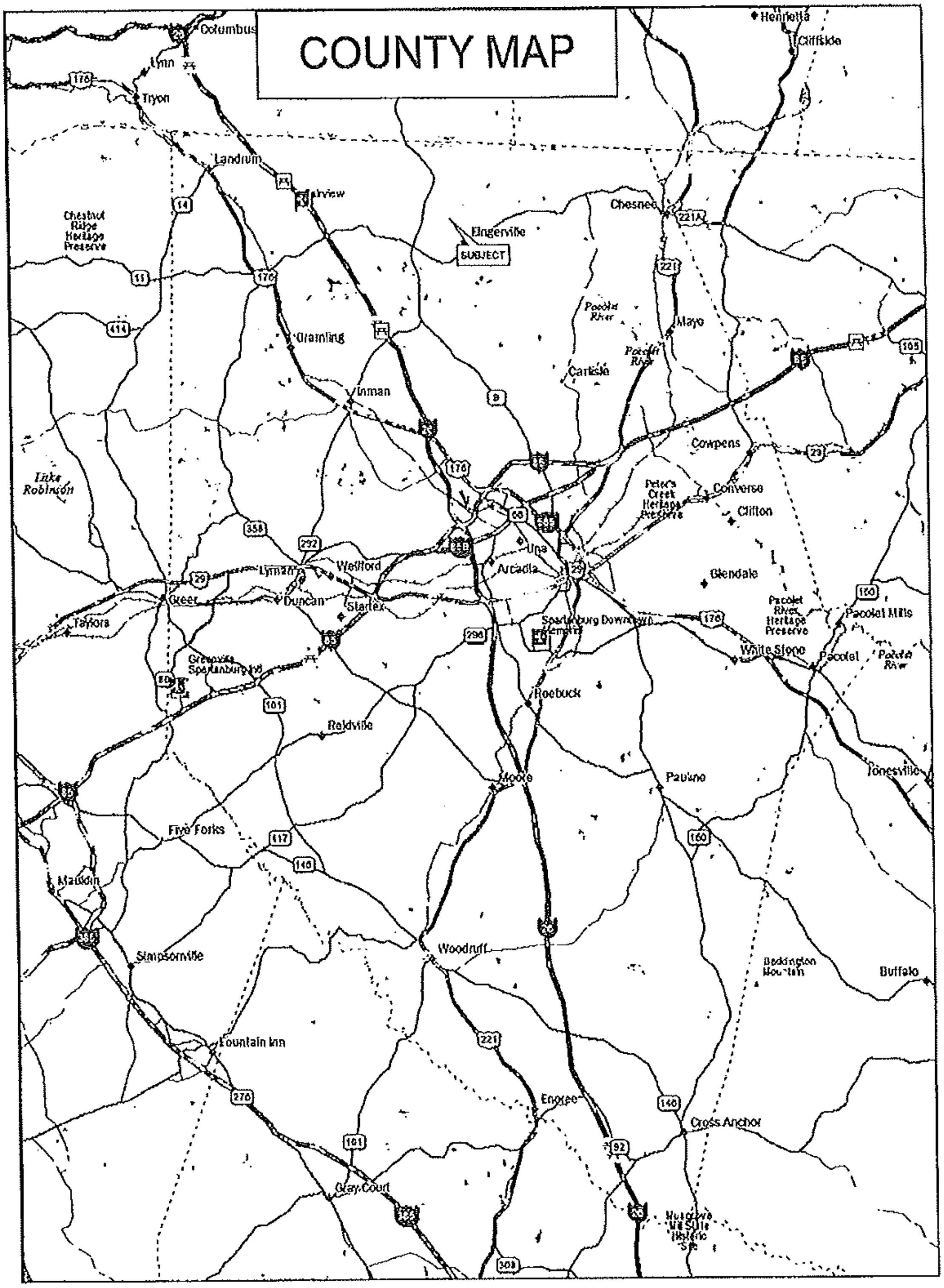
Spartanburg County has seven school districts in addition to the South Carolina School for the Deaf and the Blind. The immediate Spartanburg area includes School Districts 6 and 7. Spartanburg County schools serve approximately 45,000 students. They operate 39 elementary schools, 15 middle or junior high schools, 9 high schools, and 4 career centers or vocational schools. Spartanburg County also has a number of private and parochial schools. Recognized for its commitment to primary and secondary education, Spartanburg County boasts Average SAT scores for college-bound seniors that exceed the national average SAT scores as well as the South Carolina average scores. Innovative programs to encourage technology education, such as a program that allows students to take home computers for the school year to enhance their computer skills.

CONCLUSION

Based on our foregoing analysis, Spartanburg County is positioned with new industry and a strong workforce to excel. Current income and employment statistics are similar to state levels. The general economic outlook for Spartanburg County is positive.


STATE MAP
SUBJECT
Looking Glass Falls
Columbia
Charleston
Savannah
Athens
Warner Robins
NC
GA
Lake Murray
Lake Marion
Lake Moultrie
Lake Sinclair
Fayetteville
Concord

COUNTY MAP



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NEIGHBORHOOD ANALYSIS

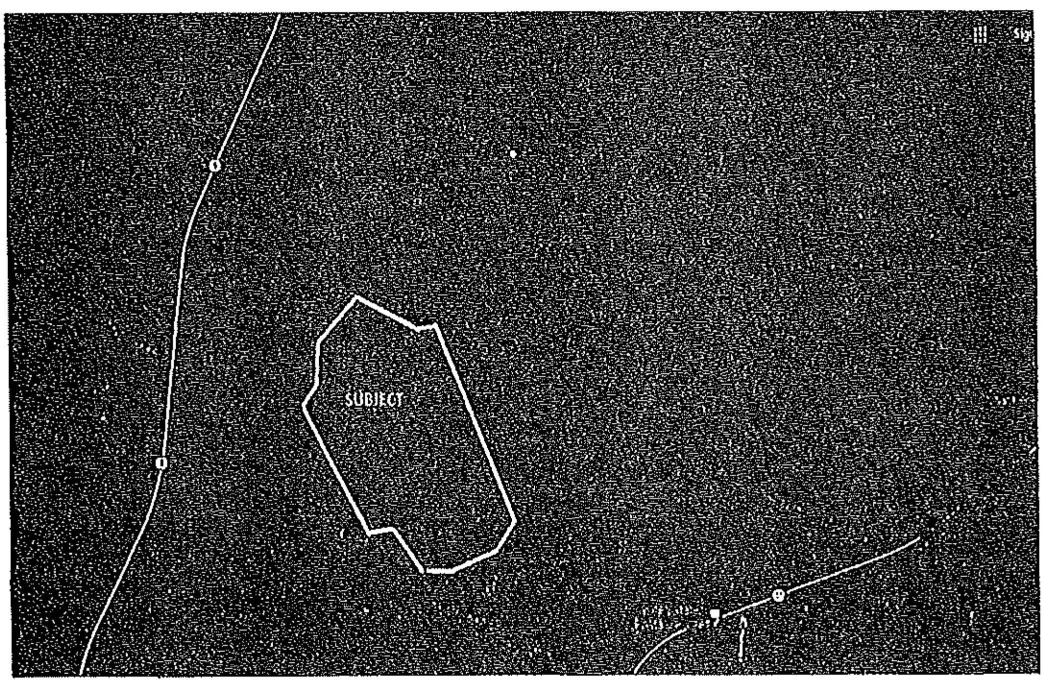
DEFINITION

Within a community, there is a marked tendency toward the grouping of land uses. The areas devoted to these various uses are termed "physical neighborhoods". Neighborhood use in this context is further defined as:

> "A portion of a larger community, or an entire community, in which there is a homogenous grouping of inhabitants, buildings or business enterprises. Inhabitants of a neighborhood usually have a more than casual community of interests and a similarity of economic level or cultural background. Neighborhood boundaries may consist of well defined, natural or man-made barriers or they may be, more or less, well defined by distinct change in land use or in the character of the inhabitants."

LOCATION

The subject is located on the west side of Wilkie Bridge Road, between Wilkins Ford Road to the north and Rainbow Lake Road to the south. It has the address of 1000 Wilkie Bridge Road, Inman, South Carolina. The neighborhood boundaries can be loosely defined as the SC Highway 9 corridor from Little Africa Road to the north to SC Highway 11 (aka Cherokee Foothills Scenic Highway) to the south. The surrounding properties are mainly vacant land and residential. An aerial map of the immediate area is illustrated below:



AERIAL VIEW OF IMMEDIATE SUBJECT AREA

ROA0862

LAND USE PATTERNS

The immediate area contains mainly vacant land, with some residential scattered throughout. Commercial development is to the south and west.

TRAFFIC ARTERIES/TRANSPORTATION

Primary access to the neighborhood is provided by the subject roadway, as well as SC Highway 9 to the west and SC Highway 11 to the south. Interstate 26 is further to the west. In addition, Greenville-Spartanburg International Airport is approximately 29 miles to the southwest.

UTILITIES

The subject neighborhood is served by public water (Liberty Chesnee Fingerville Water District - LCF.) Cable, electricity, television, and internet service are provided by private companies. Municipal utilities are assumed to be available in adequate quantity to meet the needs of the neighborhood.

ZONING

The subject neighborhood is situated in the outside the city limits of Inman in Spartanburg County, and therefore is subject to the Spartanburg County Zoning Department Regulations. The subject property has no Zoning Ordinance. The County has a UNIFIED LAND MANAGEMENT AGREEMENT ORDINANCE. This will be discussed later in this appraisal. Based on our inspection of the neighborhood, it is our opinion that land use patterns in the neighborhood are complementary.

ENVIRONMENTAL CHARACTERISTICS

The primary environmental characteristics to be considered are any nuisances or hazards that result from land uses within the subject neighborhood. We were not provided with any Environmental Site Assessment (ESA.) At the time of our inspection, we did not observe any environmental characteristics that would affect the subject. However, we suggest an expert in this field be retained.

DEMOGRAPHICS

Population growth has been on an upward trend within the subject neighborhood since the 2020 Census. Selected neighborhood demographics in a one-mile, three-mile, and five-mile radius from the subject are shown on the following page:

Trade Area: 1000 Wilkie Bridge Road - 1 mi., 1000 Wilkie Bridge Road - 3 mi., 1000 Wilkie Bridge Road - 5 mi.

	1000 Wilkie Bridge Road - 1 mi.	1000 Wilkie Bridge Road - 3 mi.	1000 Wilkie Bridge Road - 5 mi.
Population			
2010 Census	276	4,510	12,957
2020 Census	328	5,194	15,033
2023 Estimate	343	5,419	15,744
2028 Projection	365	5,748	16,793
Population Growth			
Percent Change: 2010 to 2020	18.84	15.17	16.02
Percent Change: 2020 to 2023	4.57	4.33	4.73
Percent Change: 2023 to 2028	6.41	6.07	6.66

	1000 Wilkie Bridge Road - 1 mi.	1000 Wilkie Bridge Road - 3 mi.	1000 Wilkie Bridge Road - 5 mi.
Households			
2010 Census	104	1,733	4,979
2020 Census	124	1,985	5,731
2023 Estimate	130	2,072	6,006
2028 Projection	138	2,199	6,407
Household Growth			
Percent Change: 2010 to 2020	19.23	14.54	15.10
Percent Change: 2020 to 2023	4.84	4.38	4.80
Percent Change: 2023 to 2028	6.15	6.13	6.68

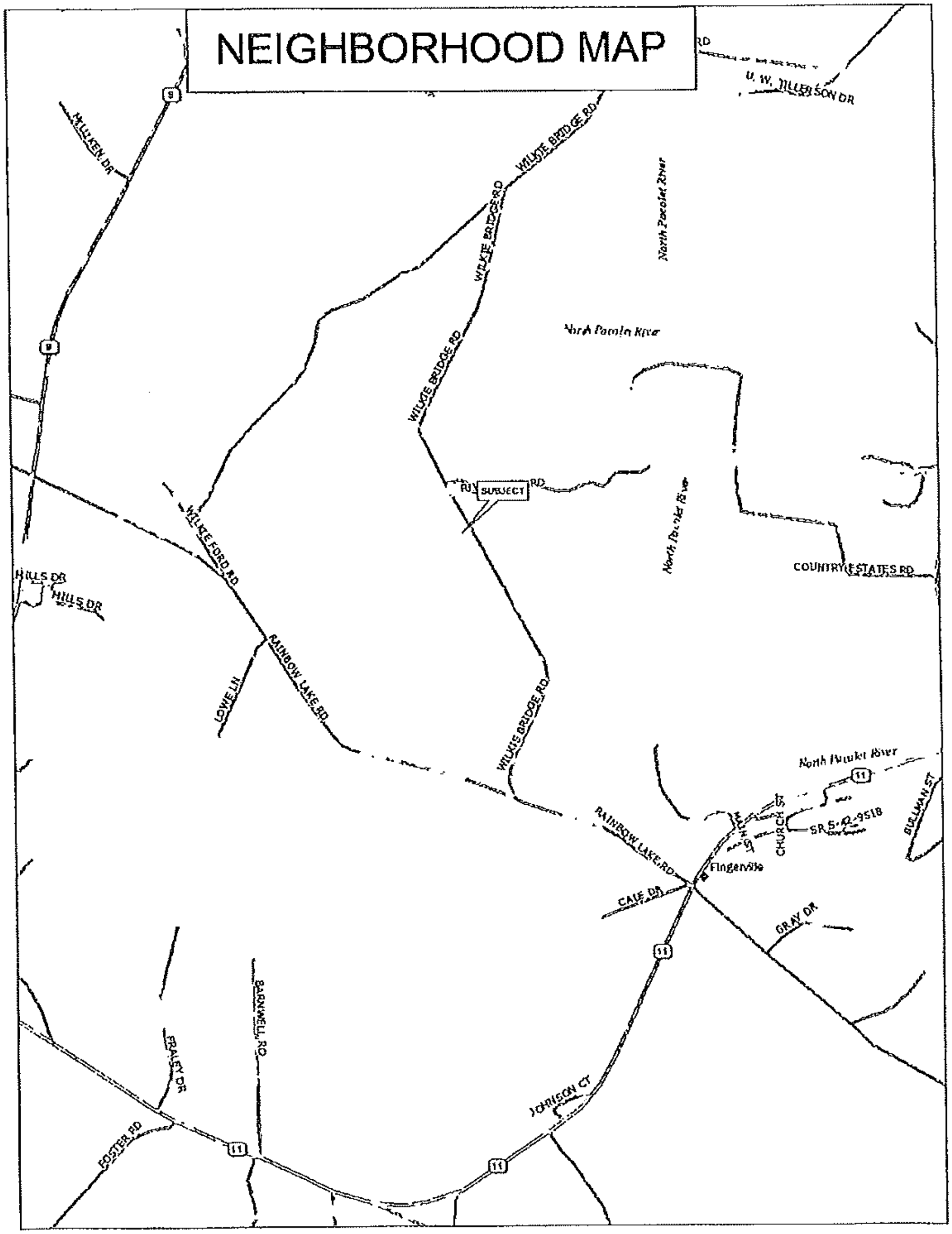
	1000 Wilkie Bridge Road - 1 mi.	1000 Wilkie Bridge Road - 3 mi.	1000 Wilkie Bridge Road - 5 mi.
Family Households			
2010 Census	77	1,353	3,689
2023 Estimate	97	1,615	4,467
2028 Projection	103	1,712	4,765
Family Household Growth			
Percent Change: 2010 to 2023	25.97	19.39	21.09
Percent Change: 2023 to 2028	6.19	6.01	6.67

Benchmark: USA

CONCLUSION

In summary, the neighborhood appears stable with a good mix of commercial and residential uses. In considering the four life cycles that neighborhoods generally have, such as growth, stability, decline or revitalization, the neighborhood is considered to be in a growth stage.

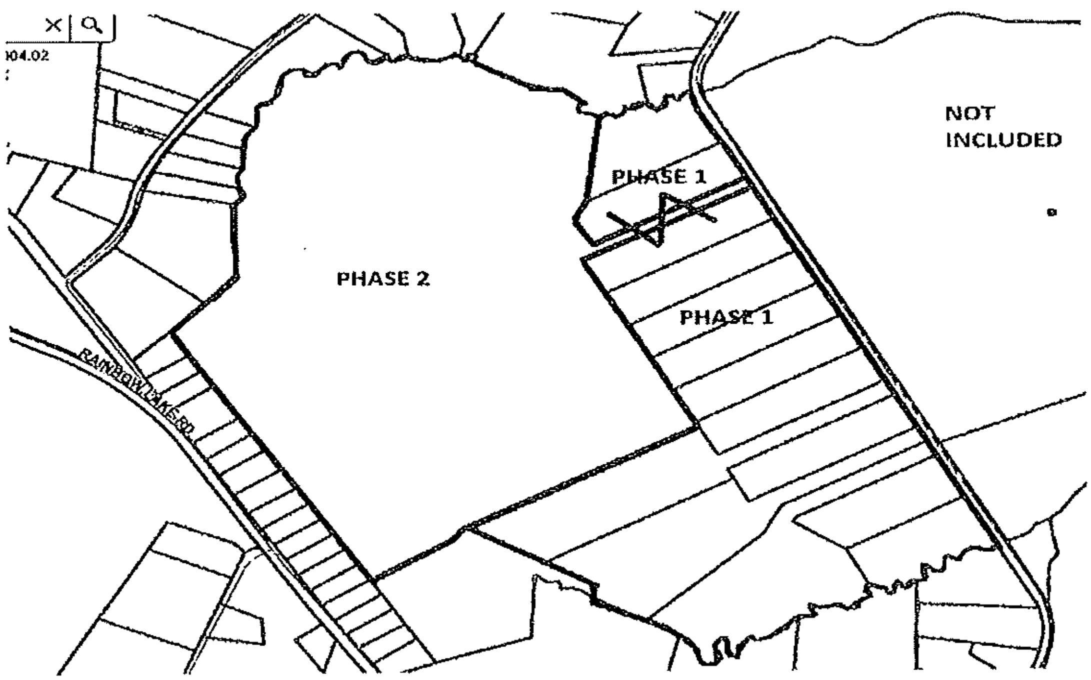
NEIGHBORHOOD MAP



SITE ANALYSIS

LOCATION

The subject site is located on the west side of Wilkie Bridge Road, outside the city limits of Inman, Spartanburg County, South Carolina. The street address is 1000 Wilkie Bridge Road, Inman, South Carolina 29349. The property is identified by the Spartanburg County Tax Assessor's office as PIN numbers 2-10-00-004.02 (portion), 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, and 2-10-00-004.18.) The acreage on the east side of Wilkie Bridge Road is not included in this appraisal. The tax map of the subject property is presented as follows.



TAX MAP OF SUBJECT PROPERTY

SIZE/DIMENSIONS

According to the information provided to us, the site contains 322.15 total acres, of which 212.08 acres on the west side of Wilkie Bridge Road is the subject portion. Furthermore, Phase 1 consists of 14 lots totaling 94.3 acres, and Phae 2 consists of 1 lot containing 118.68 acres. It will be split into 37 lots (36 buildable lots and 1 pond.) The remainder located on the east side of Wilkie Bridge Road is not included in this appraisal. The site is irregular in shape as shown on the preceding tax map. A breakdown of the lots and acres is summarized on the following page.

Phase I	Parcel ID	Acres
	2-10-00-004.05	5.63
	2-10-00-004.06	5.02
	2-10-00-004.07	5.05
	2-10-00-004.08	5.05
	2-10-00-004.09	5.04
	2-10-00-004.10	5.04
	2-10-00-004.11	5.04
	2-10-00-004.12	5.04
	2-10-00-004.13	12.47
	2-10-00-004.14	5.03
	2-10-00-004.15	12.16
	2-10-00-004.16	12.77
	2-10-00-004.17	5.02
	2-10-00-004.18	5.04
Total		93.40

Phase 2	Prospective Lot	Acres
	16	2.52
	17	2.99
	18	3.21
	19	3.07
	20	4.00
	21	4.70
	22	4.83
	23	3.58
	24	2.58
	25	2.63
	26	2.55
	27	2.55
	28	2.55
	29	2.43
	30	2.67
	31	4.23
	32	3.06
	33	2.48
	34	2.48
	35	2.48
	36	2.48
	37	2.81
	38	3.63
	39	3.76
	40	2.69
	41	2.47
	42	2.47
	43	2.37
	44	2.54
	45	2.67
	46	3.3
	47	2.93
	48	3.44
	49	2.54
	50	2.34
	51	2.36
Total		106.39

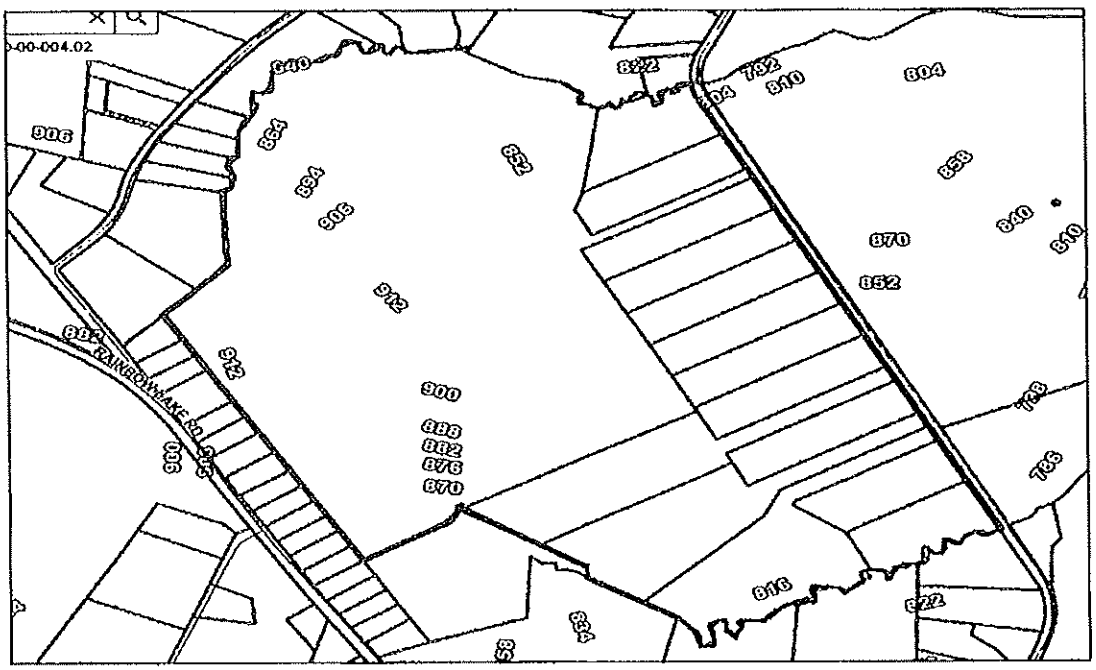
There is a 5.58 acre lot which we have not included as it is not a buildable lot. In addition, there are three roadways. Adding the 5.58 acre pond and roadways to the 106.39 in the chart above totals the 118.68 acres for Phase 2.

TOPOGRAPHY

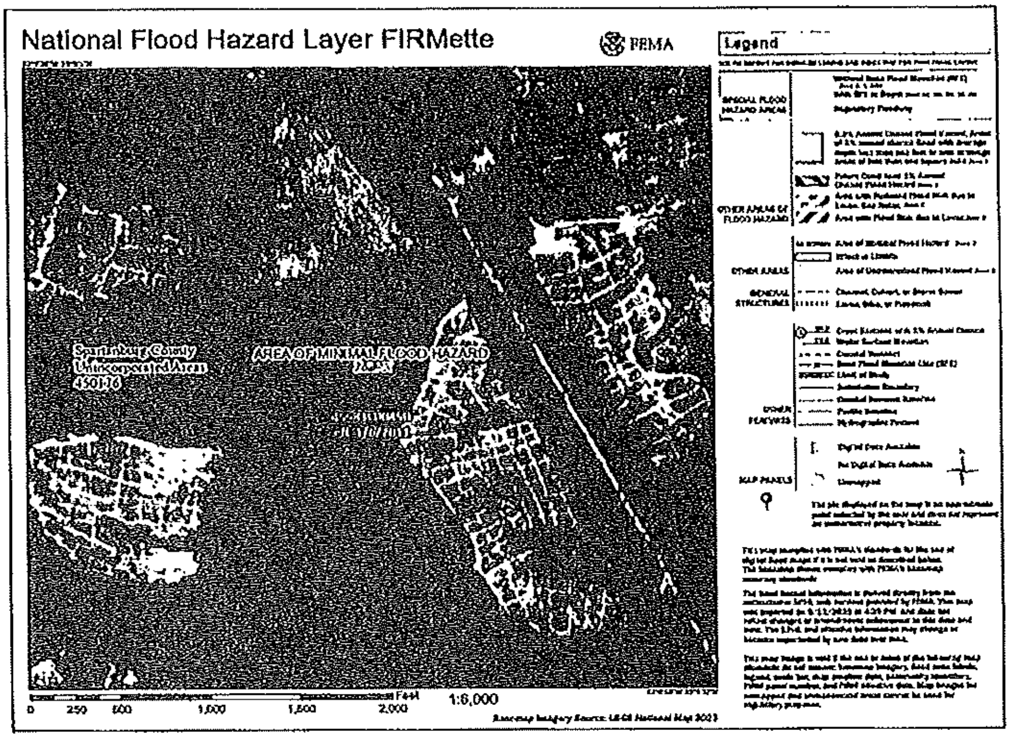
The topography of the site is generally level and part sloping in various places. A copy of the topography map is located on the following page.

FLOOD PLAIN

In reference to flood plain, according to community panel number 45083C0045D, published by the Federal Emergency Management Agency (FEMA) as of January 6, 2011, the site is located within Zone X "an area determined to be outside the 500-year flood plain." A copy of the flood map is included on the following page. reader's reference.



TOPOGRAPHY MAP



FLOOD MAP

SOIL ANALYSIS

We were not provided with any Environmental Site Assessments (ESA.) The values rendered herein are predicated upon the assumption that no additional adverse soil conditions exist to the level that would preclude development. We reserve the right to modify any value conclusions as a result of a current soil analysis. We suggest an expert in this field be retained.

EASEMENTS/ENCROACHMENTS

Based on review of the property, the subject appears to be encumbered by typical roadway and utility easements granted to public bodies and utility companies. We are unaware of any other encroachments encumbering the subject property.

LEGAL CONSTRAINTS

The subject neighborhood is situated in the outside the city limits of Inman in Spartanburg County, and therefore is subject to the Spartanburg County Zoning Department Regulations. The subject property has no Zoning Ordinance. The County has a UNIFIED LAND MANAGEMENT AGREEMENT ORDINANCE. Therefore there is no specific zoning code for the subject property. The legal constraints will be discussed in detail within the *Zoning/Land Use Control* section later in the report.

ACCESS / FRONTAGE

The subject is located on the west side of Wilkie Bridge Road. Access and frontage of the subject site is considered good.

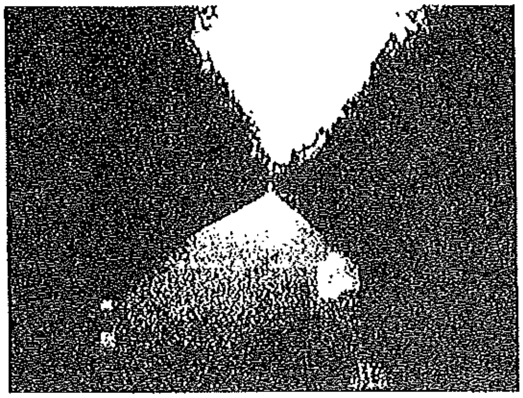
UTILITIES

The subject property has access to all municipal utilities, including electricity, natural gas, water, internet, and telephone. The available utilities are assumed to be adequate.

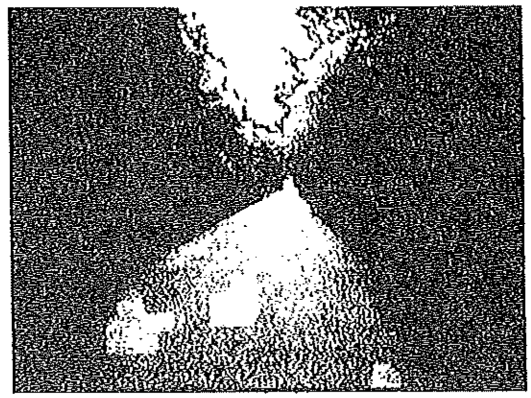
SUMMARY

It is our opinion that the site does not have any characteristics that would impede its use as a residential property. Based on our inspection, the site appears functionally adequate in each of the categories discussed above.

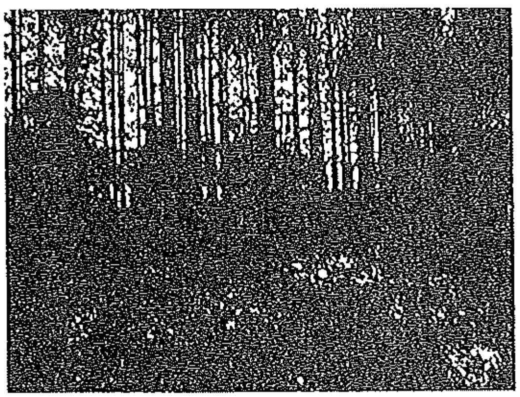
SUBJECT PHOTOGRAPHS



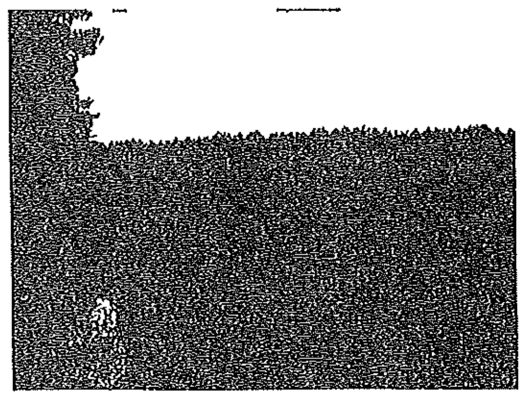
Street view facing northerly along Wilkie Bridge Road. Subject on the left.



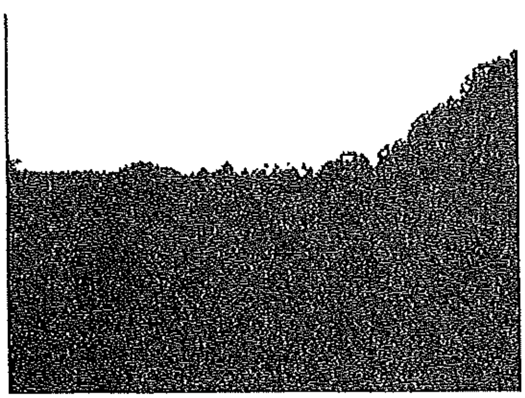
Street view facing southerly along Wilkie Bridge Road. Subject on the right.



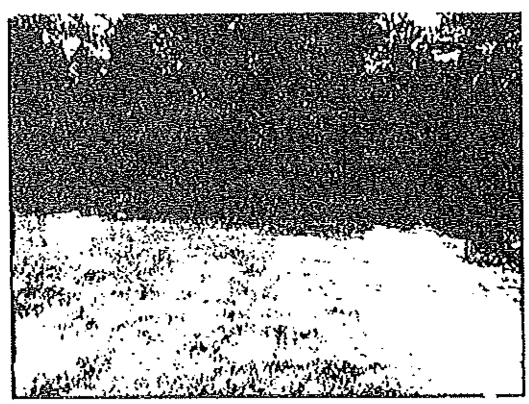
Illustrates a portion of the Wilkie Bridge Road frontage.



Illustrates a portion of the easterly portion of the site.



Illustrates a portion of the central portion of the site.



Illustrates a portion of the central portion of the site.

SUBJECT PHOTOGRAPHS

Illustrates a portion of the central portion of the site.

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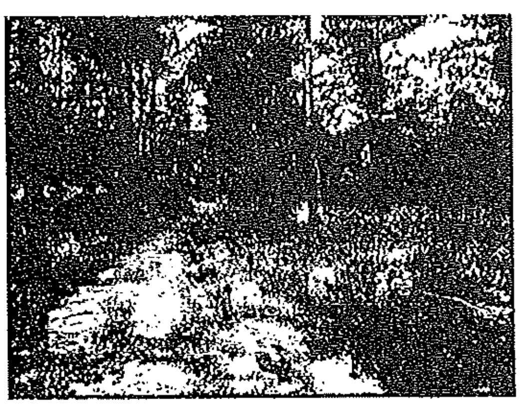

Illustrates a portion of the westerly portion of the site.

Further illustrates a portion of the site.

ASSESSMENTS AND TAXES

South Carolina has no state property taxes and no intangibles tax. Local taxing authorities levy real and personal property taxes, which in the case of the subject, is Spartanburg County. The formula for the calculation of real property taxes in South Carolina is as follows:

(Market Value) x (Assessment Ratio) x (District Millage Rate) = Tax Burden

MARKET VALUE

The subject is identified in the Spartanburg County Tax Assessor's Office as a portion of tax map reference number 2-10-00-004.02. The 14 lots in Phase 1 are not individually assessed or taxed yet, as they were recently subdivided from 2-10-00-004.02 (reportedly a few weeks ago.)

As per the Spartanburg County Assessor website, "County-wide reassessments in South Carolina are implemented every five years as required by statutes. Implementation is taxpayers are notified of the changes in value and tax bills are issued based on those new values. A County may elect to delay the implementation of a county-wide reassessment for one year by passing an ordinance." Spartanburg County was last reassessed in 2020, with the next one scheduled for 2025. According to our review of tax records, Spartanburg County currently has a tax value for the subject of $33,090. The following chart summarizes the assessment.

	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
= Total Market Value	$2,609,028	$1,811,825	$1,971,825	$1,971,825
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	($2,575,933)	($1,778,735)	($1,938,735)	($1,938,735)
= Total Taxable Value	$33,090	$33,090	$33,090	$33,090
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
= Total Assessed Value	$1,324	$1,324	$1,324	$1,324

ASSESSMENT RATIO

Assessment ratios are established by the S.C. Department of Revenue based on property classifications, as shown in the following table. The subject is classified as a "Primary Residences" classification and is assessed at a ratio of **4.0%**.

Type of Property	Assessment Ratio
Manufacturing Property	10.5% of fair market value
Primary Residences	4.0% of fair market value
All Other Real Property	6.0% of fair market value
Personal Property	10.5% of Income tax depreciated value

Therefore, the subject's Assessed Value per the Spartanburg County Tax Assessor's Office is 4% of the Spartanburg County's indicated subject Market Value.

DISTRICT MILLAGE RATE AND TAXES

As of the date of this report, the 2023 county millage rate is .35350 mills. The calculation for the taxes for the entire parcel are illustrated as follows.

Tax ID Number	2-0-00-004.02 (portion)
Land Assessment	$2,609,028
Improvements Assessment	$0
Total Assessment Value	$13,025,000
Less Ag Credit	($2,575,938)
Capped Value	$33,090
Assessment Rate	4%
Assessment Value	$1,320 (R)
County Millage Rate (2022-2023)	0.35350
Gross Tax	$466.62
Taxes	$467 (R)

SUMMARY

The subject's 2022-2023 real estate taxes are calculated by the Spartanburg County Tax Assessor's Office as being $466.62. The 2022 taxes were paid late and received a penalty of $69.99 plus costs of $135.00. This totals **$672 Rounded** ($466.62 + $69.99 + $135.00.) A copy of the 2022-2023 tax bill is summarized on the following page.

KEEP THIS SIDE FOR YOUR RECORDS

REMIT PROPERTY TAX NOTICE TO:
OREN L BRADY III, SPARTANBURG COUNTY TREASURER
PO BOX 5807
SPARTANBURG SC 29304

SPARTANBURG COUNTY, SC
PROPERTY TAX NOTICE
TAX YEAR 2022

RECEIPT NUMBER	REAL ASSESSMENT	TAX LEVY	PROPERTY TAX
145952-22-3			
SPARTANBURG COUNTY	1,320	353.60	466.62
CITY/TOWN			

DISTRICT	NO. ACRES	NO LOTS	ACRES/LOTS APPRAISAL	NO BLDGS	BLDG APPRAISAL	BLDG ASSESSMENT
2LWNPF	322.15	0		0		0

REAL ESTATE ASSESSMENT

APPRAISED VALUE		ASSESS %		ASSESSED VALUE
33,090	x		x	1,320

REAL ESTATE ASSESSMENT	
DESCRIPTION	NET TAX AMT
EDUCATION SCHOOL	341.22
GEN COUNTY OPERATING BUDGET	60.77
COUNTY BOND DEBT SERVICE	8.81
LIBRARY	13.73
COUNTY WIDE FIRE	0.66
FIRE DISTRICT	15.64
FIRE DISTRICT BONDS	0.00
WATER DISTRICT	0.00
SEWER	0.00
CHARLES LEA CENTER	1.72
SPARTANBURG COMM COLLEGE	8.16
PARK FUND	6.34
FEDERAL STORMWATER MANDATE	1.32
TWIN LAKES	0.00

NET TAX DUE IF PAID BY Jan 18, 2023	
TAXES	466.62
HOMESTEAD EX	0
SALES TAX CR	0
SCHOOL CR	0
PENALTY	69.99
INTEREST	0.00
FEES	0.00
NET DUE	671.61

RETURN THIS SIDE WITH PAYMENT

145952-22-3
RIVERBEND PROPERTIES INC

Pay online at
www.spartanburgcountytax.com

Tax Year 2022	Tax Map Number	2-10-00-004.02

PROPERTY DESCRIPTION	[illegible]
APPRAISED VALUE (TAXABLE)	33,090
PROPERTY TAX AMOUNT (COUNTY)	466.62
PROPERTY TAX AMOUNT (CITY)	0
LESS STATE HOMESTEAD	-0
EXEMPTION (COUNTY)	-0
SCHOOL CREDIT	-0
PENALTY	69.99
INTEREST	0.00
FEES	0.00
COSTS	135.00
AMOUNT PAID ========>	1671.61

CHANGE MY ADDRESS TO:

PENALTY AMOUNTS DUE AFTER 01/18/2023	
AFTER 01/18/2023 THRU 02/01/2023	0.00
AFTER 02/01/2023 THRU 03/18/2023	0.00
AFTER 03/18/2023, TAXES MUST BE PAID IN DELINQUENT TAX OFFICE	

It is likely that the assessments and resulting taxes will change after the sales transactions, as the subject portion contains 14 individual lots consisting of 93.4 acres (Phase I) and 118.62 acres (Phase 2.)

ZONING/LAND USE CONTROL

The subject property is located in Spartanburg County and Spartanburg County has no Zoning Ordinance. The County has a UNIFIED LAND MANAGEMENT AGREEMENT ORDINANCE. It is described as an ordinance of Spartanburg County, South Carolina, regulating the use of certain buildings, structures and land, the height of buildings and structures, the size of yards, the development of flood plain areas, multi-family dwellings, manufactured homes, airport environs, land subdivisions, and other land developments, the erection of signs and storm water runoff, defining terms herein; providing for the method of administration and amendment; and providing for the imposition of penalties for the violation of the provisions of this ordinance.

ANALYSIS AND CONCLUSION

The county has no zoning districts or specific requirements. As per our conversation with the Spartanburg County Planning Department, the subject is zoned "residential" for tax purposes only. In addition, there is no traditional zoning designation for the subject, as are typically found in other municipalities. Each project is evaluated on its own merits.

MARKETING TIME AND EXPOSURE TIME

The marketability analysis focuses on marketing time and exposure time, both of which are functions of time, price, use, and market conditions. The *market conditions* component distinguishes marketing time from exposure time because these two conditions often differ in a dynamic market. USPAP defines **MARKETING TIME** as "an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or a benchmark price during the period immediately after the effective date of an appraisal." Marketing time is a forecast that is made looking forward from the effective date of an appraisal.[5] USPAP defines **EXPOSURE TIME** as "an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." [6]

The subject property consists of 212.08 acres. Portions of the site are cleared, and portions contain tree brush. For this property type, typical purchasers would include local and regional investors and/or developers who would develop it into a residential development. Several sources of information were reviewed in order to determine a typical marketing time for the property. We also considered information derived from interviews with local area real estate professionals and brokers who are active in selling vacant land and/or improved properties for redevelopment. The consensus was a marketing time of twelve months or more to dispose of the overall subject property if the property were prudently priced and professional marketing efforts are applied. We believe the discussion of the marketing period is also applicable to the exposure time, and a period of twelve months or more is identified. Pricing would typically be based primarily on recent sale data for similar type properties.

[5] *USPAP Advisory Opinions*, 2020-2021 ed. Washington, DC: The Appraisal Foundation. 2020. AO-7, Page 74, Lines 13-15.

[6] *Uniform Standards of Professional Appraisal Practice*, 2020-2021 ed. Washington, DC: The Appraisal Foundation. 2020. Definitions, Page 4, Lines 108-110.

HIGHEST AND BEST USE

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the study of a property's area, through more detailed marketability studies into the financial analysis of alternatives to determine the most profitable use, and finally to the reconciliation and formal conclusion of highest and best use, the timing of that use, and the most probable buyer. All these forms of analysis are interrelated processes that measure the economic potential of alternative uses of real estate.[7] *The Dictionary of Real Estate Appraisal* defines **HIGHEST AND BEST USE** as:

> "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."[8]

The first sentence contains a simple definition and the second states the requisite criteria for "reasonably probable" use. The first three conditions that must be satisfied are:

- The use must be *physically possible* (or it is reasonably probably to render it so).
- The use must be *legally permissible* (or it is reasonably probably to render it so).
- The use must be *financially feasible*.

Uses that meet the three criteria of reasonably probable uses are tested for economic *productivity*, and the reasonably probable use with the highest value is the highest and best use.

The highest and best use for land or a property can be defined in two ways: as vacant and as improved. The highest and best use of a site as though vacant assumes that a parcel of land is vacant or that it can be made vacant through the demolition of any improvements. The question to be answered in this type of analysis is 'What use should be made of it and what, if any, type of building or other improvement should be constructed on the land?" The second type, highest and best use of a property as improved, pertains to the use that should be made of the property as it currently exists. The question is "should the existing improvements be maintained, renovated, expanded, partially demolished, or completely demolished and replaced with a different type of use altogether?"

For each type of highest and best use, the criteria considered are that the highest and best use must be (1) legally permissible, (2) physically possible, (3) financially feasible, and (4) maximally productive. Based on the foregoing, we will present an analysis "As Vacant."

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[7] *The Appraisal of Real Estate Appraisal*. 15th ed. Chicago, IL: The Appraisal Institute. 2020. Page 305.

[8] *The Dictionary of Real Estate Appraisal*. 7th ed. Chicago, IL: The Appraisal Institute. 2022. Page 88.

AS VACANT

LEGALLY PERMISSIBLE

The first criterion identifies what uses are legally permissible under the current zoning classification and/or deed restrictions. The property has no zoning. There are plans to develop the site with a single-family development. As previously stated, any development plans require approval.

PHYSICALLY POSSIBLE

The second criterion for analyzing highest and best use of the site considers what uses would be physically adaptable to the site. Some uses may be inappropriate due to physical characteristics such as size, shape, ingress and egress, utilities, soil conditions, and topography. The site is considered functional for most of the legally permissible uses. The size is the primary factor, which limits the size of potential improvements. The subject site contains an area of 212.08 acres which is large enough to accommodate a variety of residential type projects. Access and visibility of the subject site are considered good and the property has access to municipal utilities. Soil conditions are assumed to be adequate for development. Based on the physical characteristics of the site, it is our opinion that the subject site is physically capable of supporting any of the legally permissible potential uses.

FINANCIALLY FEASIBLE

The third criterion for determining the highest and best use analyzes those uses that are financially feasible. In considering the physical characteristics of the site, the current approval process, and surrounding land use pattern, the most likely use would be some type of residential use. The subject appears to be financially feasible for the allowable type uses, and based upon the surrounding uses, some type of residential use is considered to be the most likely use.

MAXIMALLY PRODUCTIVE

The use, which results in the maximum profitability of the site, is beyond the scope of this assignment. The recipient of the property's productivity (e.g., the lender, equity investor, the public, etc.) greatly determines what the use should be. Regardless, the use(s) for the subject should conform to the neighborhood trends and be consistent with existing land uses. The maximum profitable use would be for some type of residential development.

METHOD OF VALUATION

The appraisal process typically involves three approaches in determining value, which consists of the Cost Approach, Income Approach and Sales Comparison Approach. A brief description of each technique is as follows:

THE COST APPROACH

An appraisal procedure using depreciated replacement or reproduction costs of improvements plus land value as a basis for estimating market value. The underlying assumption is that an informed purchaser will pay no more than the cost of producing a substitute property with the same utility as the subject property.

THE INCOME APPROACH

An appraisal procedure using capitalization of expected future income as a basis for estimating market value. The underlying assumption is that an informed purchaser will pay no more for the subject property than would have to be paid for another property with an income stream of comparable amount, duration, and quality.

THE SALES COMPARISON APPROACH

An appraisal procedure using sale prices of properties similar to the subject property as a basis for estimating market value. The underlying assumption is that an informed purchaser will pay no more for a property than would have to be paid for a similar property of comparable utility.

APPRAISAL PROCEDURES

In valuing the subject, the Sales Comparison Approach was used to estimate the value of the subject site as vacant land. The Cost Approach and Income Approach were not used since they are not typically used in the valuation of (vacant) land. Based upon the foregoing, the exclusion of the Cost Approach and Income Approach are not considered misleading as they are typically not necessary in arriving at a credible value conclusion for land.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the assumption that an informed purchaser will pay no more for a property than the cost of acquiring an existing property of similar utility. Typically, one would estimate the value of the subject property by comparing the sales prices of recent transactions involving property similar to the subject. Adjustments are made to each sale for dissimilarities as compared to the subject property. These adjustments may include the date of sale, location, age, floor plan, condition, quality, size, or external factors that may influence rents or occupancy levels. Typically, the reliability of the sales comparison approach is based on a number of factors such as:

- Availability of comparable sales data.
- Verification of sales data.
- Degree of comparability to the extent that large or numerous adjustments are not necessary to compensate for the differences between the subject property and the comparable sales used.

We have found that the reliability of the sales comparison approach for traditional real estate is very good when valuing vacant land, single-family homes, or small commercial type properties where there is more activity, a larger data base and greater degree of comparability. However, for more complex, larger properties such as mixed-use projects, the required adjustments are often numerous and the degree to which they can be performed without a considerable amount of subjectivity can be difficult.

There are obviously other differences that must be adjusted in the marketplace. For this report, we analyzed a number of sales; however, has included only those believed to be most similar to the subject. The information from the sales analyzed will be used to determine a value estimate for the subject property (land) by the sales comparison approach.

We conducted research in the subject neighborhood and other locations in Spartanburg County for recent comparable land sales and current listings. Our objective was to secure comparable land sales that eventually could or would be developed in a way similar to that anticipated for development of the subject site. Based upon our research, we have presented the most appropriate comparables for use in our analysis.

The unit of comparison used in our analysis is the sale price per acre of land. A land sale location map is presented after the land sale write-ups, and the adjustment table presented on a subsequent page reflects our analysis of the similarities and dissimilarities relative to the subject and the comparable land sales, with percentage adjustments used to reflect buyer reactions to the different physical characteristics. The adjustment table is followed by a narrative explanation of the adjustments. Each adjustment is not absolute; the objective of the table is to share our thought process with the reader.

We will first analyze the Phase 1 section, which consists of 14 lots totaling 93.4 acres. Next we will analyze the Phase 2 section which consists of 1 lot containing 118.68 acres. In addition, we will analyze the entitlements for Phase 2.

LAND SALE ONE	
Property Identification	
Property Type	Vacant land
Address	375 Lucy P Edwards Road, Woodruff, Spartanburg County, SC
Tax ID	4-33-00-023.01, 4-33-00-032, and 4-33-00-024.05 & 4-33-00-024.10
Sale Data	
Grantor	ANN MYRL L. GIBERT, Thomas F. Gaston, and PATRICIA B. TURNER and FRANKIE T. GILBERT, AS THE PERSONAL REPRESENTATIVES FOR THE ESTATE OF R.V. THEO, and BETTY F. THEO
Grantee	FORESTAR (USA) REAL ESTATE GROUP, INC.
Sale Date	October 28, 2022 (4-33-00-023.01 and 4-33-00-032) and October 25, 2022 (4-33-00-024.05 and 4-33-00-024.10)
Deed Book/Page	139-Q/16, 139-Q/5, and 139-Q/27
Financing	Cash
Sale Price	$1,274,968 + $1,127,000 + $560,000 = $2,961,968 Total
Land Data	
Zoning	PD, Planned Development
Topography	Generally level and part gently sloping
Utilities	All public
Land Size Information	
Gross Land Size	131.05 Acres
Front Footage	Good along Lucy P Edwards Road, Cross Anchor Road, and
Indicators	
Sale Price/Gross Acre	$22,602
Remarks	Vacant land purchased for the development of a residential development, reportedly to contain 608 single family homes.