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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas
Hon. W. Reid Cox, Jr., Special Referee

Appellate Case No. 2025-002595
Lower Case № 2021-CP-24-00361

James Ernest Young, Jr. . . . . Appellant

vs.

Robbie T. Boone and Paula P. Boone. . . . . Respondent

RECORD ON APPEAL

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INDEX

Complaint April 22, 2021 1

Answer and Counterclaim - June 25, 2021 6

Motion and Order For Reference dated December 14, 2023, referring Reid Cox as Special Master. 22

Brief in Support of Plaintiff - April 12, 2024 25

Brief in Support of Defendants - May 14, 2024 37

Plaintiff's Reply to the Brief in Support of Defendants- May 29, 2024 50

Order dated November 7, 2024 and filed November 8, 2024 with the clerk for Greenwood County and filed with the South Carolina Court of Appeals December 31, 2026. 54

Rule 59e Motion- Nov 17, 2024 72

Order of Special Master Reid Cox denying Rule 59c Motion filed December 4, 2025 82

Notice of Appeal filed December 31, 2025 and filed with the Clerk of Court on January 7, 2026 83

Exhibits 1-A through 26 84

Un-numbered Exhibit Affidavit of Dr. James S. Klauber 227

Letters submitted by Appellant 243

Affidavits submitted by Respondents 250

ELECTRONICALLY FILED - 2021 Apr 22 11:24 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
James Ernest Young, Jr.,	)	
	)	
Plaintiff,	)	
	)	2021-CP-24-_____
-vs	)	SUMMONS
	)	
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED TO answer the Complaint in the within action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Complaint on the subscriber hereto at his office, 305 Main Street, Greenwood, South Carolina, within Thirty (30) Days after the service hereof, exclusive of the day of service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

Greenwood, South Carolina

April 22, 2021

/s/ C. Rauch Wise

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Attorney for Plaintiff

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
James Ernest Young, Jr.,	)	
	)	
Plaintiff,	)	
	)	2021-CP-24-_____
-vs	)	COMPLAINT
	)	NON JURY
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

The Plaintiff, complaining of the Defendants, alleges and would show to the Court as follows:

1. The Plaintiff is a citizen and resident of the County of Greenwood, State of South Carolina.

2. The Defendants are citizens and residents of the County of Greenwood, State of South Carolina.

3. The Plaintiff is the owner of lots 1,2,3, and a portion of lot 4 of Block B and lot 10 of Block C of Green Acres Subdivision located in the City and County of Greenwood, State of South Carolina.

4. The Defendants are the owners of Lots 11 and 12 of Block C of Green Acres Subdivision located in the City and County of Greenwood, State of South Carolina.

5. At the time of formation of Green Acres Subdivision, the plat, Recorded in Plat Book 2 at Page 8, left an unnamed road between Block B and Block C of the subdivision.

6. At the time of the purchase of the property by the Plaintiff's predecessor in title, the

unnamed road was left open for future development as a road for the subdivision.

7. Subsequently, on or about April 21, 1954, A. S. Wilkinson and the Plaintiff's predecessor in title, J. Ernest Young, as well as the adjoining landowners to a portion of the unnamed road, agreed to close and abandon a portion of the unnamed road and deeded the portion to be abandoned to the adjoining landowners. This agreement is filed in the Office of the Clerk of Court for the County of Greenwood in Deed Book 105 at 367.

8. Under the terms of the recorded agreement, a portion of the unnamed road was to remain open. The reason for remaining open was that without the remaining portion of the unnamed road, lots 11 and 12 of Block C of the subdivision would have no access to another road and would be land locked. Lots 11 and 12 at the time of the agreement belonged to two different people. Under the Agreement, A. S. Wilkinson retained title to the road. The road was not and has not been abandoned or closed since the signing of the agreement. The remaining portion of the unnamed road has never been an easement, but was a road on the original plat and remains so today.

9. On or about December 30, 1991, Sara Catherine Wilkinson, the sole heir of A. S. Wilkinson, the developer of Green Acres Subdivision, conveyed by Quitclaim deed, all of her right title and interest in the remaining portion of the unnamed road, to James S. Klauder, the predecessor in tittle to the Defendants. The Quitclaim deed refers to the portion of the unnamed road not included in the agreement of April 21, 1954 as remaining open at the time of the Quitclaim deed.

10. After the signing of the April 21, 1954 agreement, the plaintiff and his predecessors in title used the portion of the road remaining open to access the rear of the property of the

ELECTRONICALLY FILED - 2021 Apr 22 11:24 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

Plaintiff for purposes of cutting grass and maintenance of the backside of the home located on the property of the Plaintiff.

11. Beginning in 2018 the Defendants began to use extensively the portion of the unnamed road that was the subject of the Quitclaim deed. Over time, the Defendants proceed to place a fence along the remaining portion of the unnamed road blocking access to the Plaintiff to the backyard of the Plaintiff. Further, the Defendants have built up the unnamed road further blocking access to the backyard of the Plaintiff.

12. At the time of the deed from A. S. Wilkinson to James S. Klauber to the open portion of the unnamed raid, Mr. Klauber acquired, at best, the title to an unnamed road. The road was shown on a plat and by the specific agreement of all adjoining property owners on April 21, 1954 a portion of the unnamed road was to be left open. The unnamed road, therefore, has never been abandoned or closed. As a result the unnamed road remains as a road to which the Plaintiff has legal access.

13. This unnamed road, to which the Plaintiff and his predecessors in title enjoyed unlimited access for a period of over 60 years has now been blocked by the actions of the Defendants.

14. The Plaintiff is informed and believes that he is entitled to an order of this Court requiring the Defendants to remove the obstacles by which the Plaintiff is denied access to the unnamed road.

15. The Plaintiff is further informed and believes that he is entitled to an injunction enjoining the Defendants and any successors in title of the Defendants from obstructing the unnamed road in any manner which prevents any access by the Plaintiff to any portion of the

ELECTRONICALLY FILED - 2021 Apr 22 11:24 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

unnamed road.

WHEREFORE, the Plaintiff prays for an order of this Court as follows:

1. Requiring the Defendants to remove the obstacles by which the Plaintiff is denied access to the unnamed road.

2. Enjoining the Defendants and any successors in title of the Defendants from obstructing the unnamed road in any manner which prevents any access by the Plaintiff to any portion of the unnamed road.

3. For such other and further relief as the Court may deem just.

April 22, 2021

/s/ C. Rauch Wise

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S. C. Bar # 6188

Attorney for James Ernest Young

ELECTRONICALLY FILED - 2021 Apr 22 11:24 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
	)	
James Ernest Young, Jr.,	)	
	)	
Plaintiff,	)	
	)	2021-CP-24-00361
Vs.	)	ANSWER AND COUNTERCLAIMS
	)	
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	
	)	

TO: C. RAUCH WISE, ESQ., ATTORNEY FOR PLAINTIFF

The Defendants, Robbie T. Boone and Paula P. Boone (Collectively "Boone"), by and through the undersigned counsel, hereby answer the allegations of Plaintiff, and would respectfully show unto the Court as follows:

1. That Defendants Boone deny each and every allegation set forth in the Complaint not expressly admitted or explained hereinafter, and demands strict proof thereof.

FOR A FIRST DEFENSE

2. That Defendants Boone admit the allegations of Paragraphs 1 and 2 of Plaintiff's Complaint.

3. That Defendants Boone, in response to the allegations of Paragraph 3 of Plaintiff's Complaint, would admit that Plaintiff is the record titleholder to Lot "A" as shown on that certain Plat recorded in Book 16 at Page 437 in the Office of the Clerk of Court for Greenwood County, attached hereto as Exhibit "A", comprised of lots 1,2,3, portion of 4 of Block B of Green Acres Subdivision and strip of unopened road, and Lot 10 of Block C of Green Acres Subdivision as shown on plat recorded in Book 2 at Page 8 in the Office of the Clerk of Court for Greenwood County, attached hereto as Exhibit "B",

together with strip of unopened road, as conveyed to Plaintiff by Deed of Benjamin McKellar Lawrence dated January 7, 2019, and recorded in the Office of the Clerk of Court for Greenwood County in Book 1609 at Page 1280, attached hereto as Exhibit "C". All inconsistent allegations of Paragraph 3 of Plaintiff's Complaint are denied and strict proof demanded thereof.

4. That Defendants Boone, in response to the allegations of Paragraph 4 of Plaintiff's Complaint, would admit that they are the record titleholder to an unnamed lot together with Lots 11 and 12 of Block C of Green Acres Subdivision along with a strip of property designated as unopened street (All referred to herein as the "Boone Property")as shown on that certain Plat recorded in the Office of the Clerk of Court for Greenwood County in Book 66 at Page 69, attached hereto as Exhibit "D", as conveyed to Paula P. Boone by deed of Carl E. Patterson dated November 21, 2012, and recorded in the Office of the Clerk of Court for Greenwood County in Book 1337 at Page 174, attached hereto as Exhibit "E", and subsequently conveyed from Paula P. Boone to Paula P. Boone and Robbie T. Boone by deed dated November 6, 2018, and recorded in the Office of the Clerk of Court For Greenwood County in Deed Book 1606 at Page 2972, attached hereto as Exhibit "F". All inconsistent allegations of Paragraph 4 of Plaintiff's Complaint are denied and strict proof demanded thereof.

5. That Defendants Boone, in response to the allegations of Paragraph 5 of Plaintiff's Complaint, would crave reference to the Plat recorded in Book 2 at Page 8 in the Office of the Clerk of Court for Greenwood County, attached hereto as Exhibit "B" and deny any inconsistent allegations of Paragraph 5 of Plaintiff's Complaint and demand strict proof thereof.

6. That Defendants Boone deny the allegations of Paragraph 6 of Plaintiff's Complaint and demand strict proof thereof.

7. That Defendants Boone, in response to the allegations of Paragraph 7 of Plaintiff's Complaint, would admit that Plaintiff's immediate predecessor in title was Benjamin

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

McKellar Lawrence, and would deny allegations inconsistent therewith; and would further admit that on or about March 31, 1954, A.S. Wilkinson, J. Ernest Young, Macy May George, Mike G. Miserlis and Sam Agnew entered into an Agreement ("1954 Agreement") subsequently recorded in Deed Book 105 at Page 367, in the Office of the Clerk of Court for Greenwood County, a copy of which is attached hereto as Exhibit "G", to which reference is craved as to the wording and intent of the parties thereto. All allegations of Paragraph 7 of Plaintiff's Complaint inconsistent with or not addressed by the foregoing are denied and strict proof thereof demanded.

8. That Defendants Boone, in response to Paragraph 8 of Plaintiff's Complaint, would admit that A.S. Wilkinson retained title to a small strip of property, and would crave reference to the 1954 Agreement for his intent with regard to the retained strip, but specifically denies that the strip or other property addressed under the 1954 Agreement was ever an open road, or subjected to public use, but had been prior to the 1954 Agreement a proposed road, which was never opened. All remaining allegations of Paragraph 8 of Plaintiff's Complaint are denied and strict proof thereof demanded.

9. That Defendants Boone, in response to Paragraph 9 of the Plaintiff's Complaint, would admit that Sara Catherine Wilkinson, as the sole surviving heir of A.S. Wilkinson conveyed the strip of property shown as unopened street on that certain plat recorded in Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County to James S. Klauber by deed dated December 30, 1991 and recorded in the Office of the Clerk of Court for Greenwood County in Book 366 at Page 862, a copy of which is attached hereto as Exhibit "H". All allegations of Paragraph 9 of the Plaintiff's Complaint inconsistent or not addressed by the foregoing are denied and strict proof demanded thereof.

10. That Defendants Boone deny the allegations of Paragraph 10 of the Plaintiff's Complaint.

11. That Defendants Boone, in response to Paragraph 11 of the Plaintiff's Complaint, would admit that they have made significant and costly improvements to their real property

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

during their period of ownership, but to the extent inconsistent therewith or not addressed by the foregoing all allegations of Paragraph 11 of Plaintiff's Complaint are denied and strict proof demanded thereof.

12. That Defendants Boone deny the allegations of Paragraph 12 of Plaintiff's Complaint.

13. That Defendants Boone deny the allegations of Paragraph 13 of Plaintiff's Complaint.

14. That Defendants Boone deny the allegations of Paragraph 14 of Plaintiff's Complaint.

15. That Defendants Boone deny the allegations of Paragraph 15 of Plaintiff's Complaint.

16. That Defendants Boone deny the prayer for relief requested in Plaintiff's Complaint.

FOR A SECOND DEFENSE AND FIRST COUNTERCLAIM

(Quiet Title)

17. That Defendants Boone incorporate the allegations of Paragraphs 1 through 16 as if set forth herein verbatim.

18. That A.S. Wilkinson conveyed Lot 12 of Block C of Green Acres Subdivision to Mike Miserlis by deed dated March 31, 1954 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 105 at Page 372.

19. That Mike Miserlis conveyed Lot 12 of Block C of Green Acres Subdivision to Grace A. Martin by deed dated October 11, 1977 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 261 at Page 586.

20. That A.S. Wilkinson conveyed the unnamed Lot within Block C of Green Aces Subdivision adjoining Lot 12 to Furman B. Coleman and Lovie F. Coleman by deed

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

dated May 19, 1950 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 85 at Page 225.

21. That Furman B. Coleman and Lovie F. Coleman conveyed the unnamed Lot within Block C of Green Acres Subdivision adjoining Lot 12 to Mike Miserlis by deed dated March 27, 1951, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 86 at Page 120.

22. That Mike Miserlis conveyed the unnamed Lot within Block C of Green Acres Subdivision adjoining Lot 12 to Mary Miserlis by deed dated September 24, 1959 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 142 at Page 101.

23. That Mary Miserlis conveyed the unnamed lot within Block C of Green Acres Subdivision adjoining Lot 12 to Grace A. Martin by deed dated October 20, 1967 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 205 at Page 535.

24. That A.S. Wilkinson conveyed Lot 11 of Block C of Green Acres Subdivision to J.H. Hulsey by deed dated October 11, 1939, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 61 at Page 219.

25. That J.H. Hulsey died intestate on or about December 27, 1945, seized and possessed of Lot 11.

26. That the heirs at law of J.H. Hulsey conveyed Lot 11 of Block C of Green Acres Subdivision to Mike Miserlis by deed dated March 1, 1963 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 170 at Page 454.

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

27. That Mike Miserlis conveyed Lot 11 of Block C of Green Acres Subdivision to Mary Miserlis by deed dated March 11, 1963 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 170 at Page 466.

28. That Mary Miserlis conveyed Lot 11 of Block C of Green Acres Subdivision to Grace A. Martin by deed dated October 20, 1967 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 205 at Page 335.

29. That Grace A. Martin conveyed lots 11, 12 and the unnamed lot within Block C of Green Acres Subdivision to William N. Sperry and Marlene Sperry by deed dated October 25, 1977, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 261 at Page 832.

30. That William N. Sperry and Marlene Sperry conveyed lots 11, 12, and the unnamed lot within Block C of Green Acres Subdivision to James S. Klauber by deed dated December 31, 1991, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 853.

31. That Sara Catherine Wilkinson, as the sole surviving heir to A.S. Wilkinson, conveyed to James S. Klauber that certain parcel or strip of land ("Strip") identified as unopened street on that certain plat recorded in Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County by Quitclaim Deed dated December 30, 1991, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 862.

32. That James S. Klauber conveyed Lots 11, 12 and unnamed Lot within Block C of Green Acres Subdivision (all combined as Lot A) together with the Strip to Karen Hughston Klauber by deed dated April 26, 1999, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 568 at Page 346.

33. That Karen Hughston Klauber n/k/a Karen H. Nichols conveyed Lots 11, 12 and unnamed Lot within Block C of green Acres Subdivision (all combined as Lot A)

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

together with the Strip to Martha Pitts Carey by deed dated May 17, 2000, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 621 at Page 274.

34. That Martha Pitts Carey conveyed Lots 11, 12, and unnamed Lot within Block C of green Acres Subdivision (all combined as Lot A) together with the Strip to Carl E. Patterson by deed dated November 20, 2012 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1337 at Page 169.

35. That Carl E. Patterson conveyed Lots 11, 12 and unnamed Lot within Block C of Green Acres Subdivision (all combined as Lot A) together with the Strip to Carl E. Patterson and Paula P. Boone as joint tenants with rights of survivorship by deed dated November 21, 2012, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1337 at Page 174.

36. That Carl E. Patterson died on or about December 16, 2017.

37. That Paula P. Boone conveyed Lots 11, 12 and unnamed Lot within Block C of green Acres Subdivision (all combined as Lot A) together with the Strip (all referred to herein as the "Boone Property") to Paula P. Boone and Robbie T. Boone as joint tenants with rights of survivorship by deed dated November 6, 2018 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1606 at Page 2972.

38. That Defendants Boone obtained title to the Boone Property by the deeds attached hereto as Exhibits "E" and "F", and under color of title through unbroken chains of title over an 80 year period originating from A.S. Wilkinson.

39. That the Strip to which Plaintiff has claimed a public interest was never opened as a public thoroughfare, as acknowledged by all parties to the 1954 Agreement, which specifically states in pertinent part "since the establishment of the said subdivision and the preparation of said Plat, it has been made to appear that it is impracticable and not feasible to open the proposed street. . ."

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

40. That the parties to the 1954 Agreement acknowledged that it was not feasible to open the proposed street some twenty years after the original subdivision plat was drawn, meaning the proposed street had not been used as a public thoroughfare at the time.

41. That Plaintiff's predecessor in title as to Lots 1,2,3 and a portion of 4 in Block B" at the time of the 1954 Agreement was J. Ernest Young, and as to Lot 10 of Block C at the time of the 1954 Agreement was A.S. Wilkinson.

42. That J. Ernest Young, for himself, and his heirs, successors and assigns as to Lots 1,2,3 and a portion of 4 of Block B of Green Acres Subdivision, consented to forever recognize the closure of the proposed street.

43. That A.S. Wilkinson, for himself, his heirs successors and assigns as to Lot 10 of Block C of Green Acres Subdivision, consented to forever recognize the closure of the proposed street and claim no interest therein as a thoroughfare.

44. That A.S. Wilkinson, as the owner of the Strip, through the 1954 Agreement, acknowledged that he would allow only the portion of the Strip between Lots 11 and 12 of Block C of Green Acres Subdivision and Henrietta Street to be used as an outlet for the benefit of the owners of Lots 11 and 12 of Block C, and no others.

45. That A.S. Wilkinson conveyed the entire length of the proposed street, with the exception of the Strip, to the landowners on each side of the proposed street by various deeds subsequent to the 1954 Agreement.

46. That A.S. Wilkinson held fee simple title to the Strip until his death, subject to the use thereof by the owners of Lots 11 and 12 by easement as an outlet to Henrietta Street.

47. That no owner of Lots 11 and 12 ever constructed a residence on either lot, and never used the Strip as an outlet.

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

48. That title to Lots 11 and 12 was first combined in common ownership in Grace A. Martin on or about October 11, 1977.

49. That title to the Strip was combined or merged with title to Lots 11 and 12 in the name of James S. Klauber on or about December 30, 1991, extinguishing the necessity of access easement for the benefit of Lots 11 and 12.

50. That all parties and members of the public have enjoyed record notice of the 1954 Agreement and the 1990 Klauber Deed, and no party has claimed any right in the Boone Property.

51. That at all time times Plaintiff has enjoyed access to his real property from abutting road frontage along Henrietta Street.

52. Defendants Boone have maintained continuous ownership of the Boone Property under color of title since November 21, 2012, with chains of title originating from A.S. Wilkinson.

53. That Defendants Boone have made significant improvements to the Boone Property including the addition of soil, concrete and brick walkways, drives and parking pads, lighting, drainage, landscaping and fencing.

54. That Defendants Boone have been in continuous, uninterrupted possession of the Boone Property since November 21, 2012, and their predecessors in title were in continuous, uninterrupted possession of the Boone Property during their respective periods of ownership, as to the entirety of the Boone Property, inclusive of the Strip, since December 30, 1991.

55. That Defendants Boone's use of the Boone Property has been open and hostile to all others, securing buildings, parking vehicles and maintaining all parts thereof as a personal residence with surrounding drives, walkways, and residential yard.

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

56. That the Boone Property has been identified as a single tax parcel by the County of Greenwood, South Carolina, bearing number 6856-013-500 during the period of Defendants Boone's ownership, and prior thereto under Tax Map No. 098-12-15-018.

57. That Defendants Boone have paid all ad valorem taxes assessed against the Boone Property since November 21, 2012, and that their predecessors in title have paid all ad valorem taxes assessed against the Boone Property, including the Strip, since at least 1991.

58. That Defendants Boone are the owners of a One Hundred and 00/100 (100.00%) Percent undivided interest in the Property as joint tenants with rights of survivorship and not as tenants in common.

59. That Defendants Boone have allowed no other person to occupy the Boone Property with the exception of guests, permittees and invitees since acquisition.

60. That Defendants Boone are entitled to an order of this Court confirming the vesting of legal title to the Boone Property in Defendants Boone to the exclusion of all others, including the named Plaintiff.

FOR A THIRD DEFENSE AND SECOND COUNTERCLAIM

(Adverse Possession)

61. That That Defendants Boone incorporate the allegations of Paragraphs 1 through 60 as if set forth herein verbatim.

62. That Defendants Boone, and their predecessors in title maintained possession of the Boone Property that was open and notorious, exclusive unto themselves and hostile to all third parties, continuous and uninterrupted under color of title since December 30, 1991.

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

63. That Defendants Boone are entitled to an order of this Court confirming the vesting of legal title to the Boone Property in defendants Boone by adverse possession under color of title, to the exclusion of all others, including the named Plaintiff.

FOR A FOURTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Laches)

64. That That Defendants Boone incorporate the allegations of Paragraphs 1 through 63 as if set forth herein verbatim.

65. That Defendants Boone have maintained exclusive possession of the Boone Property and made significant improvements thereto.

66. That no person has made any claim to any portion of the Boone Property, or any interest therein, whether by easement, ownership claim or public use during their period of ownership, or the periods of ownership of Defendants Boone's predecessors in title.

67. That Defendants Boone and their predecessors in title have exercised exclusive possession and ownership of the Boone Property since December 30, 1991.

68. That Defendants Boone would suffer irreparable injury if any party was allowed to claim title to or interest in the use of the Boone Property, including the Strip, which runs through the front yard of Defendants Boone, and upon which are constructed landscaping, concrete and brick walkways, lighting irrigation, concrete drives and parking pads.

69. That Plaintiff is barred by the doctrine of laches to establish any claim to or right of use to the Boone Property, including without limitation the Strip.

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

FOR A FIFTH DEFENSE

AND BY WAY OF AN AFFIRMATIVE DEFENSE

(Statute of Limitations)

70. That Defendants Boone incorporate the allegations of Paragraphs 1 through 69 as if set forth herein verbatim.

71. That Defendants Boone and their predecessors in title have owned the entire Boone Property under merged title and color of title since December 30, 1991.

72. That Plaintiff is barred by all applicable Statutes of limitation to raise any claim as to ownership or right of use.

FOR A SIXTH DEFENSE

AND BY WAY OF AN AFFIRMATIVE DEFENSE

(Standing)

73. That Defendants Boone incorporate the allegations of Paragraphs 1 through 72 as if set forth herein verbatim.

74. That Plaintiff is not now nor has ever been an owner of Lots 11 or 12 of Block C of Green Acres Subdivision.

75. That Plaintiff's predecessor in title executed and delivered the 1954 Agreement to forever close the proposed street, specifically acknowledging that the Strip retained by A.S. Wilikinson would be used for the exclusive benefit as an outlet for the owners of lots 11 and 12.

76. That Plaintiff has permanent legal access to his real property as it fronts on a public street, known as Henrietta Avenue.

77. That the Strip was never opened as a public thoroughfare, and was never maintained by any public body, nor members of the public.

78. That Plaintiff has no standing to raise any claim as to ownership of any portion of the Boone Property, nor right of use to any portion thereof, including the Strip.

FOR A SEVENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Failure To State A Claim)

79. That Defendants Boone incorporate the allegations of Paragraphs 1 through 78 as if set forth herein verbatim.

80. That Plaintiff has not alleged facts supporting a claim to ownership of the Strip.

81. That Plaintiff has not alleged facts supporting the use of the Strip as a public thoroughfare.

82. That Plaintiff has supported his Complaint with the 1954 Agreement, which expressly states that the Strip would never be opened as a public thoroughfare, but would be limited to the use by Lots 11 and 12, which are now owned by Defendants Boone, along with the Strip, merging title and terminating any right of easement as to Lots 11 and 12, neither of which having ever been owned by Plaintiff.

83. Plaintiff has failed to state facts sufficient to state a cause of action pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, and it should be dismissed.

FOR AN EIGHTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Limitation/Exclusion of Remedies)

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

84. That Defendants Boone incorporate the allegations of Paragraphs 1 through 83 as if set forth herein verbatim.

85. That Defendants Boone would effectively show that the remedies sought by Plaintiff have been effectively excluded by agreement.

86. That the 1954 Agreement, executed by Plaintiff's predecessor in title, for the benefit and burden of his heirs, successors and assigns, terminated any prospective right in the Strip as a means of ingress and egress or public thoroughfare.

87. That Plaintiff, in accepting title to Plaintiff's property, accepted the same subject to all instruments of record affecting title to the property, including the 1954 Agreement.

FOR A NINTH DEFENSE

AND BY WAY OF AN AFFIRMATIVE DEFENSE

(Estoppel)

88. That Defendants Boone incorporate the allegations of Paragraphs 1 through 87 as if set forth herein verbatim.

89. That Plaintiff's predecessors in title bound themselves and their heirs, successors and assigns to close the proposed road, and acknowledged that A.S. Wilkinson, as the owner of the Strip, was retaining ownership of the same for the benefit of the owners of Lots 11 and 12 only, as an outlet to a public street, which was never used because no owner of Lots 11 and 12 built upon them, and title to those Lots merged with title to the Strip in Defendants Boone's predecessors in title.

90. That Plaintiff is now estopped from asserting any claim to ownership or right of use of the Strip.

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

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FOR A TENTH DEFENSE

AND BY WAY OF AN AFFIRMATIVE DEFENSE

(Statute of Frauds)

91. That Defendants Boone incorporate the allegations of Paragraphs 1 through 90 as if set forth herein verbatim.

92. That Plaintiff claims an interest in real property.

93. That Plaintiff has not alleged any instrument in writing, and executed by the parties against whom are charged, so as to make any claim.

94. That Plaintiff's claim is barred by the Statute of Frauds.

FOR AN ELEVENTH DEFENSE

AND BY WAY OF AN AFFIRMATIVE DEFENSE

(Settlement and Release)

95. That Defendants Boone incorporate the allegations of Paragraphs 1 through 94 as if set forth herein verbatim.

96. That Plaintiff's claim is barred to the extent that it has been settled, released or compromised.

FOR A TWELFTH DEFENSE

RESERVATION AND NON-WAIVER

97. That Defendants Boone incorporate the allegations of Paragraphs 1 through 96 as if set forth herein verbatim.

98. That Defendants Boone reserve any additional and further Defenses as my be revealed by additional information during the course of discovery and investigation, as is consistent with the South Carolina Rules of Civil Procedure.

WHEREFORE, Defendants Boone pray:

A. That the Court dismiss the Plaintiff's Complaint with Prejudice;

B. That the Court issue an Order to quiet title to the Boone Property and determining that Defendants Boone own a 100% interest in the Boone Property as joint tenants with rights of survivorship and not as tenants in common, to the exclusion of the interest of all others and that the possible interest of Plaintiff, or any person claiming by, through or under Plaintiff, is extinguished and that Plaintiff, nor his heirs, representatives, attorneys, agents, successors or assigns may maintain any right, title or interest in the Boone Property.

C. That the Court record or cause the recording of the aforesaid Order in the Official records of the Clerk of Court for the County of Greenwood, State of South Carolina, to establish record of title or that in the alternative the Court issue a Reformation Deed to include the legal description of the Boone Property and cause the same to be recorded in the Official Records of the Clerk of Court for Greenwood County, South Carolina.

D. For the award of attorney fees and costs to Defendants Boone.

E. For such other and further relief as the Court may deem just and proper.

McDONALD PATRICK POSTON HEMPHILL & ROPER, LLC

BY: S/ Douglas L. Bell

Douglas L. Bell
414 Main Street
P. O. Box 1547
Greenwood, SC 29648-1547
(864) 229-2511

June 21, 2021
Greenwood, South Carolina

ATTORNEYS FOR THE DEFENDANTS

ELECTRONICALLY FILED - 2021 Jun 25 11:20 AM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**EIGHTH JUDICIAL CIRCUIT**
COUNTY OF GREENWOOD	)	**2021-CP-24-00361**
	)	
James Ernest Young, Jr.	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**MOTION AND**
	)	**ORDER FOR REFERENCE**
Robbie T. Boone and Pamela P. Boone,	)	**NON-JURY**
	)	
Defendants.	)	

Upon motion of Douglas L. Bell, attorney for the Defendants Robbie T. Boone and Pamela P. Boone; it appearing that this is a real property action regularly scheduled before a master or special referee, and, therefore, a proper matter to refer to W. Reid Cox, Jr. as Special Referee for Greenwood County, to take testimony and other evidence offered and to issue a final Order in this cause;

IT IS ORDERED, under the authority of the Circuit Court under Rule 53(b) South Carolina Rules of Civil Procedure, that the above-referenced action and issues raised by the pleadings therein be, and the same are hereby referred to the W. Reid Cox, Jr. as Special Referee for Greenwood County, South Carolina. He is directed to take the testimony, determine the issues involved, and report his findings of fact and conclusions of law to this Court with all convenient dispatch, and with leave to report any special matter.

The Special Referee shall file the report with the Clerk of Court and shall direct entry of judgment without further order of this Court. Any appeal from the final judgment entered by the Special Referee shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

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IT IS SO ORDERED.

Greenwood, South Carolina

Chastity Copeland, Clerk of Court for Greenwood County

WE SO MOVE:

MCDONALD PATRICK POSTON
HEMPHILL & ROPER, LLC

By: s/Douglas L. Bell
Douglas L. Bell
414 Main Street (29646)
Post Office Box 1547
Greenwood, South Carolina 29648
(864) 388-1011
Email: dbell@mcdonaldpatrick.com
Attorney for Defendants

WE CONSENT:

By: S/ C. Rauch Wise
C. Rauch Wise
305 Main Street
Greenwood, SC 29646
864-229-5010
Email: rauchwise@gmail.com
Attorney for Plaintiff

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Greenwood Common Pleas

Case Caption: James Ernest Young Jr. VS Robbie T. Boone , defendant, et al

Case Number: 2021CP2400361

Type: Order/Referred to Master or Special Referee

So Ordered

s/Chastity Copeland Greenwood Clerk of Court by KDH

Electronically signed on 2023-12-14 21:02:21 page 3 of 3

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
James Ernest Young, Jr.,	)	
	)	
Plaintiff,	)	
	)	2021-CP-24-00361
-vs	)	
	)	Brief in Support of Plaintiff
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

This case, in which the facts are virtually undisputed, involves two well established principles of property law. The first is a grantee of a deed can take no greater rights than the grantor had. As our Supreme Court has said, "[T]hese defendants, who claim through him as his heirs at law, could acquire no higher equity nor any greater rights in the premises than their intestate." *Brown v. Brown*, 44 S.C. 378, 22 S.E. 412, 414 (1895). See, also, *First Presbyterian Church of York v. York Depository*, 203 S.C. 410, 27 S.E.2d 573, 577 (1943)("Property descending or passing to heirs and distributees includes and is limited to property of the ancestor at the time of his death. Their status is the same as his was, and they stand in his place with no greater rights than he had with respect to such property. They take precisely what he leaves and no more."); *Mobley v. Cummings*, 35 S.C. 101, 14 S.E. 721, 726 (1892)("The defendant H. M. Haig, who derives title from them, cannot stand in a more advantageous position than they did, nor can he claim any greater or superior rights than could be asserted by his grantors in this action.") By the same token, a grantee of a deed takes no less rights than the grantor unless the deed so states. Under these principles, as both the plaintiff and defendant derived their title from

a common grantor, the case is best viewed as if the parties were J. Ernest Young, the original purchaser of the lot, and A. S. Wilkinson, the original developer of the subdivision and the common grantor to the parties before the court.

The second almost universally recognized principle is, "The purchasers of lots with reference to the plat of this subdivision acquired every easement, privilege and advantage shown upon said plat, including the right to the use of all of the streets, near or remote, as laid down on the plat by which the lots were purchased." *Blue Ridge Realty Co. v. Williamson*, 247 S.C. 112, 119–20, 145 S.E.2d 922, 925 (1965). This principle is well established in South Carolina. *See, e.g. Cason v. Gibson*, 217 S.C. 500, 509, 61 S.E.2d 58, 62 (1950) ("As between the owner, who has conveyed lots according to a plat, and his grantee or grantees, the dedication is complete when the conveyance is made, even though the street is not accepted by the public authorities.") *Billings v. McDaniel*, 217 S.C. 261, 265, 60 S.E.2d 592, 593 (1950)('Generally, where property sold is described with reference to a plat or map upon which streets and ways are shown, an easement therein is implied.").

The fact that the Plaintiff has an implied easement to access the road left open in the 1954 agreement is recognized as a matter of law. The 1954 agreement did not even attempt to relinquish the rights of J. Ernest Young to the unopened road that adjoined his property. The abstractor, who testified for the defendant likewise confirmed he found no document in the chain of title ever relinquishing the rights of Mr. Young to the unopened road. No evidence suggests that Mr. Young who originally purchased the property nor any of his successors have ever voluntarily relinquished the easement to the unopened road.

The 1954 agreement agreed to leave the road open to give access to lots 11 and 12. This

act does not relinquish the legally established implied right of Mr. Young to access the unopened road. The fact that the defendant in this action is now the owner of lots 11 and 12 is of no consequence. He purchased lots 11 and 12 and that purchase gave him the right to use the unopened road. Were he or any of his successors in title to deed out lots 11 and 12, the new owner would, under the 1954 agreement have the legal right to use the unopened road. The fact that the defendant may not want to sell the property, does not eliminate this legal conclusion. The defendant or one of his future successors in title may one day be forced to sell lots 11 and 12. The purchaser of the lots, even at a forced sale, would legally have access over the unnamed road. The purchase of the lots by the defendant simply does not legally undo what was done in the 1954 agreement. The deed to the defendants to the unopened road refers to the property as an unopened road. The plat dated December 31, 1991 prepared for James S. Klauber, the predecessor in title to Mr. and Mrs. Boone shows the property in question marked as "unopened street." Mr. And Mrs. Boone were on notice they had purchased property with an unopened street. They simply have no greater rights than that which was given to them. If the Wilkinson family still owned the unopened road today, they would be required to recognize the rights of Mr. Young to use the unopened road.

The only theory by which the Boones can prevail in this case is if they can prove by clear and convincing evidence, Ernest Young, the plaintiff here, or any of his predecessors in title have abandoned the easement. Without proof of abandonment, the easement still exists.

The most significant case as to abandonment is *Carolina Land Company, Inc. v. Bland.* 265 S.C. 98, 217 S.E.2d 16 (1975). This case involves the purchase of four lots that were part of a proposed subdivision containing 36 lots. The purchase was made in 1951 and the plat was

prepared in 1945. The four lots were then divided into eight lots according to a plat which was prepared on February 14, 1956 and recorded on May 7, 1962. The original 1945 plat showed a 30 foot wide street running along the original lot 36 and the new lots seven and eight. Dr. Maynard Bland and Myra d. Bland obtained lots seven and eight on March 7, 1969. The case does not indicate that any improvement had been made to the 30 foot street beyond the end of lot eight of the 1962 plat. Without the 30 foot wide street marked on the plat, lot eight would not have access to a road.

The remainder of the property was never developed as originally planned. On April 1, 1966, Carolina Land Company, Inc. Acquired 70.68 acres which included the reaming lots shown on the 1945 plat. In 19 years the only lots sold from the 1945 plat were lots one, two, 35 and 36. After purchasing the land, Carolina Land Company, Inc. created a new subdivision named "Knollwood Heights." The plat of the subdivision shows the original 30 foot easement, now called "30' strip" ending just short of lot 69. In the 1945 plat the 30 foot wide road extended for a distance of 2,465.7 feet. This would carry the 30 foot wide street well past all the lots platted in the 1967 plat.

In 1973, Dr. Bland graded and graveled the portion of the original road that went through lot 69 of Knollwood Heights. He terminated his grading and graveling at Devon Drive, shown on the 1967 plat. Upon Dr. Bland grading and graveling through a portion of lot 69, Carolina Land Company brought an action to enjoin him from continuing the grading and graveling and requiring him to remove the gravel placed on the land.[1] A view of the plats recorded in the

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[1] A Google Earth view of the property today shows that the original 30 foot street is now called Crick Alley. It extends to Devon Drive. A copy of the ariel view and the ground view are also provided.

Greenville County Courthouse, copies of which are provided with this brief, shows that the extension of the original 30 foot easement was not needed to have access to any of the properties. The original 30 feet street provided access to Highway 276 in Mauldin.

The master in equity issued an order enjoining the construct of the street through lot 69. On appeal, the South Carolina Supreme Court reversed and held Dr. Bland and his wife had a right to use the 30 foot street easement because it was shown on the plat when they brought the property. The court noted that the master ruled for the Carolina Land Company because, "[T]he proposed '30 foot street' was never opened or used and was abandoned by the only persons in interest by their actions and specifically the acts of the recutting and resubdividing by Garrett and Parsons, and the development by the Carolina Land Co., Inc., of Knollwood Heights." *Carolina Land,* at 19, 217 S.E.2d at 104.

In rejecting the Master's argument, the court said, "It follows that even though there has been a resubdivision of the dominant tenement, this did not destroy the right of the appellants [Dr. Bland] to claim the easement so far as it is applicable to their property. The fact that a new plat of the property in question was made did not destroy the easement created in the 1945 Locke plat." *Id.* at 20, 217 S.E.2d at 107.

As to whether the original easement had been abandoned, the court first said, "Here, the burden of proof was upon the respondents [Carolina Land Co.] to show the abandonment by clear and unequivocable evidence." *Id.* at 21, 217 S.E.2d at 109. In holding that mere nonuse over a period o time, without more, does not constitute an abandonment, the court cited *Witt v. Poole,* 182 S.C. 110, 188 S.E. 496 (1936). In *Witt,,* the court in describing abandonment stated, "An intention to abandon property or a right need not appear by express declaration, although it

may be manifested thereby, but is ordinarily to be ascertained from the acts and conduct of the owner or holder. It may be inferred as a fact from the surrounding circumstances, and is shown by acts and conduct clearly inconsistent with any intention to retain and continue the use or ownership of the property or right. So, in determining whether property or a right was intended to be abandoned, it is proper to consider, and to give due weight to the nature of the property or right, and the conduct of the owner to it, and also the fact, where it is a fact, that at the time the question comes up for determination such property or right is being adversely used by another, or others. Lapse of time, and nonuser, are likewise circumstances to be taken into consideration, even though neither of them is, in itself, an element or act of abandonment." *Witt* at 110, 188 S.E. 496, 498–99.(Internal citations omitted)

As applies to this case, there is no evidence of an abandonment by Mr. Young nor any of his predecessors in title. Mr. Young would keep his right to the easement even if he never drove an automobile across the unopened road. The picture introduced into evidence show that prior to the building of the parking area for the mobile home, the area has been well maintained. The testimony showed that the unopened road had been used by previous owners to gain access to the backyard cut grass in the back of the house. Neither Mr. Young nor any of his processors in title had ever taken any action to indicate an abandonment. When the parking area was improved so as to block Mr. Young from having access to the back yard, he filed this suit to remove that obstacle. As an owner who traces his title to the original plat of the subdivision, Mr. Young has the legal right to use the unopened road to access his back yard.

As noted earlier, Mr. and Mrs. Boone were on clear notice they were buying property which had an unopened road on it. The plat they relied upon in purchasing the property has the

unopened road clearly marked. They could take no greater rights than any of their predecessors in title. As the heirs of A. S. Wilkinson would have to honor the easement right of Mr. Young, so do the Boones' have to honor those easement rights. In viewing the December 31, 1991 plat, Mr. Boone would also have the right to access the unopened road. He can use the access to place his mobile home on either lot 11 or 12 which has access to the unopened road. The only thing the Boone's may not do, is block reasonable access to the unopened road by Mr. Young.

CONCLUSION

The law in South Carolina gives a person an easement across any platted road that abuts his property when the property is sold in reference to that plat. As the Defendants have produced no clear and unequivocable evidence that the easement has been abandoned, the defendants must honor the easement right of the Plaintiff.

April 12, 2024

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S.C. Bar № 6188
rauchwise@gmail.com

Attorney for James Ernest Young, Jr.

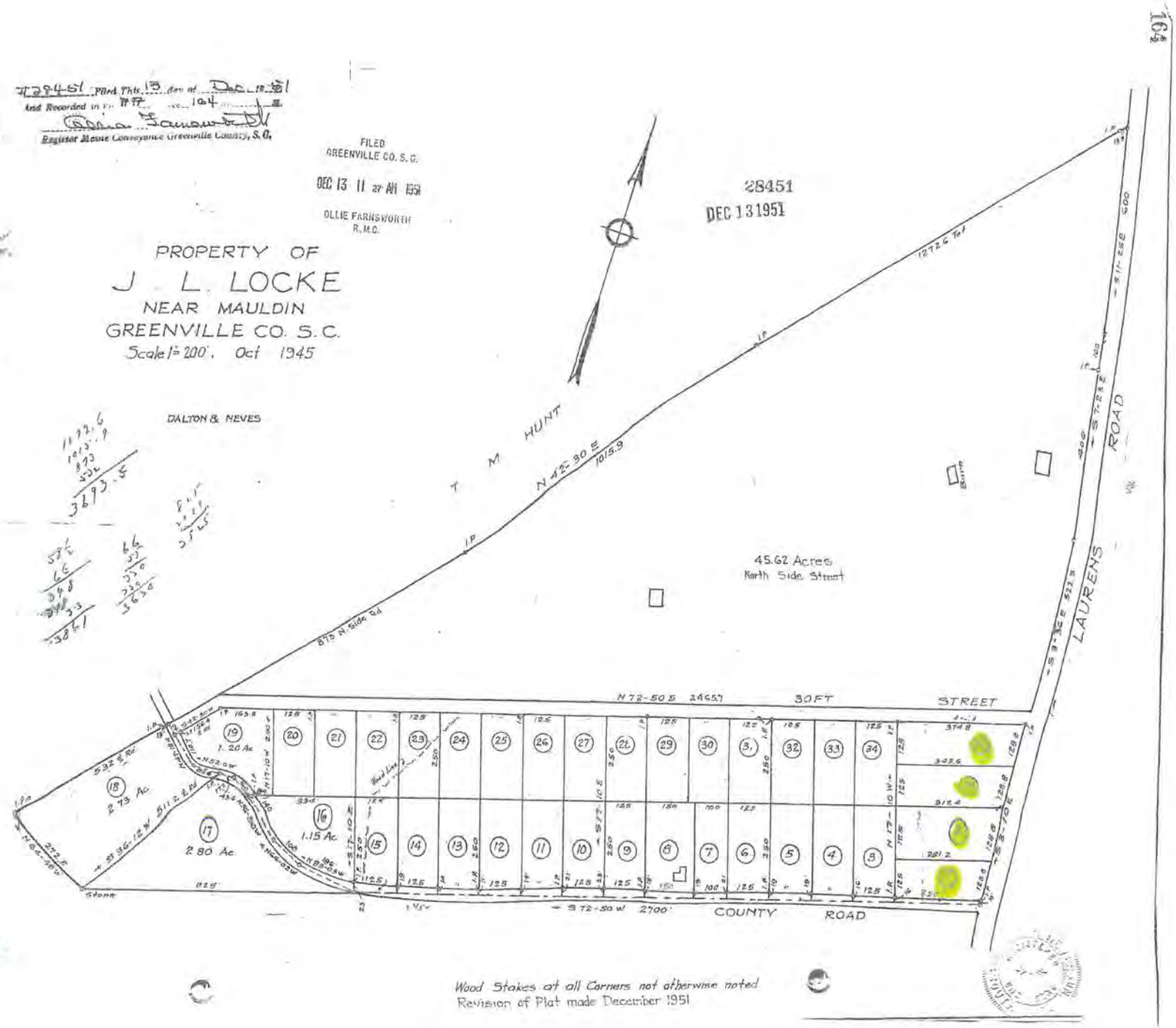
28451 Filed This 13 day of Dec 1951
And Recorded in Vol. 17 Page 164
Register Mesne Conveyance Greenville County, S. C.

FILED
GREENVILLE CO. S. C.
DEC 13 11 27 AM 1951
OLLIE FARNSWORTH
R.M.C.

28451
DEC 13 1951

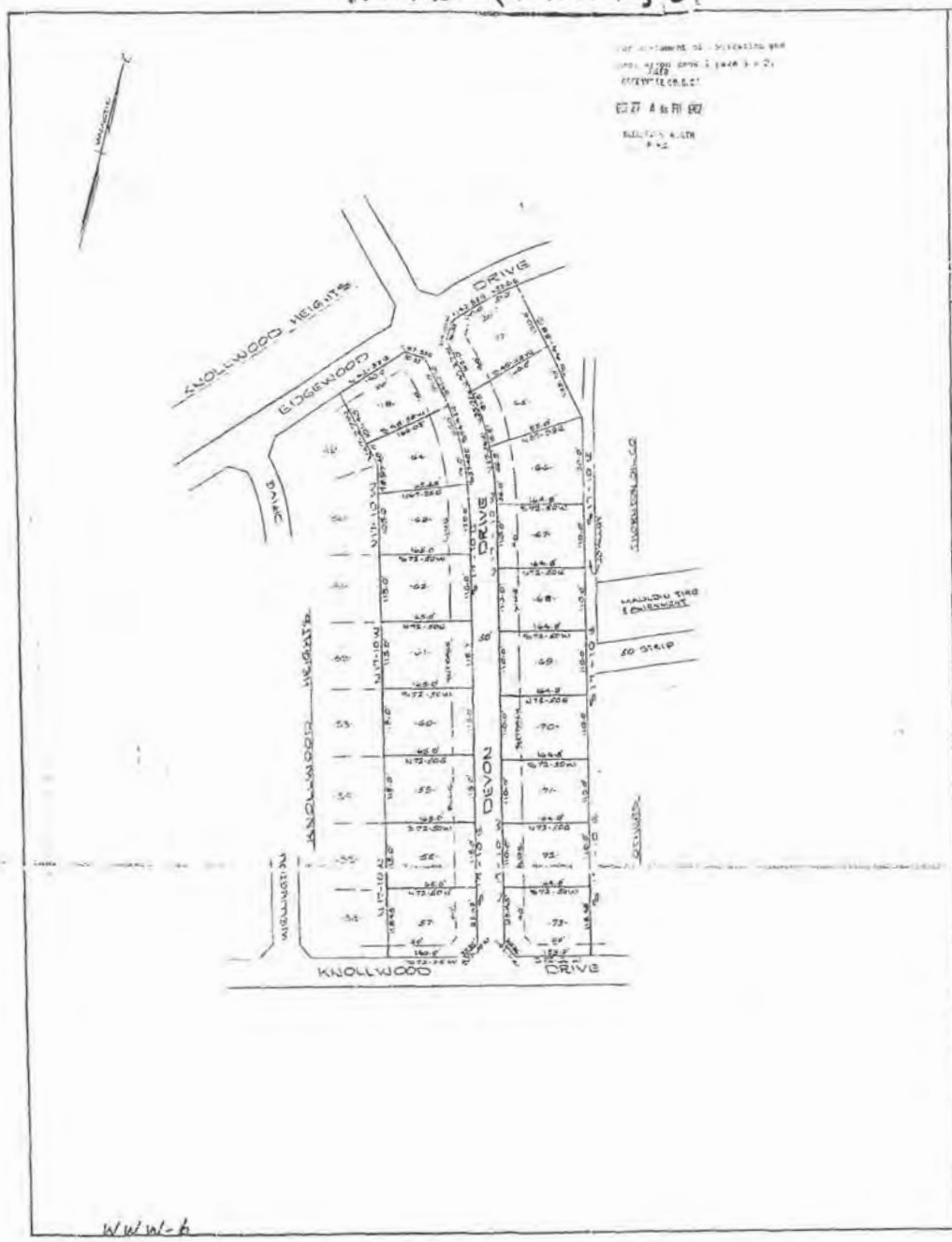
PROPERTY OF
J. L. LOCKE
NEAR MAULDIN
GREENVILLE CO. S.C.
Scale 1" = 200'. Oct 1945

DALTON & NEVES



Wood Stakes at all Corners not otherwise noted
Revision of Plat made December 1951

Plat Book-WWW-Page 6



LOCATION MAP

CERTIFICATE OF ACCURACY

KNOLLWOOD HEIGHTS
ADDITION TO
SECTION 3

OWNER

SURVEYOR

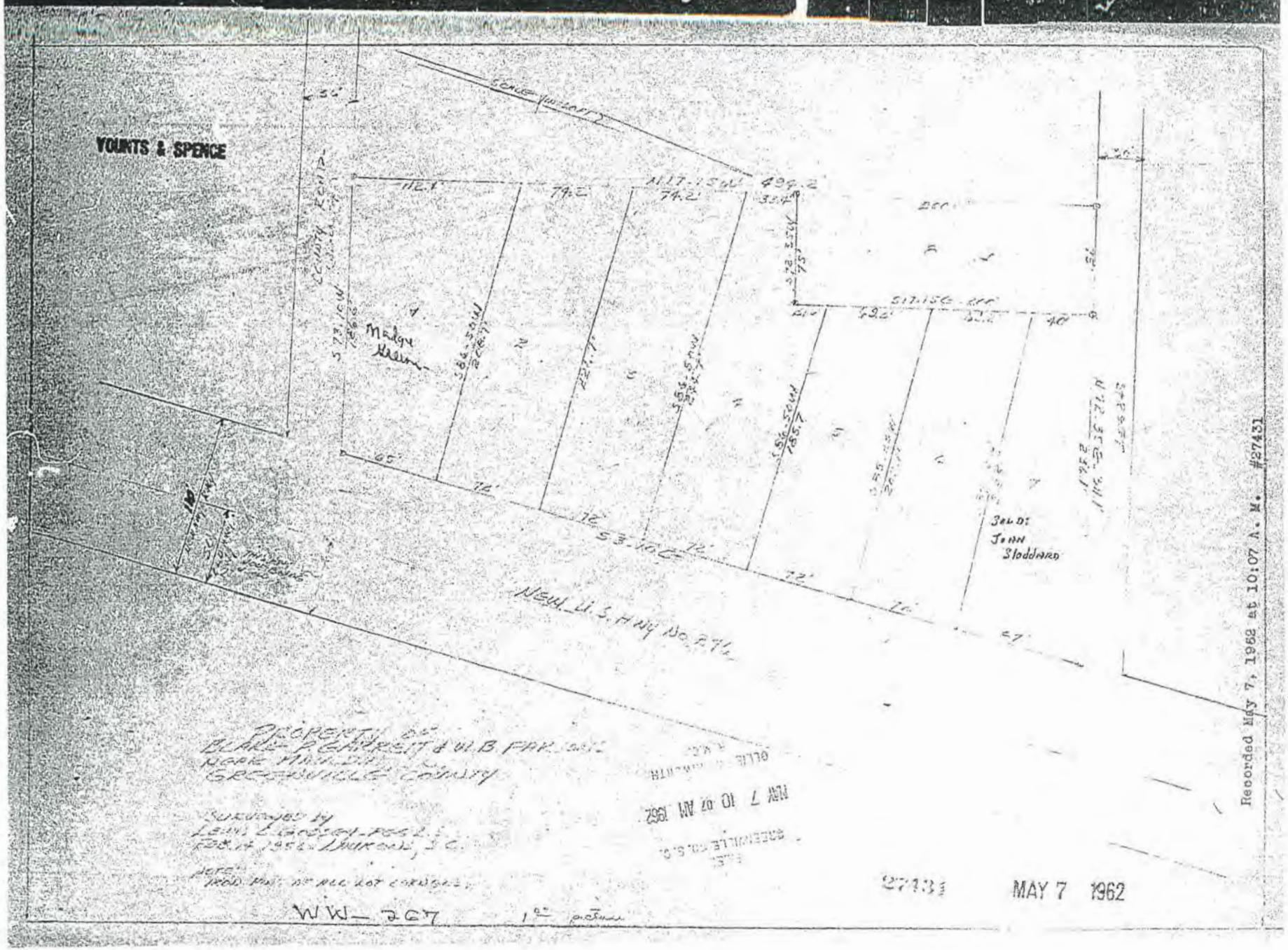
NO. OF ACRES 8.49 MILES OF NEW ROADS 0

NO. OF LOTS 19 DATE 12-28-67

ERROR OF CLOSURE 1/10010

SCALE 1" = 100'

WWW-6


VOUNTS & SPENCE
Malga Helen
Seld: John Stoddard
New U.S. Hwy No. 276
Recorded May 7, 1962 at 10:07 A. M. #27431
MAY 7 10 07 AM 1962
27431
MAY 7 1962
WW— 267

Devon Dr
Devon Dr
Crick Alley
Crick Alley
Crick Alley
Crick Alley
N Main St
Imagery Date: 3/12/2018 34.847233

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF GREENWOOD	)	
James Ernest Young, Jr.	)	
	)	
Plaintiff,	)	
	)	**2021-CP-24-00361**
Vs.	)	
	)	
Robbie T. Boone and Paula P. Boone,	)	**Brief in Support of Defendants**
	)	
Defendants.	)	
	)	

A hearing was held in the above-captioned action before the Honorable W. Reid Cox, Jr., on March 12, 2024. Present at the hearing were Plaintiff, James Ernest Young, Jr., represented by C. Rauch Wise, and Defendants Robbie T. Boone and Paula P. Boone, represented by Douglas L. Bell. The Court heard testimony of Plaintiff and Defendants, and received into evidence exhibits from the chain of title of both Plaintiff and Defendants, as well as photographs, tax maps, and other records. Plaintiff additionally submitted testimony from Butch Moore. Defendants additionally submitted testimony of Sean White. After testimony, in lieu of legal argument, the parties agreed to provide legal briefs for the Court's review. This Brief is submitted in support of the testimony and evidence previously presented by Defendants.

INTRODUCTION

Plaintiff filed this action in the nature of a declaratory judgment action, alleging the right of use of a purported abandoned or unopened road traversing the Defendants' front yard to the Plaintiffs property. Defendants counter-alleged the abandonment of a never opened road by the predecessors in title of both Plaintiff and Defendants, and the Defendants obtained paramount title to the strip of property in question by virtue of title ownership as well as adverse possession under

color of title, and the Plaintiff was otherwise barred from arguing against Defendants title by prescribed statutes of limitation.

FACTS

The supporting facts were primarily established through the testimony and evidence introduced at the March 12, 2024, hearing. Defendants would provide a summary if requested, but have omitted a summary so as not to present redundant information to the Court.

STANDARD OF REVIEW

Plaintiff brought this case in the nature of a declaratory judgment action. A declaratory judgment action is legal or equitable in nature based upon the underlying issue. Lowcountry Open Land Trust v. State (S.C. App. 2001) 347 S.C. 96, 552 S.E.2d 778. Generally, an action to quiet title is one in equity. However, when the defendant's answer raises an issue of paramount title to to land such as would, if established, defeat Plaintiff's action, the issue of title is legal. Major v. Penn Cmty. Servs., 395 S.C. 175, 717 S.E. 2d 70 (Ct. App. 2011). A determination of title is legal in nature. A determination of the scope or extent of an easement is a question of equity, but the existence of an easement is a factual question in an action at law. Slear v. Hanna, 329 S.C. 407, 496 S.E.2d 633 (1998); Smith v. Commissioners of Public Works, 312 S.C. 460, 441 S.E.2d 331 (Ct. App. 1994). The termination of an easement by abandonment is a factual question in an action at law. Eldridge v. City of Greenwood, 331 S.C. 398, 503 S.E.2d 191 (1998) (citing Southern Ry. V. Howell, 89 S.C. 391, 71 S.E. 972 (1911).

2

ARGUMENT

I. Creation of Public and Private Easements/ Abandonment

Plaintiff's argument is that the strip of land in question was an unopened road, and as a road was subject to Plaintiff's use. Plaintiff did not own any adjoining property to the strip of land in question until 2018. Notwithstanding, Plaintiff testified to some intermittent use for landscaping purposes more than 50 years ago when his father owned adjoining property, and offered Butch Moore's testimony for the proposition that Mr. Moore used the strip during the ownership of Plaintiff's sister for landscaping approximately ten to fifteen years ago. Mr. Moore testified under oath that he accessed the rear of the Plaintiff property from the Plaintiff property. He was asked to clarify that position by the Court and reaffirmed that testimony. The Plaintiff's attorney attempted to reform that testimony but it was unrefuted. There was no undisputed evidence of use by Plaintiff or predecessors in the past thirty years.

A review of pertinent case law reveals that "[i]t is generally held that where land is divided into lots according to a plat thereof, showing streets, and lots are sold and conveyed with reference to said plat, the owner thereby dedicates the street to the public. Ordinarily there must be an express or implied acceptance before the dedication is complete, and such acceptance must be made within a reasonable time." Outlaw v. Moise, 222 S.C. 24, 71 S.E. 2d. 509 (1952). However, "as between the owner, who has conveyed lots according to a plat, and his grantee or grantees, the dedication is complete when the conveyance is made, even though the street is not accepted by public authorities." Blue Ridge Realty Co. v. Williamson, 247 S.C. 112, 145 S.E. 2d 922 (1965).

As to a public right of way, there must be dedication and acceptance. A.S. Wilkinson, the original developer, recorded a plat of record showing the strip of land as an unnamed street and

did make conveyances based on said plat, arguably rising to a dedication. Notwithstanding, the strip was never opened as a street and there was no acceptance by the State or County for public use, nor was there public use. Therefore, the only right created by A.S. Wilkinson would have been a private easement in any grantee of record that purchased a lot adjoining the strip by reference to the Wilkinson subdivision plat. "An easement may be lost by abandonment and in determining such question the intention of the owner to abandon is the primary inquiry. The intention to abandon need not be by express declaration, but may be inferred from all of the facts and circumstances of the case. It may be inferred from the acts and conduct of the owner and the nature and situation of the property where there appears some clear and unmistakable affirmative act or series of acts clearly indicating, either a present intent to relinquish the easement, or purpose inconsistent with its further use." Hodge v. Manning, 241 S.C. 142, 151, 127 S.E.2d 341, 345 (1962).

Actually all people who purchased by plat

In 1954, A.S. Wilkinson entered into an agreement (the "Agreement") with each grantee of lots adjoining the strip in question recognizing the strip was never opened as a road, declaring that it would be impractical to do so, and terminating any easement in the strip, with the exception of an easement for the benefit of the owners of Lots 11 and 12 across the limited portion of that strip fronting along Lots 11 and 12. The Agreement was recorded in the official real property records of Greenwood County. The Agreement was introduced at trial without objection. The Agreement is binding upon the parties to the agreement, and their heirs, successors and assigns. As Plaintiff points out in his brief, and with only limited exceptions that Defendants will address hereinbelow, it is a well settled principle that a grantee that derives title from a grantor "cannot stand in a more advantageous position than they did, nor can he claim any greater or superior rights than could be asserted by his grantors. . ." Mobley v. Cummings, 35 S.C. 101, 14 S.E. 721, 726

(1892). In this instance, Mr. Wilkinson released the private easement as the owner of Lot 10, and the Plaintiff's father, James Ernest Young, released the private easement as the owner of Lots 1,2,3, and a portion of 4, which together comprise all of the Plaintiff's current property. The Agreement was followed by cross deeds of conveyance among owners dividing the strip and combining it with the adjoining lots on either side of the centerline so as to completely extinguish any claim to use of the strip. The actions of these parties is a clear expression of intent and must be recognized.

Intent to abolish and to leave open

As to the issue of abandonment, the Agreement is clear and was an express act. Our courts have gone further, in the absence of an express act, and stated that in a determination of abandonment, "[i]t is proper to consider, and to give due weight to the nature of the property or right, and the conduct of the owner [in relation] to it, and also the fact, where it is a fact, that at the time the question comes up for determination such property or right is being adversely used by another, or others. Lapse of time, and nonuser, are likewise circumstances to be taken into consideration, even though neither of them is, in itself, an element or act of abandonment." Hodge v. Manning, 241 S.C. 142, 152, 127 S.E.2d 341, 345 (1962). The issue of adverse use will be addressed in this brief below. The undisputed evidence submitted to the Court is that there was no public use of the strip post abandonment, except for Plaintiff's testimony of intermittent use for traversing with equipment before he moved from his parent's home prior to 1970. Even the owners of Lots 11 and 12, for whom a private easement was reserved, did not make use of the strip, until Lots 11 and 12 were combined with adjoining property within Defendants chain of title, thereby merging title and extinguishing the private easement for Lots 11 and 12.

The Supreme Court of the State of South Carolina addressed a case with substantially similar facts in Immanuel Baptist Church v. Barnes, 274 S.C. 125, 264 S.E. 2d 142 (1980). In that

case, the parties were adjacent property owners whose respective chains of title shared a common grantor. The owner of a skating rink fronting along a public right of way, sought additional access for convenience of patrons by connecting a private driveway upon his property to a private driveway on the adjoining church's land that was used by the church between its facilities. The connection of the private roadways would have in effect opened a shared roadway what was once planned as "Benson Drive" and was designated as such on a plat prepared in 1955 of a proposed residential subdivision to be known as Happy Acres. The Toole family had envisioned the subdivision, but through the years sold property to the church both prior to and after the recording of the plat. The Toole family decided to abandon the residential project and close the proposed streets shown on the Plat. Much like the Agreement in the instant case, the Toole family executed an "Agreement for Closing Streets" which was signed by the family lots owners and the church. As in the instant case, the agreement reflected the intent of the parties to close Benson Drive, but that portion which divided the Church property was left open by the agreement for its use. The skating rink owner, like Plaintiff, argued that he took title by reference to the plat showing Benson Drive, and that there was a dedication of a private easement.

The Supreme Courtin Immanuel noted the principle of creation of private easement outlined in Outlaw v. Moise, and then noted the equally well-settled principle that an easement may be relinquished by abandonment, express or implied, citing Hodge v. Manning. The Court held "if there appears a present intention to relinquish the easement, or if there is clear evidence of a purpose inconsistent with the existence of the easement, then a case for abandonment is presented." Immanuel Baptist Church v. Barnes, 274 S.C. 125, 131, 264 S.E. 2d. 142, 145 (1980). In the Immanuel case the Court held that the agreement reflected the intention of the owners and those with beneficial interests to abandon the easement and "[t]he Agreement for Closing Streets

6

was of record and within appellant's chain of title at the time appellant originally purchased the property from the Toole children. This was sufficient to put him on notice of the agreement and impute to him the recitals contained therein." Immanuel at 132, 145.

In the instant case, the parties to the Agreement never sought to revive the rights abandoned by the Agreement, and there is no record evidence of any documents creating new rights. The strip was blocked by the original curbing of the public roadway for approximately seventy years. Even absent the express act of the Agreement, the Court must consider the nonuse by the general public and even the owners of lots 11 and 12, and the adverse use by the Defendants and their predecessors in title since 1991, a span of more than 30 years, to make the strip in question a portion of the yard and curtilage of the home located at 406 East Henrietta Avenue. Plaintiff cannot avail himself of an easement that has been abandoned for seventy years.

Not abandoned

Public never had right to use

The Plaintiff argues the same established principles as to creation of private easements, but ignores the express intent of the predecessors in title to both parties by the Agreement and cross conveyances and the case law that clearly applies. Plaintiff cites a case as the seminal case that is distinguishable for multiple reasons, but the primary reason being that it is absent of the facts of express intent as in the Immanuel case and the case at hand. In addition to the express intent of the recorded Agreement and cross conveyances, the Court can look at the cumulative factors which alone, would not present abandonment, but combined together evidence clear abandonment. The strip was not used after the Agreement, and the there has been an adverse use over the course of the last thirty years.

7

II. Paramount Title/Chain of Title/Adverse Possession Under Color Of Title

Plaintiff's arguments before the Court attempt to reframe real property law by starting with documents from the 1930's and leapfrogging some ninety years of history to make a declaration of the parties' rights as against each other. In real property law, the Courts and practitioners typically look at the current state of title and work backwards, and history between the links in the chain of title are important and not to be overlooked. First and foremost, Defendants are the current record titleholders of the strip of property in question. One or both of Defendants have held record title since November 21, 2012. Until the filing of this action, that title remained undisturbed. The uncontradicted testimony revealed that Defendants' predecessor in title, James Klauber, obtained a quitclaim title to the strip from Katherine Wilkinson as the sole heir of A.S. Wilkinson in 1991. A.S. Wilkinson retained title to the strip in question after the Agreement and cross conveyance deeds were complete. The testimony revealed that there was no conveyance of the strip prior to 1991. From 1991 through the date of the hearing, record title to the strip was conveyed from titleholder to titleholder ending with Defendants. The uncontradicted testimony revealed that neither party had knowledge of any title claims, objections to title, injunctions, or actions to enforce easement prior to the filing. Plaintiff, although not a titleholder at the time, testified that he and his sibling apparently had both record notice and actual notice that James Klauber obtained and claimed title to the strip in question in 1991.

NO - we argue agreement

Title to what?

Scrib easement

The party establishing legal title is presumed to be in possession thereof and any other party's occupation of the property is subordinate unless adverse possession or easement by prescription is established by that other party by clear and convincing evidence. S.C. Code Ann. § 15-67-210 (2005); Taylor v. Heirs of William Taylor, 419 S.C. 639, 650-51, 799 S.E.2d 919, 924-25 (Ct. App. 2017). Moreover, contradicting Plaintiff's argument that a quitclaim conveyance is

of no force nor effect, *color of title can derive from a defective deed or a quitclaim deed even though the grantor was without interest in or title to the property conveyed.* See Graniteville Co. v. Williams, 209 S.C. 112, 39 S.E.2d 202 (1946) (emphasis added). Plaintiff submitted no evidence of adverse possession to overcome the statutory presumption of superiority of legal title to the subject property in Defendants. See S.C. Code Ann. § 15-67-210 ("In every action for the recovery of real property or the possession thereof the person establishing a legal title to the premises shall be presumed to have been possessed thereof within the time required by law. The occupation of such premises by any other person shall be deemed to have been under and in subordination to the legal title unless it appears that such premises have been held and possessed adversely to such legal title for ten years before the commencement of such action.").

The cardinal rule of an action to quiet title is that the moving party must establish its claim based upon the strength of its own claim, and not the weakness of the other party's claim. Hoogenboom v. City of Beaufort, 315 S.C. 306, 313, 433 S.E.2d 875, 880 (Ct. App. 1992) ("In an action to quiet title, the plaintiff must recover on the strength of his own title, not on the alleged weakness of the defendant's title."). The Plaintiff failed to introduce evidence of any kind on this issue, other than the completely contradictory testimony of Butch Moore.

Plaintiff again is arguing for the Court to ignore Defendants established legal title, to shift the burden of proof. Defendants legal title affords them a presumption of possession and a presumption of unencumbered title. It is Plaintiff's burden to bear to prove that Defendants' title is encumbered by an easement. It is Plaintiff's burden to overcome the Agreement, and the cross conveyances, the Wilkinson deed to Klauber, and the intervening title history. The only evidence presented on this basis was the testimony of Butch Moore, who testified under oath that he accessed the back yard of the Plaintiff's predecessor's property through the side yard of that

9

property, and not across the strip. Mr. Moore was questioned separately on cross examination and the Court asked for clarification and this was reaffirmed. After Mr. Moore testified, Plaintiff and Plaintiff's counsel attempted to reform this testimony.

Assuming for argument's sake that Plaintiff had successfully attacked Defendants' legal record title by clear and convincing evidence, Defendants in turn established legal title by adverse possession under color of title since 1991. Plaintiff recites the principle that no grantee can gain greater rights than their grantor. There are exceptions to that rule and adverse possession under color of title, where additional rights are created by the actions of the party and the passage of time, is one notable exception. That is precisely why the Court cannot look at a ninety year old plat and conveyance and apply law to the current parties, without considering the intervening history. As Defendants established through the chain of title, legal title under color of title originating from the Wilkinson Deed, the only requirement of actual possession necessary to establish adverse possession under color of title in favor of Defendants is a writing describing the entire area claimed; possession of any part of this area then operates as a possession of the whole. There was uncontradicted testimony that the Defendants maintained the strip as a part of the yard and curtilage of the home, made improvements thereon, and maintained the walkways, driveways, lawn, and curbing so as to prevent anyone's passage diagonally across the front yard of the Defendants. The Defendants and their predecessors in title have been assessed with the strip being included as a portion of their tax parcel since 1991, and they have paid all taxes assessed against the subject property.

III. Equitable Considerations/Laches

Assuming for the sake of argument that Plaintiff established a claim for a private easement by clear and convincing evidence, absent the seventy year abandonment, and overcoming the legal title claim that remained unbroken for more than thirty years, and if the Court needed to determine the use for same, the standard of review becomes one of equity. Plaintiff or his predecessors in title actively engaged in the creation, execution and delivery of documents which upon the face of same purported to abandon the very easement for which he argues entitlement. Although the strip was to be maintained for Lots 11 and 12, Plaintiff argues it should benefit Lots 10 and 1. If the Court were to allow that, what would prevent the owners of Lots 9 and 2 from making the same argument, and so on. Defendants or their predecessors built a residence, walkways and driveways and landscaped based upon the knowledge that any easement rights were terminated by the Agreement, and that any benefit to Lots 11 and 12 merged with the title to the remainder of Defendants lot more than forty years ago.

Plaintiff is barred from recovery based upon the equitable doctrine of laches. The doctrine of laches is defined as neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done. Hallums v. Hallums, 296 S.C. 195, 198, 371 S.E. 2d 525, 527(1988). Under the doctrine, if a party knowing his rights does not seasonably assert them, and by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights. See Robinson et al. v. Estate of Harris, 388 S.C. 630, 698 S.E. 2d 222 (2010). In the Robinson case, the court held that claimants of real property in an action to quiet title thirty nine years after a conveyance was barred by the doctrine of laches. The party seeking to establish laches must show: (1) a delay, (2) that was

11

unreasonable under the circumstances, and (3) prejudice. Hallums, 296 S.C. at 198, 371 S.E. 2d at 527.

Plaintiff testified that he was aware that James Klauber acquired title to the strip in 1991. Plaintiff again was not a titleholder but purported to represent the titleholder. No action was taken by Plaintiff in any capacity on his own behalf or on behalf of any predecessor in title until 2020. That delay is unreasonable. The delay caused prejudice to the Defendants and their predecessors in title by the construction od walkways, driveways, utility installations, landscaping, grading and fill dirt to improve the residence at 406 East Henrietta Avenue. Even if Plaintiff's legal arguments overcome the many burdens, Plaintiff and his heirs, successors and assigns should be constrained from using any easement in equity.

CONCLUSION

Defendants have shown that there was never a public dedication and acceptance of the strip in question for public use. Defendants have shown that any private easement created by virtue of conveyance of lots according to a plat showing the strip as an unnamed road was addressed by the express acts of all adjoining landowners and interested parties to abandon the same. That express act of abandonment stood for seventy years and our highest state court has recognized such act as abandonment of any private easement under almost identical circumstances. Defendants have established a claim for legal title to the strip under color of title since 1991. Plaintiff submitted no evidence to rebut the presumptions from this interim thirty-year period of legal title. The Court is supposed to adhere to the road is a road and is always a road, except that the strip was never a road, and there is recorded evidence of same, and intervening title history completely contradicts the claim. Defendants have established paramount title. For the reasons stated, this Court should

12

dismiss Plaintiff's cause of action and issue its Order confirming the vesting of title in Defendants in fee simple without reservation, easement, or encumbrance.

Respectfully submitted,

By: _____

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Attorney for Appellant

May 14, 2024

13

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
James Ernest Young, Jr.,	)	
	)	
Plaintiff,	)	
	)	2021-CP-24-_____
-vs	)	
	)	Reply to Brief of Defendants
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

As a preliminary matter, the defendant concedes the easement created in this case is not and never has been a public easement. The plaintiff's right to an easement arose from the easement given to his father, his predecessor in title, when the 1954 agreement was created. The rights of the plaintiff flow from the rights of his father.

The Defendants appear to misstate the position of the Plaintiff and does not appear to fully appreciate the impact of the 1954 agreement. The 1954 agreement closed most, but not the entire road originally designated on the original plat of the property. The 1954 agreement by contract left open a small section of the original road. All the parties to the agreement agreed to leave open a small portion of the road. The fact that the primary purpose of leaving open the road was to benefit two lots, which would otherwise be landlocked, does not destroy the easement by Mr. Young enjoyed from being an adjoining property owner.

The defendants claim too much when they state, "The uncontradicted testimony revealed that neither party had knowledge of any title, claims, objections to title, injunctions, or actions to enforce easement prior to the filing." Br. of Def. at 8. The legal documents in the defendants' chain of title demonstrated they were put on notice that a portion of the property they were

purchasing was an unopened road subject to the law of South Carolina as to unopened road. Defendants' reliance upon South Carolina Code § 15-67-210 is misplaced. The Plaintiff has never argued that the defendants do not own the unopened road. The position of the plaintiff has always been the defendants own the road subject to the rights of the plaintiff to use the road. The plaintiff, in claiming a historical right to an easement, is not required to offer proof of adverse possession. Were such evidence required, the principle of nonuse not constituting an abandonment of an easement would be a nullity. In *Witt v. Poole,* 182 S.C. 110, 188 S.E. 496 (1936) the court held that mere nonuse over a period o time, without more, does not constitute abandonment.

The plaintiff is not asking that the legal title of the defendants to the land be ignored. The Plaintiff is simply asking this court to recognize the legal title the defendants obtained. This title is to own the land subject to the easement of Mr. Young to use the unopened road. This is the title that the defendants' predecessors in title held and the defendants cannot acquire a greater right.

During the testimony of Butch Moore, he very clearly testified that he gained access to the back of the plaintiff's property by using the unopened road right of way. He very specifically pointed out in the picture the tree he went around. This testimony was confirmed by Mr. Young as to how access to the back of the property was obtained. The evidence is clear the predecessors in title of Mr. Young used the unopened road to access the back of the property. This conclusion is also clear when as described by the plaintiff, that access from the right side of the house is for all practicable purposes, not accessible. Burch Moore also testified that he had to use a neighbor's property on the left to access the rear of the property until the neighbor stopped him.

At that point the testimony was that Mr. Moore started using the unopened road to gain access.

The uncontradicted testimony was that the defendants and their predecessor in title used the unopened road as part of their yard without interference with the use of the unopened road by the plaintiff's predecessor in title to access the rear of the plaintiff's property. Only when the access was blocked by the defendants was this action necessary.[1]

The defendants' reliance upon *Immanuel Baptist Church V. Barnes,* 274 S.C. 125, 264 S.E.2d 142 (1980) is also misplaced. The court held that Mr. Barnes' predecessors in title had given up their rights to the road in question. As the court held, "We hold that the relinquishment of these easements by appellant's predecessors in title, prior to their conveying the property to appellant, effectively extinguishes the claim he asserts to that portion of old Benson Drive which divides respondent's property." *Id.* at 133, 264 S.E.2d at 145. In this case, the 1954 agreement specifically left open the small portion of the previous road. The agreement to leave open this small portion was signed by all the adjoining property owners of the road that was in fact closed. Thus, the plaintiff's predecessor in title did not relinquish his rights to the small portion of the road that was not closed.

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[1] The defendants have ample property on which to park their camper and to use the unopened road to gain access to the rear of their property. Such a use would consistent with the unopened road. Such a use would not interfer with the rights of the plaintiff.

CONCLUSION

For the reasons set forth above and for the reason in the opening brief, judgment in this case should be entered for James Ernest Young.

May 29, 2024

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Attorney for James Ernest Young

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Dec 31 2025
SC Court of Appeals

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF GREENWOOD	)	
James Ernest Young, Jr.	)	
	)	
Plaintiff,	)	
	)	**2021-CP-24-00361**
Vs.	)	
	)	
Robbie T. Boone and Paula P. Boone,	)	**FINAL ORDER**
	)	
Defendants.	)	
	)	

This matter is before the Court on the Complaint of the above-captioned Plaintiff, seeking to quiet title to certain real property and clear tax title in the County of Greenwood, State of South Carolina (hereinafter "the Property") described hereinbelow.

The case was initiated by the filing of a Summons and Complaint on April 22, 2021. Plaintiff filed this action in the nature of a declaratory judgment action, alleging the right of use of a purported abandoned or unopened road traversing the Defendants' front yard to the Plaintiffs property. Defendants counter-alleged the abandonment of a never opened road by the predecessors in title of both Plaintiff and Defendants, non-use by Plaintiff, Defendants' paramount title to the strip of property in question by virtue of record title and adverse possession under color of title, and that Plaintiff was otherwise barred from arguing against Defendants' title by prescribed statutes of limitation and the equitable claim of laches.

This matter was referred to the Honorable W. Reid Cox, Jr., Esq., as Special Referee by Order of the Honorable Chastity Copeland, Greenwood County Clerk of court, filed on December 14, 2023. A hearing on this matter was held on March 12, 2024. Notice of the hearing was properly served upon all parties or otherwise waived. Present at the hearing were Plaintiff, James Ernest Young, Jr., represented by C. Rauch Wise, Esq., and Defendants Robbie T. Boone and Paula P. Boone, represented by Douglas L. Bell, Esq.. The Court heard testimony of Plaintiff and Defendants, and received into evidence exhibits from the chain of title of both Plaintiff and Defendants, as well as photographs, tax maps, and other records. Plaintiff additionally submitted

testimony from Butch Moore. Defendants additionally submitted testimony of Sean White. After testimony, in lieu of legal argument, the parties submitted legal briefs for the Court's review.

Upon review of the pleadings, exhibits and legal briefs, and based upon the evidence testimony and argument presented by the parties, the Court hereby makes the following findings of fact and law:

FACTS

1. Plaintiff James Ernest Young, Jr., is the record titleholder to that certain parcel of real property identified by Greenwood Tax Parcel Identification Number 6856-020-515, as conveyed to Plaintiff by Deed of Benjamin McKellar Lawrence dated January 7, 2019, and recorded in the Office of the Clerk of Court for Greenwood County in Book 1609 at Page 1280 ("Young Property").
2. Defendants Robbie T. Boone and Paula P. Boone (collectively "Boone") are the record titleholders to that certain parcel of real property identified by Greenwood County Tax Parcel Identification Number 6856-013-500, being an unnamed lot together with Lots 11 and 12 of Block C of Green Acres Subdivision along with a strip of property designated as unopened street (All referred to herein as the "Boone Property")as shown on that certain Plat recorded in the Office of the Clerk of Court for Greenwood County in Book 66 at Page 69, as conveyed to Paula P. Boone by deed of Carl E. Patterson dated November 21, 2012, and recorded in the Office of the Clerk of Court for Greenwood County in Book 1337 at Page 174, and subsequently conveyed from Paula P. Boone to Paula P. Boone and Robbie T. Boone by deed dated November 6, 2018, and recorded in the Office of the Clerk of Court For Greenwood County in Deed Book 1606 at Page 2972.
3. A.S. Wilkinson acquired and sold certain parcels of real property that had been subdivided as a proposed residential subdivision known as Green Acres Subdivision, which subdivided lots had been shown on a certain plat of survey dated September 4, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Book 2 at Page 8 ("1937 Plat").
4. On or about March 31, 1954, A.S. Wilkinson, J. Ernest Young, Macy May George, Mike G. Miserlis and Sam Agnew, as the then owners of subdivided lots within Green Acres

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

Subdivision, entered into an Agreement ("1954 Agreement") subsequently recorded in Deed Book 105 at Page 367 in the Office of the Clerk of Court for Greenwood County.

5. The 1954 Agreement stated that a certain strip of property shown as an unopen and unnamed road on the 1937 Plat would never be opened and all parties to the 1954 Agreement agreed that A.S. Wilkinson would retain ownership of a portion of the strip as an outlet for the lot owners of lots 11 and 12 of Block C of Green Acres Subdivision to have access to East Henrietta Avenue.

6. Subsequent to the 1954 Agreement, the parties thereto executed and delivered cross deeds of conveyance for the strip of property, so that the owners of lots within Blocks B and C of Green Acres Subdivision each obtained fee simple title to that portion of the strip of property immediately adjacent to their lots to the centerline of the strip.

7. That A.S. Wilkinson conveyed Lot 12 of Block C of Green Acres Subdivision to Mike Miserlis by deed dated March 31, 1954 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 105 at Page 372.

8. That Mike Miserlis conveyed Lot 12 of Block C of Green Acres Subdivision to Grace A. Martin by deed dated October 11, 1977 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 261 at Page 586.

9. That A.S. Wilkinson conveyed the unnamed Lot within Block C of Green Aces Subdivision adjoining Lot 12 to Furman B. Coleman and Lovie F. Coleman by deed dated May 19, 1950 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 85 at Page 225.

10. That Furman B. Coleman and Lovie F. Coleman conveyed the unnamed Lot within Block C of Green Acres Subdivision adjoining Lot 12 to Mike Miserlis by deed dated March 27, 1951, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 86 at Page 120.

11. That Mike Miserlis conveyed the unnamed Lot within Block C of Green Acres Subdivision adjoining Lot 12 to Mary Miserlis by deed dated September 24, 1959 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 142 at Page 101.

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

12. That Mary Miserlis conveyed the unnamed lot within Block C of Green Acres Subdivision adjoining Lot 12 to Grace A. Martin by deed dated October 20, 1967 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 205 at Page 535.

13. That A.S. Wilkinson conveyed Lot 11 of Block C of Green Acres Subdivision to J.H. Hulsey by deed dated October 11, 1939, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 61 at Page 219.

14. That J.H. Hulsey died intestate on or about December 27, 1945, seized and possessed of Lot 11.

15. That the heirs at law of J.H. Hulsey conveyed Lot 11 of Block C of Green Acres Subdivision to Mike Miserlis by deed dated March 1, 1963 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 170 at Page 454.

16. That Mike Miserlis conveyed Lot 11 of Block C of Green Acres Subdivision to Mary Miserlis by deed dated March 11, 1963 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 170 at Page 466.

17. That Mary Miserlis conveyed Lot 11 of Block C of Green Acres Subdivision to Grace A. Martin by deed dated October 20, 1967 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 205 at Page 335.

18. That Grace A. Martin conveyed lots 11, 12 and the unnamed lot within Block C of Green Acres Subdivision to William N. Sperry and Marlene Sperry by deed dated October 25, 1977, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 261 at Page 832.

19. That William N. Sperry and Marlene Sperry conveyed lots 11, 12, and the unnamed lot within Block C of Green Acres Subdivision to James S. Klauber by deed dated December 31, 1991, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 853.

20. That Sara Catherine Wilkinson, as the sole surviving heir to A.S. Wilkinson, conveyed to James S. Klauber that certain parcel or strip of land ("Strip") previously retained by A.S. Wilkinson as an outlet for Lots 11 and 12 of Block C of Green Acres Subdivision as shown on that certain plat recorded in Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County by Deed dated December 30, 1991, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 862.

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

21. That James S. Klauber conveyed Lots 11, 12 and unnamed Lot within Block C of Green Acres Subdivision (all combined as Lot A) together with the Strip to Karen Hughston Klauber by deed dated April 26, 1999, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 568 at Page 346.

22. That Karen Hughston Klauber n/k/a Karen H. Nichols conveyed Lots 11, 12 and unnamed Lot within Block C of green Acres Subdivision (all combined as Lot A) together with the Strip to Martha Pitts Carey by deed dated May 17, 2000, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 621 at Page 274.

23. That Martha Pitts Carey conveyed Lots 11, 12, and unnamed Lot within Block C of green Acres Subdivision (all combined as Lot A) together with the Strip to Carl E. Patterson by deed dated November 20, 2012 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1337 at Page 169.

24. That Carl E. Patterson conveyed Lots 11, 12 and unnamed Lot within Block C of Green Acres Subdivision (all combined as Lot A) together with the Strip to Carl E. Patterson and Paula P. Boone as joint tenants with rights of survivorship by deed dated November 21, 2012, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1337 at Page 174.

25. That Carl E. Patterson died on or about December 16, 2017.

26. That Paula P. Boone conveyed Lots 11, 12 and unnamed Lot within Block C of green Acres Subdivision (all combined as Lot A) together with the Strip (all referred to herein as the "Boone Property") to Paula P. Boone and Robbie T. Boone as joint tenants with rights of survivorship by deed dated November 6, 2018 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1606 at Page 2972.

27. That Defendants Boone obtained title to the Boone Property by the aforestated deeds and under color of title through unbroken chains of title over an 80 year period originating from A.S. Wilkinson.

28. That the Strip to which Plaintiff has claimed a public interest was never opened as a public thoroughfare, as acknowledged by all parties to the 1954 Agreement, which specifically states in pertinent part "since the establishment of the said subdivision and the preparation of said Plat, it has been made to appear that it is impracticable and not feasible to open the proposed street. . ."

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

29. That the parties to the 1954 Agreement acknowledged that it was not feasible to open the proposed street after the original 1937 Plat was drawn, meaning the proposed street had not been used as a public thoroughfare at the time.

30. That Plaintiff's predecessor in title as to Lots 1,2,3 and a portion of 4 in Block B" at the time of the 1954 Agreement was J. Ernest Young, and as to Lot 10 of Block C at the time of the 1954 Agreement was A.S. Wilkinson.

31. That J. Ernest Young, for himself, and his heirs, successors and assigns as to Lots 1,2,3 and a portion of 4 of Block B of Green Acres Subdivision, consented to forever recognize the closure of the proposed street and abandonment of any interest therein as a thoroughfare.

32. That A.S. Wilkinson, for himself, his heirs successors and assigns as to Lot 10 of Block C of Green Acres Subdivision, consented to forever recognize the closure of the proposed street and abandonment of any interest therein as a thoroughfare.

33. That A.S. Wilkinson, as the owner of the Strip, through the 1954 Agreement, acknowledged that he would allow only the portion of the Strip between Lots 11 and 12 of Block C of Green Acres Subdivision and Henrietta Street to be used as an outlet for the benefit of the owners of Lots 11 and 12 of Block C, and no others.

34. That no owner of Lots 11 and 12 ever constructed a residence on either lot, and never used the Strip as an outlet.

35. That title to Lots 11 and 12 was first combined in common ownership in Grace A. Martin on or about October 11, 1977.

36. That title to the Strip was combined or merged with title to Lots 11 and 12 in the name of James S. Klauber on or about December 30, 1991 ("1991 Klauber Deed"), extinguishing the necessity of any access easement or outlet for the benefit of Lots 11 and 12.

37. That the 1954 Agreement constituted an express abandonment of any right of way or easement created by the 1937 Plat.

37. That all parties and members of the public had record notice of the 1954 Agreement and the 1991 Klauber Deed, and no party no party claimed any right in the Boone Property.

38. That at all time times Plaintiff has enjoyed access to his real property from abutting road frontage along Henrietta Street.

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

39. That Plaintiff did not establish actual use of the Strip during his ownership or his predecessor since the 1991 Klauber Deed.

40. That Plaintiff's witness Butch Moore was uncertain as to whether his access to the rear of Plaintiff's property was from Plaintiff's property or the Strip.

41. Defendants Boone have maintained continuous ownership of the Boone Property under color of title since November 21, 2012, with chains of title originating from A.S. Wilkinson and for the Strip since the 1991 Klauber Deed.

42. That Defendants Boone have made significant improvements to the Boone Property including the addition of soil, concrete and brick walkways, drives and parking pads, lighting, drainage, landscaping and fencing.

43. That Defendants Boone have been in continuous, uninterrupted possession of the Boone Property since November 21, 2012, and their predecessors in title were in continuous, uninterrupted possession of the Boone Property during their respective periods of ownership, as to the entirety of the Boone Property, inclusive of the Strip, since December 30, 1991.

44. That Defendants Boone's use of the Boone Property has been open and hostile to all others, securing buildings, parking vehicles and maintaining all parts thereof as a personal residence with surrounding drives, walkways, and residential yard.

45. That the Boone Property has been identified as a single tax parcel by the County of Greenwood, South Carolina, bearing number 6856-013-500 during the period of Defendants Boone's ownership, and prior thereto under Tax Map No. 098-12-15-018.

46. That Defendants Boone have paid all ad valorem taxes assessed against the Boone Property since November 21, 2012, and that their predecessors in title have paid all ad valorem taxes assessed against the Boone Property, including the Strip, since at least 1991.

47. That Defendants Boone are the owners of a One Hundred and 00/100 (100.00%) Percent undivided interest in the Boone Property as joint tenants with rights of survivorship and not as tenants in common.

48. That Defendants Boone have allowed no other person to occupy the Boone Property with the exception of guests, permittees and invitees since acquisition.

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

49. That Defendants Boone are entitled to an order of this Court confirming the vesting of legal title to the Boone Property in Defendants Boone to the exclusion of all others, including the named Plaintiff.

50. That Defendants Boone would suffer irreparable injury if any party was allowed to claim title to or interest in the use of the Boone Property, including the Strip, which runs through the front yard of Defendants Boone, and upon which are constructed landscaping, concrete and brick walkways, lighting irrigation, concrete drives and parking pads.

51. That Plaintiff is barred by the doctrine of laches to establish any claim to or right of use to the Boone Property, including without limitation the Strip.

52. That Plaintiff is not now nor has ever been an owner of Lots 11 or 12 of Block C of Green Acres Subdivision.

53. That Plaintiff's predecessor in title executed and delivered the 1954 Agreement to forever close and abandon the proposed street, specifically acknowledging that the Strip retained by A.S. Wilkinson would be used for the exclusive benefit as an outlet for the owners of lots 11 and 12.

54. That Plaintiff has permanent legal access to his real property as it fronts on a public street, known as Henrietta Avenue.

55. That the Strip was never opened as a public thoroughfare, and was never maintained by any public body, nor members of the public.

56. That there was no testimony or evidence presented that there was any private use of the Strip for and during the period from the abandonment by the 1954 Agreement.

57. That Plaintiff has no standing to raise any claim as to ownership of any portion of the Boone Property, nor right of use to any portion thereof, including the Strip.

LAW

Abandonment

Plaintiff's argument is that the Strip of land in question was an unopened road, and as a road was subject to Plaintiff's use. Plaintiff did not own any adjoining property to the Strip of land in question until 2018. Notwithstanding, Plaintiff testified to some intermittent use for landscaping purposes more than 50 years ago when his father owned adjoining property, and

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

offered Butch Moore's testimony for the proposition that Mr. Moore used the strip during the ownership of Plaintiff's sister for landscaping approximately ten to fifteen years ago. Mr. Moore testified under oath that he accessed the rear of the Plaintiff property from the Plaintiff property. He was asked to clarify that position by the Court and reaffirmed that testimony. The Plaintiff's attorney attempted to reform that testimony but it was unrefuted. There was no undisputed evidence of use by Plaintiff or predecessors in the past thirty years.

A review of pertinent case law reveals that "[i]t is generally held that where land is divided into lots according to a plat thereof, showing streets, and lots are sold and conveyed with reference to said plat, the owner thereby dedicates the street to the public. Ordinarily there must be an express or implied acceptance before the dedication is complete, and such acceptance must be made within a reasonable time." Outlaw v. Moise, 222 S.C. 24, 71 S.E. 2d. 509 (1952). However, "as between the owner, who has conveyed lots according to a plat, and his grantee or grantees, the dedication is complete when the conveyance is made, even though the street is not accepted by public authorities." Blue Ridge Realty Co. v. Williamson, 247 S.C. 112, 145 S.E. 2d 922 (1965).

As to a public right of way, there must be dedication and acceptance. The original developer recorded a plat of record showing the strip of land as an unnamed street and did make conveyances based on said plat. Notwithstanding, the Strip was never opened as a street and there was no acceptance by the State or County for public use, nor was there public use. Therefore, the only possible right created by conveyances referencing the 1937 Plat would have been a private easement in any grantee of record that purchased a lot adjoining the Strip by reference to the 1937 Plat. "An easement may be lost by abandonment and in determining such question the intention of the owner to abandon is the primary inquiry. The intention to abandon need not be by express declaration, but may be inferred from all of the facts and circumstances of the case. It may be

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

inferred from the acts and conduct of the owner and the nature and situation of the property where there appears some clear and unmistakable affirmative act or series of acts clearly indicating, either a present intent to relinquish the easement, or purpose inconsistent with its further use." Hodge v. Manning, 241 S.C. 142, 151, 127 S.E.2d 341, 345 (1962).

In 1954, A.S. Wilkinson entered into an agreement (the "Agreement") with each grantee of lots adjoining the strip in question recognizing the strip was never opened as a road, declaring that it would be impractical to do so, and terminating any easement in the strip, with the exception of an easement for the benefit of the owners of Lots 11 and 12 across the limited portion of that strip fronting along Lots 11 and 12. The Agreement was recorded in the official real property records of Greenwood County. The Agreement was introduced at trial without objection. The Agreement is binding upon the parties to the agreement, and their heirs, successors and assigns. As Plaintiff points out in his brief, and with only limited exceptions that Defendants will address hereinbelow, it is a well settled principle that a grantee that derives title from a grantor "cannot stand in a more advantageous position than they did, nor can he claim any greater or superior rights than could be asserted by his grantors. . ." Mobley v. Cummings, 35 S.C. 101, 14 S.E. 721, 726 (1892). In this instance, Mr. Wilkinson released the private easement as the owner of Lot 10, and the Plaintiff's father, James Ernest Young, released the private easement as the owner of Lots 1,2,3, and a portion of 4, which together comprise all of the Plaintiff's current property. The Agreement was followed by cross deeds of conveyance among owners dividing the strip and combining it with the adjoining lots on either side of the centerline so as to completely extinguish any claim to use of the strip. The actions of these parties is a clear expression of intent of abandonment and must be recognized.

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

As to the issue of abandonment, the Agreement is clear and was an express act. Our courts have gone further, in the absence of an express act, and stated that in a determination of abandonment, "[i]t is proper to consider, and to give due weight to the nature of the property or right, and the conduct of the owner [in relation] to it, and also the fact, where it is a fact, that at the time the question comes up for determination such property or right is being adversely used by another, or others. Lapse of time, and nonuser, are likewise circumstances to be taken into consideration, even though neither of them is, in itself, an element or act of abandonment." Hodge v. Manning, 241 S.C. 142, 152, 127 S.E.2d 341, 345 (1962). The issue of adverse use will be addressed in this brief below. The undisputed evidence submitted to the Court is that there was no public use of the strip post abandonment, except for Plaintiff's testimony of intermittent use for traversing with equipment before he moved from his parent's home prior to 1970. Even the owners of Lots 11 and 12, for whom a private easement was reserved, did not make use of the strip, until Lots 11 and 12 were combined with adjoining property within Defendants chain of title, thereby merging title and extinguishing the private easement for Lots 11 and 12.

The Supreme Court of the State of South Carolina addressed a case with substantially similar facts in Immanuel Baptist Church v. Barnes, 274 S.C. 125, 264 S.E. 2d 142 (1980). In that case, the parties were adjacent property owners whose respective chains of title shared a common grantor. The owner of a skating rink fronting along a public right of way, sought additional access for convenience of patrons by connecting a private driveway upon his property to a private driveway on the adjoining church's land that was used by the church between its facilities. The connection of the private roadways would have in effect opened a shared roadway what was once planned as "Benson Drive" and was designated as such on a plat prepared in 1955 of a proposed residential subdivision to be known as Happy Acres. The Toole family had envisioned the

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

subdivision, but through the years sold property to the church both prior to and after the recording of the plat. The Toole family decided to abandon the residential project and close the proposed streets shown on the Plat. Much like the Agreement in the instant case, the Toole family executed an "Agreement for Closing Streets" which was signed by the family lots owners and the church. As in the instant case, the agreement reflected the intent of the parties to close Benson Drive, but that portion which divided the Church property was left open by the agreement for its use. The skating rink owner, like Plaintiff, argued that he took title by reference to the plat showing Benson Drive, and that there was a dedication of a private easement.

The Supreme Court in Immanuel noted the principle of creation of private easement outlined in Outlaw v. Moise, and then noted the equally well-settled principle that an easement may be relinquished by abandonment, express or implied, citing Hodge v. Manning. The Court held "if there appears a present intention to relinquish the easement, or if there is clear evidence of a purpose inconsistent with the existence of the easement, then a case for abandonment is presented." Immanuel Baptist Church v. Barnes, 274 S.C. 125, 131, 264 S.E. 2d. 142, 145 (1980). In the Immanuel case the Court held that the agreement reflected the intention of the owners and those with beneficial interests to abandon the easement and "[t]he Agreement for Closing Streets was of record and within appellant's chain of title at the time appellant originally purchased the property from the Toole children. This was sufficient to put him on notice of the agreement and impute to him the recitals contained therein." Immanuel at 132, 145.

In the instant case, the parties to the Agreement never sought to revive the rights abandoned by the Agreement, and there is no record evidence of any documents creating new rights. The strip was blocked by the original curbing of the public roadway for approximately seventy years. Even absent the express act of the Agreement, the Court must consider the nonuse by the general

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

public and even the owners of lots 11 and 12, and the adverse use by the Defendants and their predecessors in title since 1991, a span of more than 30 years, to make the strip in question a portion of the yard and curtilage of the home located at 406 East Henrietta Avenue. Plaintiff cannot avail himself of an easement that has been abandoned for seventy years.

Paramount Title

Defendants Boone are the current record titleholders of the Boone Property, including the Strip of property in question. One or both of Defendants have held record title since November 21, 2012. Until the filing of this action, that title remained undisturbed. The uncontradicted testimony revealed that Defendants' predecessor in title, James Klauber, obtained a quitclaim title to the strip from Katherine Wilkinson as the sole heir of A.S. Wilkinson in 1991. A.S. Wilkinson retained title to the Strip in question after the Agreement and cross conveyance deeds were complete to remain as an outlet for Lots 11 and 12, which merged in title with James S. Klauber. The testimony revealed that there was no conveyance of the Strip prior to 1991. From 1991 through the date of the hearing, record title to the Strip was conveyed from titleholder to titleholder ending with Defendants. The uncontradicted testimony revealed that neither party had knowledge of any title claims, objections to title, injunctions, or actions to enforce easement prior to the filing. Plaintiff, although not a titleholder at the time, testified that he and his sibling apparently had both record notice and actual notice that James Klauber obtained and claimed title to the strip in question in 1991.

The party establishing legal title is presumed to be in possession thereof and any other party's occupation of the property is subordinate unless adverse possession or easement by prescription is established by that other party by clear and convincing evidence. S.C. Code Ann. § 15-67-210 (2005); Taylor v. Heirs of William Taylor, 419 S.C. 639, 650-51, 799 S.E.2d 919, 924-

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

25 (Ct. App. 2017). Moreover, contradicting Plaintiff's argument that a quitclaim conveyance is of no force nor effect, *color of title can derive from a defective deed or a quitclaim deed even though the grantor was without interest in or title to the property conveyed.* See Graniteville Co. v. Williams, 209 S.C. 112, 39 S.E.2d 202 (1946) (emphasis added). Plaintiff submitted no evidence of adverse possession to overcome the statutory presumption of superiority of legal title to the subject property in Defendants. See S.C. Code Ann. § 15-67-210 ("In every action for the recovery of real property or the possession thereof the person establishing a legal title to the premises shall be presumed to have been possessed thereof within the time required by law. The occupation of such premises by any other person shall be deemed to have been under and in subordination to the legal title unless it appears that such premises have been held and possessed adversely to such legal title for ten years before the commencement of such action.").

The cardinal rule of an action to quiet title is that the moving party must establish its claim based upon the strength of its own claim, and not the weakness of the other party's claim. Hoogenboom v. City of Beaufort, 315 S.C. 306, 313, 433 S.E.2d 875, 880 (Ct. App. 1992) ("In an action to quiet title, the plaintiff must recover on the strength of his own title, not on the alleged weakness of the defendant's title."). The Plaintiff failed to introduce evidence of any kind on this issue, other than the contradictory testimony of Butch Moore.

Plaintiff again is arguing for the Court to ignore Defendants established legal title, to shift the burden of proof. Defendants legal title affords them a presumption of possession and a presumption of unencumbered title. It is Plaintiff's burden to bear to prove that Defendants' title is encumbered by an easement. It is Plaintiff's burden to overcome the Agreement, and the cross conveyances, the Wilkinson deed to Klauber, and the intervening title history. The only evidence presented on this basis was the testimony of Butch Moore, who testified under oath that he

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

accessed the back yard of the Plaintiff's predecessor's property through the side yard of that property, and not across the strip. Mr. Moore was questioned separately on cross examination and the Court asked for clarification and this was reaffirmed. After Mr. Moore testified, Plaintiff and Plaintiff's counsel attempted to reform this testimony.

Assuming for argument's sake that Plaintiff had successfully attacked Defendants' legal record title by clear and convincing evidence, Defendants in turn established legal title by adverse possession under color of title since 1991. Plaintiff recites the principle that no grantee can gain greater rights than their grantor. There are exceptions to that rule and adverse possession under color of title, where additional rights are created by the actions of the party and the passage of time, is one notable exception. That is precisely why the Court cannot look at a ninety year old plat and conveyance and apply law to the current parties, without considering the intervening history. As Defendants established through the chain of title, legal title under color of title originating from the Wilkinson Deed, the only requirement of actual possession necessary to establish adverse possession under color of title in favor of Defendants is a writing describing the entire area claimed; possession of any part of this area then operates as a possession of the whole. There was uncontradicted testimony that the Defendants maintained the strip as a part of the yard and curtilage of the home, made improvements thereon, and maintained the walkways, driveways, lawn, and curbing so as to prevent anyone's passage diagonally across the front yard of the Defendants. The Defendants and their predecessors in title have been assessed with the strip being included as a portion of their tax parcel since 1991, and they have paid all taxes assessed against the subject property.

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

Equitable Considerations/Laches

If Plaintiff had established a claim for a private easement by clear and convincing evidence, absent the seventy year abandonment, and overcoming the legal title claim that remained unbroken for more than thirty years, the Court would be required to determine the extent and allowable use of same versus equitable considerations. Plaintiff or his predecessors in title actively engaged in the creation, execution and delivery of documents which upon the face of same purported to abandon the very easement for which he argues entitlement. Although the strip was to be maintained for Lots 11 and 12, Plaintiff argues it should benefit Lots 10 and 1. If the Court were to allow that, what would prevent the owners of Lots 9 and 2 from making the same argument, and so on. Defendants' predecessors in title built a residence in 1948, with walkways encroaching into the alleged easement area. Public authorities constructed rectangular edge curbing along East Henrietta Avenue preventing the use of the alleged easement area based upon examination of tax maps for more than a fifty year period. Defendants testified that Lots 11 and 12 were landscaped and that area as well as the subject area fenced shortly after they acquired title to the property in approximately 2013. They testified that they caused curb cuts to allow access from East Henrietta in 2016, hiring a contractor to level the area, clear it, and add fill dirt in the alleged easement area and improving the same with fill dirt and gravel as early as 2016 at an expense of $4,800.00. The Defendants also improved the area by installing electrical lines, exterior outlets, and exterior lighting in 2016 at an expense of approximately $800.00. The Defendants continued to make improvements to the alleged easement area to include pouring a concrete pad in 2018 at an expense of $7,000.00, and additional walkways at an expense of $4,000.00, to allow for parking and facilities for the Defendants' motorcoach. The Defendants added additional landscaping in the

area in 2019 at an expense of $5,000.00. Most of the improvements were completed prior to filing of this suit.

Plaintiff is barred from recovery based upon the equitable doctrine of laches. The doctrine of laches is defined as neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done. Hallums v. Hallums, 296 S.C. 195, 198, 371 S.E. 2d 525, 527(1988). Under the doctrine, if a party knowing his rights does not seasonably assert them, and by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights. See Robinson et al. v. Estate of Harris, 388 S.C. 630, 698 S.E. 2d 222 (2010). In the Robinson case, the court held that claimants of real property in an action to quiet title thirty nine years after a conveyance was barred by the doctrine of laches. The party seeking to establish laches must show: (1) a delay, (2) that was unreasonable under the circumstances, and (3) prejudice. Hallums, 296 S.C. at 198, 371 S.E. 2d at 527.

Plaintiff testified that he was aware that James Klauber acquired title to the strip in 1991. Plaintiff again was not a titleholder but purported to represent the titleholder. No action was taken by Plaintiff in any capacity on his own behalf or on behalf of any predecessor in title until 2020. That delay is unreasonable. The delay caused prejudice to the Defendants and their predecessors in title by the construction of walkways, driveways, utility installations, landscaping, grading and fill dirt to improve the residence at 406 East Henrietta Avenue. Even if Plaintiff's legal arguments overcome the many burdens, Plaintiff and his heirs, successors and assigns should be constrained from using any easement in equity.

Compensation of Special Referee

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

Pursuant to SCRCP 53(d), it is incumbent on the Special Referee to specify the compensation due him for his services and the liability for payment of same.

In this case, the Special Referee has spent six hours in trial, legal research, viewing of the premises involved, consideration of the briefs of the parties, and communication with the attorneys of record. I find that a fee of $1,800.00 would constitute reasonable compensation for such efforts. I also find that it is fair and equitable that this fee be shared equally by the parties.

THEREFORE, IT IS HEREBY ORDERED:

A. Defendants Boone own a 100% undivided interest in the Boone Property, including the Strip, in fee simple to the exclusion of the interest of all others, including Plaintiff.

B. That all other persons and/or entities named herein or derivative of those named herein have no right, title, interest in, or lien upon the Property, and are forever barred from claiming or asserting the same for matters occurring prior hereto, specifically including without limitation any claim to title, right of way, road, ingress/egress easement or otherwise;

C. That the Clerk of Court for Greenwood County is hereby authorized and directed to record a copy of this Order in the official records for real estate transactions to place all third parties on notice of the vested title in Defendants Boone.

D. The Plaintiff is ordered to pay the sum of $900.00 to the undersigned and the Defendants jointly are ordered to pay the sum of $900.00 to the undersigned.

AND IT IS SO ORDERED.

Nov. 7, 2024

BY: _____

W. Reid Cox, Jr., Esq.

Special Referee for Greenwood County

ELECTRONICALLY FILED - 2024 Nov 08 4:11 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

ELECTRONICALLY FILED - 2024 Nov 17 8:37 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
James Ernest Young, Jr.,	)	
	)	
Plaintiff,	)	
	)	2021-CP-24-0361
-vs	)	
	)	Rule 59e Motion
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

Pursuant to Rule 59e of the South Carolina Rules of Civil Procedure, James Ernest Young moves this Court to alter or amend the Judgment entered in this matter based upon the following:

1. In Paragraph 31, of the Order this Court erred in concluding that the Plaintiff's predecessor in title "consented to forever recognize the closure of the proposed street and abandonment of any interest therein as a thoroughfare." In the agreement, the predecessor in title agreed to close and abandon only a portion of the street shown on the plat by which the predecessor in title purchased Lots 1,2,3 and a portion of 4 of Block B of Green Acres Subdivision.

2. In paragraph 32 of the Order, the Court erred in concluding A. S. Wilkinson consented to recognize the closure of the road. Mr. Wilkinson in the 1954 Agreement agreed only to the closing of a portion of the road.

3. In paragraph 33 of the Order, the Court erred in concluding the 1954 Agreement would "allow only the portion of the Strip between Lots 11 and 12 of Block C of Green Acres

Subdivision and Henrietta Street to be used as an outlet for the benefit of the owners of Lots 11 and 12 of Block C, and no others." The 1954 Agreement did not take away the legal right that the Plaintiff's predecessor in title acquired to use the unopened road as he had purchased the properties he owned based upon the plat showing the road. To relinquish the right of the Plaintiff's predecessor in title to the use of the unopened street, the agreement would be required to specifically deprive the Plaintiff's predecessor in title of the legal right to use the unopened road as he had acquired that right when he purchased his lots based upon the 1937 plat showing the unopened road.

4. In paragraph 37 of the Order the court erred in concluding "That the 1954 agreement constituted an express abandonment of any right of way or easement created by the 1937 plat." This finding is contrary to the plain wording of the 1954 agreement which specifically included the language that the unopened road, adjoining the property of the Plaintiff's predecessor in title, was to remain an unopened road on the 1954 plat.

5. In paragraph 37 [the second 37] the Court concluded, "That all parties and members of the public had record notice of the 1954 Agreement and the 1991 Klauber Deed, and no party no party [sic] claimed any right in the Boone property." To the extent this paragraph is meant to conclude no party claimed an easement to use the unopened road, this finding is in error. To the extent the paragraph was intended to mean no party was claiming title or ownership of the Boone property, this statement would be correct.

6. In paragraph 40 the court stated, "That Plaintiff's witness Butch Moore was uncertain as to whether his access to the rear of Plaintiff's property was from Plaintiff's property or the strip." This finding ignores the testimony of Mr. Moore that when the neighbor to the left of the

ELECTRONICALLY FILED - 2024 Nov 17 8:37 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

Plaintiff's property stopped him from using their driveway to access the rear of the property, he was required to go to the right side of the Plaintiff's house to access the rear. This Court, having observed the property, noticed the brick wall to the right of the house so that the only access to the rear of the house from the right side was to use the easement in question. The brick wall goes to the edge of the Plaintiff's property.

7. In paragraph 49 the Court concluded "The Defendant's Boone are entitled to an order of the Court confirming the vesting of legal title to the Boone Property in Defendants Boone to the exclusion of all others, including the Plaintiff." To the extent this paragraph give the Boones legal title to the property, the Plaintiff has never disputed that the Boones had legal title to the property. To the extent the paragraph is intended to exclude the Plaintiff from having the right to ingress and egress over the unopened road shown on the plat, this paragraph is error.

8. In paragraph 50 the Court erred in concluding that the Defendants Boone would suffer irreparable injury apparently due to the construction of improvement upon the strip. The Court erred in so concluding as the removal of the structures to allow ingress and egress would not be an irreparable injury. Furthermore, the Court apparently failed to consider that the Boones made the improvements with full knowledge that the improvements were made on an unopened road which under the law the Plaintiff, through his predecessor in title, had acquired a legal right to use.

9. In paragraph 51 the Court erred in concluding the doctrine of laches barred the Plaintiff from establishing any claim. The Court erred in failing to make reference to any facts which established such a claim. Furthermore, until the Plaintiff erected a fence and other improvements, the Plaintiff had full access to the use of the easement and did not need to file any

ELECTRONICALLY FILED - 2024 Nov 17 8:37 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

action against the Boones.

10. In paragraph 53 the Court erred in concluding that the 1954 agreement was intended "to forever close and abandon the proposed street, specifically acknowledging that the Strip retained by A. S. Wilkinson would be used for the exclusive benefit as an outlet for the owners of lots 11 and 12." The Court failed to note the agreement was not for the exclusive use of lots 11 and 12. The unopened road was left open for the benefit of those two lots but nothing in the agreement extinguished the previously acquired right of the Plaintiff's predecessor in title to use the unopened road as per the law giving the Plaintiff's predecessor in title the right to use the unopened road as it adjoined his property.

11. In paragraph 56 the court erred in concluding that "there was no testimony or evidence presented that there was any private use of the Strip for and during the period from the abandonment in by the 1954 agreement." First, there was no abandonment of the Strip in question in 1954. Second, the finding is contrary to the other factual finding that the Strip has previously been used as a means to gain access to the rear of the Plaintiff's property.

12. Under the "Abandonment" section of the Order this Court erred in implying that the Plaintiff did not acquire the rights of his predecessor in title who did legally acquired the right to use the unopened road as a means of ingress and egress to the rear of his property. As noted previously, Butch Moore testified he was forced to go to the right of the Plaintiff's house after another owner prevented him from using their driveway. In *Witt v. Poole,* 182 S.C. 110, 188 S.E. 496 (1936) the court held that mere non-use over a period of time, without more, does not constitute abandonment. This Court failed to apply this long established legal principle.

13. On page 9 of the Order, this Court discussed the fact that the unopened road was

ELECTRONICALLY FILED - 2024 Nov 17 8:37 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

never opened to the pubic. This is simply not relevant to the issues in this case. The Plaintiff has never contended the unopened road was or should have been opened to the public. The Court then discusses abandonment without citing any action by the Plaintiff by which an abandonment could be construed, except for non-use which as a matter of law is insufficient to constitute abandonment.

14. On page 10 of the Order, the Court stated, "In this instance, Mr. Wilkinson released the private easement as the owner of Lot 10 and the Plaintiff's father, James Ernest Young, released the private easement as the owner of Lots 1,2,3, and a portion of 4, which together comprise all of the Plaintiff's property. The agreement was followed by cross deeds of conveyance among owners dividing the strip and combining it with the adjoining lots on either side of the centerline so as to completely extinguish any claim to the use of the strip." To the extent this finding is limited to the portion of the unopened road that was in fact closed by agreement of all property owners, the Plaintiff has no objection. To the extent this was meant to included the stip of land labeled "unopened road" in the 1954 Agreement, this conclusion is without any factual foundation. The 1954 Agreement left an unopened road adjoining the property of the Plaintiff's predecessor in title.

15. In the Order, the Court relied upon *Immanuel Baptist Church v. Barnes.* 274 S.C. 125, 264 S.E.2d 142 (1980). This case is not applicable to the facts of this case. In *Immanuel Baptist Church,* the original plat showing a street labeled as "Benson Drive" was prepared in 1955. In 1959, the church and the Toole children, who had inherited the undeveloped subdivision, entered into an agreement to close Benson Drive. As the Court described the agreement, "This agreement reflected the intention of the parties to close Benson Drive and

ELECTRONICALLY FILED - 2024 Nov 17 8:37 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

declared that it shall no longer be recognized or used for street purposes. However, that portion of the roadway which divided the church property and which was used by respondent as a driveway was left open by the agreement." *Id.* at 129, 264 S.E.2d at 144. Mr. Barnes purchased his property from the Toole children after the agreement closing the road had been signed and filed in the office of the clerk of court. Under those circumstances, the court properly held Mr. Barnes was on record notice the road had been abandoned. No such facts exist here. The Plaintiff's predecessor in title was a party to the agreement that specifically left the unopened road as a means of ingress and egress. As previously noted, the unopened road adjoined the property of the Plaintiff's predecessor in title. As a matter of law, the right of the Plaintiff's predecessor in title to use the unopened road passed to the Plaintiff.

16. In the Order on page 12, the Court stated, "In the instant case, the parties to the Agreement never sought to revive the rights abandoned by the Agreement and there is no record evidence of any documents creating new rights." To the extent this statement refers to the portion of the unopened road that was in fact abandoned by the agreement of adjoining property owners, the Plaintiff has no objection. To the extent that this sentence is meant to apply to the unopened road in dispute in this litigation, the 1954 Agreement left the unopened road as a means of ingress ad egress, which would include the use of the road by Plaintiff's predecessor in title. The non-use by the general public is simply not of importance in this action as the road was never dedicated to the general public.

17. On page 13 of the Order, this Court said, "The uncontradicted testimony revealed that neither party had knowledge of any title claims, objections to title, injunctions, or actions to enforce easement prior to the filing." To the extent this is meant to say no one ever objected to

ELECTRONICALLY FILED - 2024 Nov 17 8:37 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

the ownership of the unopened road by Mr. Klauber and his successors in title, this would be correct. The Plaintiff has never disputed Mr. Klauber purchased the unopened road. Mr. Klauber and his successors in title were also on record notice that the plat as per the 1954 Agreement showed an unopened road that adjoined the property of the Plaintiff's predecessor in title. As such, they were on record notice the Plaintiff had the right of ingress and egress over the unopened road.

18. On page 13 the Court appears to make a finding as to adverse possession against the Plaintiff. The Plaintiff has never claimed ownership of the unopened road. That issue was not before the Court. Continuing on page 14, the Court stated, "Moreover, contradicting Plaintiff's argument that a quitclaim conveyance is of no force nor effect, *color of title can derive from a defective deed or a quitclaim deed even though the grantor was without interest in or title to the property conveyed."* The Plaintiff has never contended that the Boones do not own the property. The Boones purchased what Mr. Klauber purchased - the right to fee simple title in an unopened road. Such a finding cannot as a matter of law extinguish the right of the Plaintiff to have ingress and egress over the unopened road.

19. On page 14, the Court stated, "Defendants legal title affords them a presumption of possession and a presumption of unencumbered title." To the extent this sentence means that there is a presumption of no easement across their title, no such law exists. As noted previously, the fact that the Plaintiff's predecessor in title has the legal right to ingress and egress across the unopened road, no presumption of title can eliminate or extinguish that right.

20. On page 14 the Court also stated, "It is Plaintiff's burden to overcome the Agreement, and cross conveyances, the Wilkinson deed to Klauber, and the intervening title

ELECTRONICALLY FILED - 2024 Nov 17 8:37 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

history." Plaintiff does not need to overcome the 1954 Agreement. The Agreement, in which a small portion of the road shown on the original subdivision plat was to remain an unopened road, is the basis for the Plaintiff's claim in this case. The 1954 Agreement recognized the Plaintiff's predecessor in title as an adjoining landowner of the unopened road. Under South Carolina law this gave the Plaintiff's predecessor in title the right to use the unopened road and that right now exists in the Plaintiff.

21. On page 15 of the Order, the statement is made, "Assuming for argument's sake that Plaintiff had successfully attacked Defendant's legal title record title by clear and convincing evidence, Defendants in turn established legal title by adverse possession under color of title since 1991." The court erred in concluding the Plaintiff has ever attacked the title ownership in the Defendants. The Plaintiff has never disputed that the Defendants own the unopened road just as Mr. Klauber did when he acquired the unopened road from the heirs of Mr. Wilkinson. In the same paragraph the Court stated, "That is precisely why the Court cannot look at a ninety year old plat and conveyance and apply law to the current parties, without considering the intervening history." Plaintiff would simply point out that the ninety year old plat, as modified by the 1954 Agreement, is the basis for the ownership of the property by all parties to this action. The law to be applied is the well recognized law in South Carolina that when a purchaser acquires a piece of property subject to a plat that shows a road, the purchaser acquires an interest in the right to use the road. This principle of law is older than ninety years. Further, the fact that the Boones pay taxes on the property is of no consequence. Prior to the 1954 Agreement, Mr. Wilkinson would have paid the taxes on the unopened roads he had placed on the plat. This action by Mr. Wilkinson did not extinguish the right of people who purchased pursuant to the plat to use the

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unopened road.

22. Under the heading "Equitable Considerations" on page 16 this Court said, "If, Plaintiff had established a claim for a private easement by clear and convincing evidence, absent the seventy year abandonment, and overcoming the legal title claim that remains unbroken for more than thirty years, the Court would be required to determine the extent and allowable use of same versus equitable considerations." First, prior provisions of this order found the easement was used for a number of years after the Plaintiff predecessor in title acquired the property. Second, the Court again makes reference to "legal title claim" which is not an issue in this case. Thirdly, in considering the equitable claim, the Court failed to consider the fact that the claim of the Plaintiff to the easement has been a matter of record notice since at the 1954 Agreement which was based upon the 1937 plat which established the original right of the Plaintiff's predecessor in title to use the unopened road. Fourthly, the original laying of a sidewalk by the predecessors in title did nothing to prevent the Plaintiff's predecessor in title from enjoying the full use of the easement. Finally, the fact that the Defendants made improvements on the easement should be of no importance. As noted, the Defendants were on record notice of the easement. They ignored the rights of the Plaintiff at their own peril. They cannot gain a benefit from their ignoring the easement rights of the Plaintiff. While many improvement were made prior to filing of the suit, had the improvement not been made, the suit would not have been necessary. The Court in ruling on this issue also appears to ignore the testimony of both parties that when the improvement first began, the Plaintiff had a conversation with the Defendants informing them of his right to use the unopened road.

For the foregoing reasons, this Court should issue a new order correcting the legal and

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factual errors and issue an order in favor of the Plaintiff.

November 17, 2024

/s/ C. Rauch Wise

C. Rauch Wise
305 Main Street
Greenwood, SC 29646
(864) 229-5010
S.C. Bar ¹ 6188
rauchwise@gmail.com

Attorney for James Ernest Young, Jr.

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ELECTRONICALLY FILED - 2025 Dec 04 5:10 PM - GREENWOOD - COMMON PLEAS - CASE#2021CP2400361

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	Case No. 2021-CP-24-00361

James Ernest Young, Jr.,	)	
	)	
Plaintiff(s),	)	ORDER
vs.	)	
	)	
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendant(s).	)	
	)	

This matter is before me on the motion of Plaintiff's counsel under Rule 59(e) SCRCP to alter or amend the Final Order in this case dated November 7, 2024. Subsequent to the filing of that order, the Court requested additional information concerning one aspect of the case, either by way of another hearing or filings of additional evidential materials by consent. Both parties have filed exhibits without objection consisting of affidavits by Defendants and copies of letters by Plaintiff.

After additional consideration of all arguments and evidence submitted by both parties,

IT IS HEREBY ORDERED that Plaintiff's motion for alteration or amendment of the prior order of this court dated November 7, 2024, is hereby denied.

December 3, 2025
Laurens, SC

W. Reid Cox, Jr., Special Referee

RECEIVED
Dec 31 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas
Hon. W. Reid Cox, Jr., Special Referee

Case № 2021-CP-24-00361

James Ernest Young, Jr. . . . . Appellant,

vs.

Robbie T. Boone and Paula P. Boone. . . . . Respondent.

NOTICE OF INTENT TO APPEAL

James Ernest Young, Jr. appeals the Order of the Honorable W. Reid Cox, Jr., dated November 7, 2024, filed November 8, 2024, and Order filed December 4, 2025. Appellant received a copy of this decision on December 4, 2025.

Dec. 31, 2025

C. Rauch Wise
Attorney at Law
305 Main Street
Greenwood, SC 29646
(864) 229-5010

Attorney for Appellant

OTHER COUNSEL OF RECORD

Douglas L. Bell
P.O. Box 1547
Greenwood, SC 29648
864-229-2511 Ph
864-229-5327 Fax
dbell@mcdonaldpatrick.com

D Ex. 1-A

ATTORNEYS AT LAW
TEXTILE BUILDING
GREENWOOD, S. C.

105/p 367

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENWOOD.)

Filed this 21 day of April 1954
and recorded in Vol. Deed 105 page 367
C.C.C.P. & G.S.

A. S. Wilkinson)
and :
J. Ernest Young, Macy May George, Mike G. Miserlis and Sam Agnew.)

. . . . . :

AGREEMENT.

WHEREAS, A. S. WILKINSON owned a certain tract of land in the vicinity of the intersection of Henrietta Avenue and Cokesbury Street, in the City of Greenwood, and within Greenwood County, the State of South Carolina, and caused the said tract to be subdivided and platted into lots and streets as will be more reflected by reference to a plat of the said subdivision made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, which plat appears of record in the Office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 8; and,

WHEREAS, since the establishment of the said subdivision and the preparation of the said plat, it has been made to appear that it is impracticable and not feasible to open the proposed street as shown on the said plat which extends in a Northeasterly direction from the existing Henrietta Avenue to Cokesbury Street, which said proposed street purports to separate Block "B" and "C" as shown on the said plat; and,

WHEREAS, it appears that the only parties owning property along, upon and adjacent to said proposed street are A. S. WILKINSON, J. ERNEST YOUNG, MACY MAY GEORGE, MIKE G. MISERLIS and SAM AGNEW; and

WHEREAS, all of the property owners owning the property abutting and adjacent to the said proposed street are desirous of forever closing that portion of the proposed street

which extends from a line representing the Northeastern side of Lot No. 11 of Block "C", when extended in a straight line across the said proposed street, to a point representing the intersection of such proposed street with Cokesbury Street. The section of the said proposed street proposed to be closed is bounded on the Northwest by a portion of Lots Nos. 1, and also Lots Nos. 2, 3, 4, 5 and 6, of Block "B", owned by J. Ernest Young, and Lots Nos. 7, 8, 9 and 10, of Block "B", owned by Macy May George; on the Southeast by Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, of Block "C", being the property of A. S. Wilkinson; and on the Southwest by a small section of the said proposed street which lies to the Northeast of Lots Nos. 11 and 12, of Block "C", which is to be left open as an outlet for the owners of Lots Nos. 11 and 12 of Block "C"; NOW, THEREFORE,

IN CONSIDERATION of the recitals hereinabove, together with the benefits to be derived by each of the undersigned, and in consideration of the execution of the within instrument by each of the undersigned, We, the undersigned, to hereby specifically agree to forever close that portion of the proposed street which extends from a line representing the Northeastern side of Lot No. 11 of Block "C", when extended in a straight line across the said proposed street, to a point representing the intersection of such proposed street with Cokesbury Street. The section of the said proposed street proposed to be closed is bounded on the Northwest by a portion of Lot No. 1, and also Lots Nos. 2, 3, 4, 5 and 6, of Block "B", owned by J. Ernest Young, and Lots Nos. 7, 8, 9 and 10, of Block "B" owned by Macy May George; on the Southeast by Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, of Block "C", being the property of A. S. Wilkinson; and on the Southwest by a small section of the said proposed street which lies to the Northeast of Lots Nos. 11 and 12, of Block "C", which is to be left open as an outlet for the owners of Lots Nos. 11 and 12, of Block "C".

WITNESS the Hands and Seals of the undersigned, this 31st day of March, 1954.

Witnesses:

Alice W. Lang

A. S. Wilkinson (L.S.)

J. Ernest Young (L.S.)

Mary May George (L.S.)

Mike G. Miserlis (L.S.)

Sam Agnew (L.S.)

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENWOOD.)

RENUNCIATION OF DOWER.

I, _____, Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Minnie G. Wilkinson, Mrs. Ray B. Young, Mrs. Mary S. Miserlis, and Mrs. Grace W. Agnew, the wives, respectively, of the within named A. S. Wilkinson, J. Ernest Young, Mike G. Miserlis and Sam Agnew, did this day each appear before me, and each upon being privately and separately examined by me, did each declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

GIVEN under my Hand and Seal this 31st day of March, A. D., 1954.

_____ (L.S.)
Notary Public for S. C.

Mrs. Minnie G. Wilkinson

Mrs. Ray B. Young

Mrs. Mary S. Miserlis

Mrs. Grace W. Agnew

DEFENDANT'S EXHIBIT

#1 - B

BOOK 85

S.S. 3.00
Fed 1.65

225

A. S. Wilkinson TO Furman B & Louie F Coleman

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

KNOW ALL MEN BY THESE PRESENTS, That I, A. S. Wilkinson, of the City of Greenwood in the State aforesaid for and in consideration of the sum of Fifteen hundred ($1500.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Furman B and Louie F. Coleman City of Greenwood 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 Furman B & Louie F. Coleman, the following described property, to-wit: ~~all that tract or parcel or lot of land situate, lying and being in~~ Township, ~~Greenwood County, in the State aforesaid,~~ containing acres, ~~more or less, and bounded by the lands of~~

All that certain piece, parcel and lot of land, situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, being located in Block C, known as Green Acres, measuring 92 ft. on Henrietta Avenue, 91 ft. on the South side, 200 ft. on the West side and 180 ft. on the East side, as shown on the original plat recorded at the Court House.

Together with all and singular the Rights, 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 Furman B & Louie F. Coleman, their heirs and assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said premises unto the said Furman B & Louie F. Coleman, their Heirs and Assigns, against me and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 19th day of May in the year of our Lord one thousand nine hundred and fifty, and in the one hundred and seventy-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of
Janelle R. Bryan
Ruth S. Capeland

A. S. Wilkinson (L. S.)
(L. S.)

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

PERSONALLY appeared before me Janelle R. Bryan and made oath that she was present and saw the within-named A. S. Wilkinson Sign, Seal and as his act and deed, deliver the within-written Deed, and that she with Ruth S. Capeland witnessed the execution thereof.

Janelle R. Bryan

SWORN to before me, this 19th day of May, A. D. 195 0
Estelle Fauche McCravy (L. S.)
Notary Public for South Carolina.

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

RENUNCIATION OF DOWER

I, Estelle Fauche McCravy, do hereby certify unto all whom it may concern, that Mrs. Minnie Greene Wilkinson, the wife of the within-named A. S. Wilkinson, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Furman B & Louie F. Coleman, their Heirs, Assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

GIVEN under my Hand and Seal, this 19th day of May, A. D. 195 0

Minnie Greene Wilkinson

Estelle Fauche McCravy (Seal)
Notary Public for South Carolina. (L. S.)

Recorded 24th day of May, A. D. 195 0, and Certified. 9 20 am

A. L. Milling, C. C. C. P.

DEFENDANT'S EXHIBIT

1-C

BOOK 86 S.S. $37.00 Tax #20.35

SALES, LEMON & CRISWELL, CHARLESTON, S. C.

Furman B. Coleman and Lovie F. Coleman TO Mike G. Miserlis

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

KNOW ALL MEN BY THESE PRESENTS, That We, Furman B. Coleman and Lovie F. Coleman, of Greenwood County in the State aforesaid, for and in consideration of the sum of Eighteen Thousand Five Hundred and No/100 DOLLARS, to Me in hand paid at and before the sealing of these presents, by Mike G. Miserlis of Greenwood County in the State aforesaid the receipt whereof is hereof acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said Mike G. Miserlis, the following described property, to-wit:

~~all that tract or parcel or lot of land situate, lying and being in Township, Greenwood County, in the State aforesaid, containing acres, more or less, and bounded by the lands of~~

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known and designated as an unnamed lot in Block "C" of Green Acres Subdivision as shown on a plat thereof made by Thomas C. Anderson, Surveyor, dated September 4, 1937 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 8. The said plat shows the lot hereby conveyed fronts Ninety-two and five-tenths (92.5) feet on Henrietta Avenue and runs back therefrom on the Northeastern side a distance of One Hundred Eighty (180) feet and on the Southwestern side a distance of Two Hundred (200) feet and is Ninety-one (91) feet wide in the rear and is bounded as follows: On the Northwest by Henrietta Avenue; on the Northeast by Lot No. Twelve (12) of Block "C"; on the Southeast by Parts of Lots Fourteen (14) and Fifteen (15) of Block "C"; and on the Southwest by another unnumbered lot. This is the identical property conveyed to Furman B. Coleman and Lovie F. Coleman by L. S. Wilkinson by deed dated May 19, 1950, and recorded in the office of the Clerk of Court for Greenwood County in Deed Book 85, at Page 225.

Together with all and singular the Rights, 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 Mike G. Miserlis, his heirs and assigns forever.

And We do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said premises unto the said Mike G. Miserlis, his Heirs and Assigns, against us and our Heirs and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our Hand & and Seal s, this Twenty-seventh day of March, in the year of our Lord one thousand nine hundred and Fifty-one, and in the one hundred and Seventy-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Margie O. Goldman — Furman B. Coleman (L. S.)
Jack Lawrence — Lovie F. Coleman (L. S.)

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

Personally appeared before me Margie O. Goldman and made oath that ~~s~~ he was present and saw the within named Furman B. Coleman and Lovie F. Coleman Sign, Seal and as their Act and Deed, deliver the within written deed, and that ~~s~~ he with Jack Lawrence witnessed the execution thereof.

Margie O. Goldman

Sworn to before me, this 27th day of March, A. D. 1951.

Jack Lawrence (L. S.)
Notary Public for South Carolina.

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

RENUNCIATION OF DOWER

I, Jack Lawrence, N.P. for S.C., do hereby certify unto all whom it may concern, that Mrs. Lovie F. Coleman, the wife of the within named Furman B. Coleman did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Mike G. Miserlis, his Heirs, Assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular, the premises within mentioned and released.

Given under my Hand and Seal, this 27th day of March, A. D. 1951.

Lovie F. Coleman — Jack Lawrence (L. S.)
Notary Public for South Carolina.

Recorded 2:50 P.M. 24th day of May, A. D. 1951, and Certified.

A. L. Milling, C. C. C. P.

BOOK 61 State Stamps $1.00, Federal stamps $0

MANUFACTURED BY FOOTE & DAVIES CO., ATLANTA

DEFENDANT'S EXHIBIT

1 - D

A. S. Wilkinson TO J. H. Hulsey

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

KNOW ALL MEN BY THESE PRESENTS, That I, A. S. Wilkinson, in the State aforesaid Greenwood County, for and in consideration of the sum of Three hundred, thirty-nine and 00/100 — — DOLLARS, to me in hand paid at and before the sealing of these presents, by J. H. Hulsey, in the State aforesaid Greenwood County 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 J. H. Hulsey, the following described real estate, to-wit: all ~~that tract or parcel or lot of land situate, lying and being in~~ ~~Township, Greenwood County, in the State aforesaid,~~ containing ~~acres, more or less, and bounded by the lands of~~

All that certain piece, parcel or lot of land, known as Lot No. 11, in Block C, of that subdivision known as "Green Acres" situate, lying and being in the City of Greenwood County and State aforesaid, fronting fifty-one (51) feet on unnamed street and running back therefrom a distance of one hundred, seventy-six (176) feet on the east side, and a distance of one hundred, seventy-eight and five tenths (178.5) feet on the west side, and being fifty-one (51) feet wide in the rear; and bounded as follows: on the North by unnamed street; on the East by Lot No. 10 of the same subdivision; on the South by Lot No. 17 of the same subdivision; and on the West by Lot No. 12 of the same subdivision. For a more complete description, reference is made to a plat of "Green Acres" made by Thos. C. Anderson, Surveyor, of date September 4, 1937.

Together with all and singular the Rights, 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 J. H. Hulsey, his heirs and assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said premises unto the said J. H. Hulsey, his Heirs and Assigns, against me and my Heirs and any person or persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 11th day of October in the year of our Lord one thousand nine hundred and thirty-nine, and in the one hundred and sixty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Estelle Fouche
Janelle R. Bryan

A. S. Wilkinson (L. S.)
(L. S.)

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

Personally appeared before me Janelle R. Bryan and made oath that he was present and saw the within named A. S. Wilkinson Sign, Seal, and as his Act and Deed, deliver the within written deed, and that he with Estelle Fouche witnessed the execution thereof.

Janelle R. Bryan

Sworn to before me, this 11th day of October, A. D. 1939.

(Seal) Estelle Fouche (L. S.)
Notary Public for South Carolina.

THE STATE OF SOUTH CAROLINA,
County of Greenwood.

RENUNCIATION OF DOWER.

I, Estelle Fouche do hereby certify unto all whom it may concern, that Mrs. Minnie Greene Wilkinson, the wife of the within named A. S. Wilkinson did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named J. H. Hulsey Heirs, Assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

Given under my Hand and Seal, this 11th day of October, A. D. 1939.

Minnie Greene Wilkinson

(Seal) Estelle Fouche (L. S.)
Notary Public for South Carolina.

Recorded this 6th day of November, A. D. 1939, and Certified.

A. L. Milling, C. C. C. P.

DEFENDANT'S EXHIBIT

1 - E

STATE OF SOUTH CAROLINA,
COUNTY OF GREENWOOD.

TITLE TO REAL ESTATE

WHEREAS, J. H. Hulsey, late of the County of Greenwood and State of South Carolina, died intestate on the 27th day of December, 1945, and at the time of his death was seized and possessed of the property hereinafter described, and leaving as his only heirs at law and distributees, his wife, Florence Ida Hulsey, and the following named children: Mrs. Grace H. White, Woodrow W. Hulsey, Mrs. W. L. Douglas, W. C. Hulsey, H. L. Hulsey, John A. Hulsey, J. H. Hulsey, S. E. Hulsey, Mrs. J. W. Blackstone, Mrs. Hester Landrum, Mrs. Dell Maxwell, Mrs. L. A. Helms and Mrs. John S. Miller, and

WHEREAS, on July 7, 1951, Florence Ida Hulsey, wife of the said J. H. Hulsey, died testate and under the terms and provisions of her Last Will and Testament, which is of record in the Office of the Probate Court for Greenwood County, South Carolina, devised her interest in and to the described property to her children above named, and

WHEREAS, Mrs. John S. Miller, one of the children above named, died intestate on November 22, 1958, seized and possessed of her interest in the described property and leaving as her only heirs at law and distributees, her brothers and sisters hereinabove named, and

WHEREAS, Mrs. Grace H. White, one of the above named children, has since married and is now Mrs. Grace H. Agnew, and

WHEREAS, the said Mrs. Grace H. Agnew, Woodrow W. Hulsey, Mrs. W. L. Douglas, W. C. Hulsey, H. L. Hulsey, John A. Hulsey, J. H. Hulsey, S. E. Hulsey, Mrs. J. W. Blackstone, Mrs. Hester Landrum, Mrs. Dell Maxwell and Mrs. L. A. Helms have agreed to sell and convey to Mike Miserlis, the property hereinafter described.

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That We, Mrs. Grace H. Agnew, Woodrow W. Hulsey, a bachelor, Mrs. W. L. Douglas, all of Greenwood, S. C., W. C. Hulsey of Hodges, S. C., H. L. Hulsey of Abbeville, S. C., John A. Hulsey, a bachelor, of Jonesville, S. C., J. H. Hulsey, S. E. Hulsey, Mrs. J. W. Blackstone, all of Dante, Virginia, Mrs. Hester Landrum, Mrs. Dell Maxwell, of Atlanta, Georgia, and Mrs. L. A. Helms of Wingate, North Carolina - - - - - - - - - for and - - - - - - - - - - - - -

in consideration of the sum of ONE THOUSAND AND NO/100 ($1,000.00) - - DOLLARS

to - us - in hand paid at and before the sealing of these presents, by Mike Miserlis of

Greenwood, South Carolina -

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 Mike Miserlis, his

Heirs and Assigns forever, the following described property to wit:

All of that certain piece, parcel or lot of land known as Lot No. 11 in Block C of that Subdivision known as "Green Acres", situate, lying and being in the City of Greenwood, County of Greenwood and State of South Carolina, fronting Fifty-One (51') Feet on an unnamed street and running back therefrom for a distance of One Hundred Seventy-Six (176') Feet on the East side, and a distance of One Hundred Seventy-Eight and 5/10 (178.5') Feet on the West side, and being Fifty-One (51') Feet wide in the rear; and bounded as follows: On the North by an unnamed street; on the East by Lot No. 10 of said Subdivision; on the South by Lot No. 17 of said Subdivision; and on the West by Lot No. 12 of said Subdivision, now property of the Grantee, and has such shape, metes, courses and distances as will more fully appear by reference to a plat thereof designated as "Green Acres" and made by Thos. C. Anderson, Surveyor, on September 4, 1937, and recorded in the Office of the Clerk of Court for Greenwood County, S. C., in Plat Book 1, at Page 8.

This being the identical property heretofore conveyed to J. H. Hulsey by A. S. Wilkinson by his Deed dated October 11, 1939 and recorded in the Office of the Clerk of Court for Greenwood County, S. C., in Deed Book 61, at Page 219.

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 Mike Miserlis, His Heirs and Assigns forever.

AND - - We - - do hereby bind - - - ourselves - - - and our Heirs, Executors and Administrators, to Warrant and forever defend all and singular the said premises unto the said - - - Mike Miserlis - - - His Heirs and Assigns, against - - us - - and - - - our - - - Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS - Our - Hands and Seals this _____ day of January, in the Year of our Lord One Thousand Nine Hundred and Sixty-Three and in the One Hundred and Eighty-Sixth year of the Sovereignty and Independence of the United States of America.

Witnesses as to Mrs. Grace H. Agnew:

Tom K. Charles Jr.

Margie B. McLennett

Mrs Grace H Agnew (L.S.)
MRS. GRACE H. AGNEW

Page 2.

Recd & filed page
J. L. Mundy
Auditor

TINSLEY & McGOWAN
ATTORNEYS

The State of South Carolina,
COUNTY OF GREENWOOD.

DEFENDANT'S EXHIBIT

1-F

KNOW ALL MEN BY THESE PRESENTS, That I, A. S. Willington, of Greenwood County,

in the State aforesaid for and in consideration of the sum of Eight Hundred ($800.00) - - - - - - - - - - - - Dollars to me in hand paid at and before the sealing of these presents, by Mike C. Miserlis, of Greenwood County, 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 Mike C. Miserlis, his heirs and assigns forever, the following described property, to wit:

All that certain piece, parcel and lot of land situate, lying and being within the City of Greenwood, the County of Greenwood, the State of South Carolina, being more particularly known and designated as Lot No. Twelve (12) as shown on a plat of Green Acres made by Thos. C. Anderson, Surveyor, on the 14th day of September, 1937, which plat appears of record in the office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 9. Said Lot No. 12 measures and fronts on the Southeastern side of a proposed street for a distance of sixty-one (61) feet, more or less, and extends back therefrom in a Southeasterly direction for a Northeastern boundary a depth of one hundred seventy-eight and five-tenths (178.5) feet, more or less, and extends back therefrom in a Southeasterly direction for a Southwestern boundary a depth of one hundred eighty (180) feet, more or less, and measures fifty-nine (59) feet, more or less, wide in the rear. Said Lot No. 12 is bounded on the Northwest by a proposed street; on the Northeast by Lot No. 11; on the Southeast by property now or formerly of James Holt, Jr. et al; and on the Northwest by other property of Mike C. Miserlis.

Plat Book 2 Page 9

373

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 Mike G. Miserlis, his Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Mike G. Miserlis, his Heirs and Assigns, against me and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 31st day of March, in the year of our Lord one thousand nine hundred and Fifty-four and in the one hundred and Seventy-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

A. S. Wilkinson (L. S.)

(L. S.)

(L. S.)

DEFENDANT'S EXHIBIT

374

The State of South Carolina,

COUNTY OF Greenwood.

Personally appeared before me Alice W. Derry

and made oath that he was present and saw the within named A. S. Wilkinson

Sign, Seal and as his Act and deed deliver the within written deed, and that he, with

witnessed the execution thereof.

SWORN to before me this the 8th

day of March, A. D. 19 54.

(L. S.)

Notary Public for South Carolina.

Alice W. Derry

The State of South Carolina,

COUNTY OF Greenwood.

Renunciation of Dower

I, W. D. McCown, Notary Public for S. C. do hereby certify unto all whom it may concern, that Mrs. Minnie C. Wilkinson, the wife of the within named A. S. Wilkinson, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named Alice G. Wilkinson, Etc, Heirs, Assigns all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

Given under my Hand and Seal this 13th day

of March, A. D. 19 54.

(L. S.)

Notary Public for South Carolina.

Mrs. Minnie C. Wilkinson

Filed this 27 day of April 1954 and recorded in Vol. 105 page 372

Gaus A. L. Milling

C.C.C.P. & G.S.

466

Filed this 21 day of Mar 19 63

and recorded 4:45

DEFENDANT'S EXHIBIT

1-6

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

KNOW ALL MEN BY THESE PRESENTS, that I, Mike Miserlis, of Greenwood

in consideration of love and affection and the sum of Five ($5.00) ---------- Dollars to me in hand paid at and before the sealing of these presents by my wife, Mary S. Miserlis, of Greenwood County ----------
the receipt of which is hereby acknowledged, have granted bargained, sold, and released, and by these presents do(es) grant, bargain, sell and release unto Mary S. Miserlis, her heirs, and assigns, the following described property to-wit:

All of that certain piece, parcel or lot of land known as Lot No. 11 in Block C of that Subdivision known as "Green Acres", situate, lying and being in the City of Greenwood, County of Greenwood and State of South Carolina, fronting Fifty-one (51) feet on an unnamed street and running back therefrom for a distance of One Hundred Seventy-six (176) feet on the East side, and a distance of One Hundred Seventy-eight and 5/10ths (178.5) feet on the West side, and being Fifty-one (51) feet wide in the rear; and bounded as follows: On the North by an unnamed street, on the East by Lot No. 10 of said subdivision; on the South by Lot No. 17 of said subdivision; and on the West by Lot No. 12 of said subdivision, now property of the Grantee, and has such shape, metes, courses and distances as will more fully appear by reference to a plat thereof designated as "Green Acres" and made by Thos. C. Anderson, Surveyor, on September 4, 1937, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 1, at Page 8.

This is the identical property conveyed to Mike Miserlis by Mrs. Grace H. Agnew, et al., by deed dated January _____, 1963, recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 170, at Page 456.

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(s), and the grantee's(') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor'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(') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(') hand(s) and seal(s) this 11th day of March 19 63

SIGNED, sealed and delivered in the presence of:

Mike Miserlis (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

PROBATE

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

SWORN to before me this 11th day of March 19 63

Roy A. Owen (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF

RENUNCIATION OF DOWER
NOT NECESSARY - GRANTEE WIFE OF GRANTOR

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife(wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee's(') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this
day of 19

Notary Public for South Carolina (SEAL)

RECORDED this 21 day of March 19 63 at 4:45 P.M., Book 170 Page 466

DEFENDANT'S EXHIBIT

1 - H

The State of South Carolina }
COUNTY OF GREENWOOD }

KNOW ALL MEN BY THESE PRESENTS, That I, Mike G. Mizelle, of the County of Greenwood

in the State aforesaid for and in consideration of the assumption of a mortgage hereinafter mentioned and the sum of Fifty and no/100 ($50.00) Dollars to me in hand paid at and before the sealing of these presents, by (Mrs.) Mary S. Mizelle

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 Mary S. Mizelle, the following described property, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, being known and designated as an unnumbered lot in Block "C" of Green Acres Subdivision as shown on a plat thereof made by Thomas C. Anderson, Surveyor, dated September 4, 1957, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 3 at Page 6, and being bounded as follows: On the Northeast by Lot No. Twelve (12) of Block "C", measuring thereon One Hundred Eight (108) feet; on the Southeast by parts of Lots Fourteen (14) and Fifteen (15) of Block "C", measuring thereon Ninety-six (96) feet; on the Southwest by another unnumbered lot, measuring thereon Two Hundred (200) feet and on the Northwest by Bonnieth Avenue, fronting and measuring thereon Two and Eighty (280) feet.

This is the identical property conveyed to Mike G. Mizelle by Furman R. Coleman and Lessie F. Delaney by deed dated March 27, 1967, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book [illegible] at Page 16.

As part of the above consideration, the grantee herein assumes, promises and agrees to pay the balance due on a certain mortgage hereinafter executed by Mike G. Mizelle dated September 24, 1980, and recorded in the Office of the Clerk of Court for Greenwood County in Mortgage Book [illegible] at Page [illegible], in the original principal amount of Thirteen Thousand Nine Hundred Fifty and no/100 ($13,950.00) Dollars.

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 Mary S. Miserlis, her Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Mary S. Miserlis, her Heirs and Assigns, against me and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this twenty-fourth day of September in the year of our Lord one thousand nine hundred and fifty-nine and in the one hundred and eighty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Roy A. Owen

Mildred B. Lind

Mildred B. Miserlis (L. S.)

(L. S.)

(L. S.)

DEFENDANT'S EXHIBIT

1-I

9

Filed this 23 day Oct. 67
and recorded in Vol. 205 page 335
Dan T. Hollman
(R.M.C.C.P. AND C.C.R.S.)

Ot 17.00
Rf 9.35

STATE OF SOUTH CAROLINA }
COUNTY OF GREENWOOD }

KNOW ALL MEN BY THESE PRESENTS, that Mrs. Mary S. Miserlis

in consideration of assumption of mortgage and Eight Thousand Two Hundred Fifty-two and 5/100 ($8,252.05) 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 GRACE A. MARTIN, the following described property, to wit:

All that certain piece, parcel or lot of land situate, lying and being in the City and County of Greenwood, State of South Carolina, as shown on a plat by J. Hearst Coleman Co., dated November 5, 1953, recorded in the office of the Clerk of Court of Greenwood County in Plat Book 6, Page 197, and being bounded as follows: On the Northwest by Henrietta Avenue and an unopened street, measuring thereon 152.30 feet; on the Northeast by property of Sam Agnew, measuring thereon 178.50 feet; on the Southeast by property of James Hoit, Jr., measuring thereon a broken line a total distance of 147.50 feet; and on the Southwest by property of C.M. Beaudrot and C. B. Alexander, measuring thereon 193.02 feet.

ALSO: All that certain piece, parcel or lot of land known as Lot No. Eleven (11) in Block C of that Subdivision known as Green Acres, situate, lying, and being in the City and County of Greenwood, State of South Carolina, fronting 51.00 feet on an unnamed street and running back therefrom for a distance of 176.00 feet on the East side and a distance of 178.50 feet on the West side and being 51.00 feet wide in the rear and bounded as follows: On the North by an unnamed street; on the East by Lot 10 of said Subdivision; on the South by Lot No. 17 of said Subdivision; and on the West by Lot 12 of said Subdivision, and has such shape, meets, courses, and distances as will more fully appear by reference to a plat thereof designated as Green Acres and made by Thomas C. Anderson, Surveyor, on September 4, 1937, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book [illegible], Page 8.

It is expressly understood and agreed that the grantee herein assumes payment of a mortgage to Greenwood Savings & Loan Association dated August 30, 1965, and recorded in the office of the Clerk of Court for Greenwood County in Mortgage Book 215, at Page 316.

[illegible] 2 day October 1967

Mrs. Mary S. Miserlis (SEAL)

[illegible] (SEAL)

[illegible] (SEAL)

STATE OF SOUTH CAROLINA }
GREENWOOD }

PROOF

[illegible]

STATE OF SOUTH CAROLINA }

RENUNCIATION OF DOWER

[illegible] -- GRANTOR [illegible]

[illegible]

DEFENDANT'S EXHIBIT

1 - 5

No Stamps

Grantee's address: 406 E. Henrietta Avenue
Greenwood, S. C. 29646

The State of South Carolina }

COUNTY OF GREENWOOD. }

Filed this 14 day Oct 1977
recorded in Vol. 261 page 586
3 pm TR Pinson
CLERK AND GCLTS

WHEREAS, Mike G. Miserlis heretofore conveyed to Mary S. Miserlis an unnumbered lot on Henrietta Avenue and a proposed street leading therefrom by deed dated September 9, 1959, and recorded September 25, 1959, in Deed Book 142, at Page 101, and also conveyed to Mary S. Miserlis Lot No. 11, of Block C, of Greenacres Subdivision, by deed dated March 11, 1963, and recorded March 21, 1963, in Deed Book 170, at Page 466, and it was the intention of said Mike G. Miserlis to convey unto said Mary S. Miserlis Lot No. 12, of Block C, of Green Acres Subdivision, hereinbelow described, but that through inadvertence or oversight said conveyance was never made, or, if made, was never recorded and has been lost or misplaced; and

WHEREAS, by deed dated October 20, 1967, and recorded October 23, 1967, in Deed Book 205, at Page 445, in the office of the Clerk of Court for Greenwood County, Mary S. Miserlis executed deed unto Grace A. Martin conveying the unnumbered lot and Lot No. 12, of Block C, of Green Acres Subdivision, and Lot No. 11, of Block C, of Green Acres Subdivision; and,

WHEREAS, Mike G. Miserlis is desirous of executing the within conveyance of Lot No. 12, of Block C, of Green Acres Subdivision, unto Grace A. Martin, in order to vest fee simple title of said Lot No. 12, of Block C, of said subdivision, in said Grace A. Martin;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That I, Mike G. Miserlis, of 33 River Road, Lowell, Massachusetts,

~~in the State aforesaid,~~ in consideration of the ~~sum of~~ recital hereinabove and the sum of Ten ($10.00) and No/100---------------------- Dollars to me in hand paid at and before the sealing of these presents, by Grace A. Martin, of Greenwood, South Carolina, 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 Grace A. Martin, the following described property, to wit:

All that certain piece, parcel and lot of land situate, lying and being in the City of Greenwood, the County of Greenwood, State of South Carolina, being more particularly known and designated as Lot No. Twelve (12) as shown on plat of Green Acres made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, which plat appears of record in the office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 9. Said Lot No. 12 measures and fronts on the Southeastern side of a proposed street (which has never been opened) which leads to Henrietta Avenue for a distance of sixty-one (61.00) feet, more or less, and extends back therefrom in a Southeasterly direction for a Northeastern boundary a depth of one hundred seventy-eight and five-tenths (178.5) feet, more or less, and extends back therefrom in a Southeasterly direction for a Southwestern boundary a depth of one hundred eighty (180.00) feet, more or less, and measures fifty-nine (59) feet, more or less, wide in the rear. Said Lot No. 12 is bounded on the Northwest by said proposed street (which has never been opened) adjacent to Henrietta Avenue; on the Northeast by Lot No. 11; on the Southeast by property formerly of James Hoit, Jr., et al; and on the Northwest by property formerly of Mike G. Miserlis, now owned by Grace A. Martin.

This is the identical property conveyed to Mike G. Miserlis by A. S. Wilkinson by deed dated March 31, 1954, and recorded April 21, 1954, in the office of the Clerk of Court for Greenwood County in Deed Book 105, at Page 372.

587

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 Grace A. Martin, her Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grace A. Martin, her Heirs and Assigns, against me and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 11th day of October in the year of our Lord one thousand nine hundred and seventy-seven and in the ~~one hundred and~~ two hundred second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mike G. Miscelis (L.S.)

(L.S.)

(L.S.)

DEFENDANT'S EXHIBIT

1 - K

Grantees' address: 406 E. Henrietta Avenue
Greenwood, South Carolina

The State of South Carolina

COUNTY OF GREENWOOD

State Doc. Stamps paid 150.00

County Stamps paid 27.50

Filed this 2 day Nov 1977
Recorded in Vol 261 page 832
Jan T R Pinson
CLERK AND COMM.

KNOW ALL MEN BY THESE PRESENTS, That I, Grace A. Martin, of Greenwood,

in the State aforesaid, in consideration of the sum of Ten ($10.00) Dollars and other considerations ~~paid~~ to me in hand paid at and before the sealing of these presents, by William N. Sperry and Marlene H. Sperry, of Greenwood 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 William N. Sperry and Marlene H. Sperry, the following described property, to wit:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, being shown and designated as an unnamed lot, in Block "C", of Green Acres Subdivision, on plat by Thos. C. Anderson, Surveyor dated September 4, 1957, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 8. Said lot fronts for a distance of ninety-two and five-tenths (92.5) feet on Henrietta Avenue, and runs back therefrom on the Northeastern side a distance of one hundred eighty (180.00) feet, and on the Southwestern side a distance of two hundred (200.00) feet, and is ninety-one (91.00) feet wide in the rear, and is bounded on the Northwest by Henrietta Avenue; on the Northeast by Lot No. 12, of Block "C"; on the Southwest by another unnumbed lot; and on the Southeast by parts of Lots 14 and 15, of Block "C".

ALSO, All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known as Lot No. Eleven (11), in Block "C", of Green Acres Subdivision, as shown on plat made by Thomas C. Anderson, Surveyor, dated September 4, 1937, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 8. Said Lot No. 11, in Block "C", fronts fifty-one (51.00) feet on proposed street (which has never been opened) adjacent to Henrietta Avenue, and runs back therefrom a distance of one hundred seventy-six (176.00) feet on the Eastern side, and a distance of one hundred seventy-eight and 50/100 (178.50) feet on the Western side, and is fifty-one (51.00) feet in the rear, and is bounded as follows: On the North by said unopened street; on the East by Lot No. 10 of said Subdivision; on the South by Lot No. 17 of said Subdivision; and on the West by Lot No. 12 of said Subdivision.

ALSO, All that certain piece, parcel and lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina,

being more particularly known and designated as Lot No. Twelve (12) as shown on plat of Green Acres Subdivision made by Thos. C. Anderson, Surveyor, on September 4, 1937, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 8. Said Lot No. 12 measures and fronts on the Southeastern side of a proposed street (which has never been opened) for a distance of sixty-one (61) feet, more or less, and extends back therefrom in a Southeasterly direction for a Northeastern boundary a distance of one hundred seventy-eight and 5/10 (178.5) feet, more or less, and extends back therefrom in a Southeasterly direction for a Southwestern boundary a distance of one hundred eighty (180.00) feet, more or less, and measures fifty-nine (59.00) feet, more or less, wide in the rear. Said Lot No. 12 is bounded on the Northwest by a proposed street (which has never been opened); on the Northeast by Lot No. 11, in Block "C" on the Southeast by property now or formerly of James Hoit, Jr., et al; and on the Northwest by lot of Grace A. Martin, described as the unnamed lot first hereinabove described. (This is the identical property conveyed to Grace A. Martin by Mike Miserlis by deed dated Oct. 11, 1977, recorded Oct. 14, 1977, in Deed Book 261, Pg.586)

The unnamed lot first hereinabove described is the identical property conveyed to Mary S. Miserlis by Mike Miserlis by deed dated Sept. 24, 1959, recorded Sept. 25, 1959, in Deed Book 142, Page 101, and Lot No. 11 is the identical property conveyed to Mary S. Miserlis by Mike Miserlis by deed dated Mar. 11, 1963, and recorded Mar. 21, 1963, in Deed Book 170, Page 466. Mary S. Miserlis conveyed said two lots to Grace A. Martin by deed dated Oct. 20, 1967 recorded Oct. 23, 1967, in Deed Book 205, Page 335.

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 William N. Sperry and Marlene . Sperry, their Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said William N. Sperry and Marlene . Sperry, their Heirs and Assigns, against me and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal this 25th day of October, in the year of our Lord one thousand nine hundred and seventy-seven and in the ~~XXXXXXXXXX~~ two hundred second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Grace A. Martin (L.S.)

(L.S.)

(L.S.)

* The grantor herein further agrees that she will vacate the premises described herein on or before the 24th day of November, 1977.

DEFENDANT'S EXHIBIT

1-L

0008 53

098-12-15-018
Dist. 409

Recorded in the Office of the Clerk of Court and Ex-Officio Register of Deeds, Greenwood County, S.C.

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that we, William N. Sperry and Marlene H. Sperry, in the State aforesaid, for and in consideration of the sum of Five Dollars ($5.00) and other considerations to us in hand paid at and before the sealing of these presents by James S. Klauber (hereinafter "Grantee"), 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 Grantee their heirs and assigns, the following described property, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

This being the same property conveyed to William N. Sperry and Marlene H. Sperry by deed recorded on November 2, 1977, in the Office of the Clerk of Court for Greenwood County, in Volume 261 at Page 832.

THE WITHIN CONVEYANCE is made subject to all conditions, restrictions, rights-of-way and easements of record or which would be apparent upon a reasonable inspection of the property. The limitation expressed in this paragraph shall relate only to Tract 1 described in Exhibit A.

Grantees Address: 406 East Henrietta Avenue
Greenwood, South Carolina 29646

TMS #: _____

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

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, and the said Grantee's Heirs and Assigns forever.

And We do hereby bind ourselves, our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Grantee, and the said Grantee's Heirs and Assigns against ourselves and our Heirs and Assigns and all other persons whomever lawfully claiming, or to claim the same, or any part thereof.

Witness our Hands and Seals this 31st day of December in the year of our Lord One Thousand Nine Hundred and Ninety One and in the Two Hundred and Sixteenth year of the Sovereignty and Independence of the United States of America.

0 0 0 8 5 4

954

Signed, sealed and delivered
in the presence of:

Vernon M. Strickland
First Witness (Also sign notary below)

Jean H. Strickland
Second Witness

William N. Sperry (SEAL)
William N. Sperry

Marlene H. Sperry (SEAL)
Marlene H. Sperry

THE STATE OF SC
COUNTY OF Greenwood

PERSONALLY APPEARED before me the undersigned First Witness and made oath that he saw the within named William N. Sperry and Marlene H. Sperry sign, seal and as their act and deed, deliver the within written Title to Real Estate; and that he with the Second Witness signed above witnessed the execution thereof.

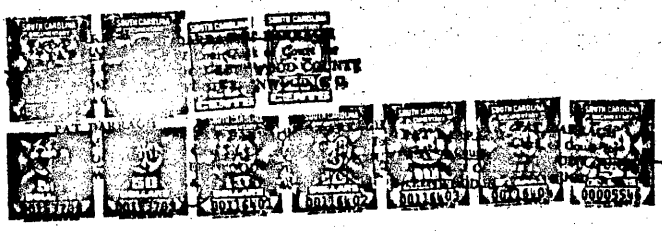
Sworn to before me this 6th day of August A.D. 1991

Vernon M. Strickland
First Witness

[SEAL] Jean H. Strickland
Notary Public

My commission expires: 3-23-91

Filed this 3 day of Jan AD 1992
R Hunter Smith



0 0 0 8 5 5

855

EXHIBIT A

Tract 1: All that certain piece, parcel, or tract of land situate, lying and being in the City of Greenwood, County of Greenwood, shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared for James S. Klauber shown and designated as an unnamed lot and Lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right-of-way of Henrietta Avenue and thence running north 61°40'21" east a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing of north 68°51'48" east a distance of 52.55 feet, more or less, to a point; thence turning and running south 37°37'41" east a distance of 173.40 feet, more or less, to a point; thence turning and running south 57°39'29" west a distance of 49.88 feet, more or less, to an iron pin; thence south 63°42'42" west a distance of 81.40 feet, more or less, to an iron pin; thence south 52°9'51" west a distance of 65.76 feet, more or less, to an iron pin; thence turning and running north 40°00'02" west a distance of 72.44 feet to an iron pin; thence north 40°03'29" west a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the northeast by property now or formerly of Jenella Young Buzhardt, on the southwest by property of John E. Grant, Jr. and property of persons unknown, on the southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 16a at Page 69 Office of the Clerk of Court for Greenwood County.

This being the same property conveyed to William M. Sperry and Marlene H. Sperry by deed recorded on November 2, 1977, in the Office of the Clerk of Court for Greenwood County, in Volume 261 at page 832.

Tract 2: All of our right, title and interest, if any, of that certain piece, parcel, or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the southeastern side of Henrietta Avenue and continuing north 64°36'00" east a distance of 75.55 feet, more or less, thence turning and running on a bearing of south 45°02'00" east a distance of 41.12 feet, more or less, to a point; thence turning and running south 68°51'48" west a distance of 52.55 feet, more or less, to an iron pin; thence south 61°40'21" west a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence turning and running in generally a northerly direction along the southeastern edge of right-of-way of Henrietta Avenue to the point of beginning and is bounded on the north and northeast by property now or formerly of Jenella Young Buzhardt, on the south by Tract 1 described above and on the west by Henrietta Avenue.

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DEFENDANT'S EXHIBIT

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The State of South Carolina

COUNTY OF GREENWOOD

GRANTEE'S ADDRESS:
615 East Henrietta Ave.
Greenwood, SC 29646

QUITCLAIM DEED

WHEREAS, A.S. Wilkinson, late of the County of Greenwood, caused a plat of Green Acres Subdivision to be recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 2 at Page 9, showing an unnamed street running from Henrietta Street to Cokesbury Street which has never been opened and;

WHEREAS, the Grantor herein is the sole surviving heir of A.S. Wilkinson as will appear by reference to the estates of A.S. Wilkinson filed in the Office of the Probate Court for Greenwood County in Probate Box 404, Package 3, the estate of Nancy Green Wilkinson filed in Probate Box 424, Package 6, and the estate of Minnie Green Wilkinson as filed in File Number 89ES2400102, Probate Court for Greenwood County; and

WHEREAS, said street was closed between Cokesbury Street and the common boundary of Lots 10 and 11 but remained open for the use and benefit of the owners of Lots 11 and 12 as will more fully appear by reference to an agreement between A.S. Wilkinson and J. Ernest Young, Macy May George, Mike G. Miserlis, and Sam Agnew, dated March 31, 1954, recorded in Deed Book 105 at Page 367; and

WHEREAS, the Grantor herein has no interest in the unopened portion of the roadway and desires to convey the same to the Grantor.

KNOW ALL MEN BY THESE PRESENTS, That Sara Catherine Wilkinson, County of Greenwood

in the State aforesaid, in consideration of the sum of Five Dollars ($5.00) Dollars to me in hand paid at and before the sealing of these presents, by James S. Klauber, County of Greenwood 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 and Quit Claim unto the said James S. Klauber, the following described property, to wit:

All that certain piece, parcel or strip of land situate, lying and being in the City of Greenwood, County of Greenwood and being the southwestern end of an unopened street as shown on a plat of Green Acres Subdivision surveyed for Head-Wilson Properties, Inc. by Thomas C. Anderson on September 4, 1937, recorded in the Office of the Clerk of Court for Greenwood County in Plat Book ____ at Page ____. Said strip is bounded on the northwest by Lot 1 of Block B, on the northeast by the portion of the roadway heretofore closed by agreement recited above; on the southeast by Lots 11, 12, and Lot A as shown on said plat and the unnamed lot, all of which together make up 406 East Henrietta Avenue; on the southwest by Henrietta Avenue and on the northwest by Lot 1 of Block C and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat.

This is a portion of the property conveyed to A.S. Wilkinson by Nannie R. Briggs by Deed dated February 8, 1934, recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 92 at Page 323.

98-12-15-18 Qct 09

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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 James S. Klauber, his

Heirs and Assigns forever.

~~AND I, the said Sara Catherine Wilkinson, do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said James S. Klauber, his Heirs and Assigns, against myself and my Heirs and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.~~

WITNESS my Hand and Seal this 30th day of December in the year of our Lord one thousand nine hundred and ninety-one (1991) and in the two hundred and fifteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Chl. K. Charles

Ann P. Hunter

Sara Catherine Wilkinson (L.S.)
Sara Catherine Wilkinson

(L.S.)

(L.S.)

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The State of South Carolina

COUNTY OF GREENWOOD

Personally appeared before me William K. Charles, III

and made oath that he was present and saw the within named Sara Catherine Wilkinson

Sign, Seal and as her Act and deed deliver the within written deed, and that he, with Ann B. Gunter

witnessed the execution thereof.

SWORN to before me this the 30th

day of December A.D., 19 91

(L.S.)

Notary Public for South Carolina

My Commission Expires 12/2/2001

Wm. K. Charles

C~C

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

Sara Catherine Wilkinson

TO

James S. Klauber

Title To Real Estate

Filed this 2 day of Jan A.D., 19 92
And Recorded in Book 366
Page 862 Fee $
Pat Damaj C.C.C.P.
Greenwood County, S.C.

Recorded this 3 day of Jan A.D., 19 92
In Book Grantee Page 290
Auditor.

Fee $
C Brian Leath Auditor.
Greenwood County, S.C.

865

5 9 8 0 0 0

DEFENDANT'S EXHIBIT

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Exempt

26 April 97
568 346
3 pm

T.N.E.

TM # 98-12-15-018

STATE OF SOUTH CAROLINA)

) Title to Real Estate

COUNTY OF GREENWOOD)

KNOW ALL MEN BY THESE PRESENTS, that **I. James S. Klauber**, hereinafter Grantor, in the State aforesaid, for and in consideration of the sum of Five and No/100ths ($5.00) Dollars and no other consideration to me in hand paid at and before the sealing of these Presents by **Karen Hughston Klauber**, hereinafter Grantee, 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 Grantee, her heirs and assigns, forever, the following described property, to-wit:

All that certain piece, parcel, or tract of land situate in, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, as shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared for James S. Klauber shown and designated as an unnamed lot and Lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right-of-way of Henrietta Avenue and thence running North 61°40'21" East a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing North 68°51'48 East a distance of 52.55 feet, more or less, to a point; thence turning and running South 37°37'41" East a distance of 173.40 feet, more or less, to a point; thence turning and running South 57°39'29" West a distance of 49.88 feet, more or less, to an iron pin; thence South 52°9'51" West a distance of 65.76 feet, more or less, to an iron pin; thence turning and running North 40°00'02" West a distance of 72.44 feet, more or less, to an iron pin; thence North 40°03'29" West a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the northeast by property now or formerly of Jenella Young Buzhardt, on the southwest by property of John E. Grant, Jr. and property of persons unknown, on the southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County.

Tract 2: All of our right, title and interest, if any, of that certain piece, parcel, or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the southeastern side of Henrietta Avenue and continuing North 64°36'00" East a distance of 75.55 feet, more or less, thence turning and running on a bearing of South 45°02'00" East a distance of 41.12 feet, more or less, to a point; thence turning and running South 68°51'48" West a distance of 52.55 feet, more or less, to an iron pin; thence South 61°40'21" West a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence

turning and running in generally a northerly direction along the southeastern edge of right-of way of Henrietta Avenue to the point of beginning and is bounded on the north and northeast by property now or formerly of Jenella Young Buzhardt, on the South by Tract 1 described above and on the west by Henrietta Avenue.

Tract 1 is the identical property conveyed to the Grantor by deed of William N. Sperry and Marlene Sperry dated December 31, 1991 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 853 on January 2, 1992. Tract 2 is the identical property conveyed to the Grantor by quitclaim deed from Sara Catherine Wilkinson dated December 30, 1991 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 862 on January 2, 1992.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, her heirs and assigns, forever.

AND I do hereby bind myself, my heirs and assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee and her heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof

WITNESS My Hand and Seal this 26 day of April, in the year of our Lord one thousand nine hundred and ninety-nine and in the two hundred and twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Witness

James S. Klauber, Grantor

Notary

347

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

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Grantor sign, seal, and as his act and deed, deliver the within written Deed, and that (s)he, with the other witness subscribing above, whose signature is affixed thereto as the Notary, witnessed the execution thereof.

Witness

Sworn to and subscribed before me
this 24 day of Nov, 1995.

(L.S.)
Notary Public for South Carolina

My Commission Expires: 11/24/04.

Grantees' Mailing Address: 406 Henrietta Ave. E.
Greenwood, SC 29649

DEED PREPARED BY:
DONALD A. LONG, ESQ
The Grier Building
327 Main Street, Suite 306
Greenwood, S.C. 29646

348

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD) AFFIDAVIT

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, located at 406 Henrietta Ave. E., bearing Greenwood County Tax Map Number _____, was transferred by James S. Klauber to Karen Hughston Klauber on February 19, 1999.
Feb 26, 1999

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 stockbroker, 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): see no. 1
(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 realty which is _____.

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

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

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____

(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: _____ 349

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: closing agent - attorney.

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

SWORN to before me this 26 day of [illegible], 1995

Notary Public for SC (L.S.)
My Commission Expires: 11/25/07

Responsible Person Connected with the Transaction

Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth included, 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 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 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.

350

DEFENDANT'S EXHIBIT

1- O

State Doc. Stamps paid 208.00
County Stamps paid 88.00

17 May 00
621 274
11 AM
98-12-15-018

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

Title to Real Estate

KNOW ALL MEN BY THESE PRESENTS, that I, **Karen Hughston Klauber nka Karen H. Nichols**, hereinafter Grantor(s) in the State aforesaid, for and in consideration of the sum of Ten and No/100ths ($10.00) Dollars and other valuable consideration to me in hand paid at and before the sealing of these Presents by **Martha Pitts Carey**, hereinafter Grantee(s), 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 Grantee(s), herr heirs and assigns, forever, the following described property, to-wit:

Tract 1: All that certain piece, parcel, or tract of land situate in, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, as shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared for James S. Klauber shown and designated as an unnamed lot and Lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right-of-way of Henrietta Avenue and thence running North 61°40'21" East a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing North 68°51'48" East a distance of 52.55 feet, more or less, to a point; thence turning and running South 37°37'41" East a distance of 173.40 feet, more or less, to a point; thence turning and running South 57°39'29" West a distance of 49.88 feet, more or less, to an iron pin; thence South 63°42'42" West a distance of 81.40 feet, more or less, to an iron pin; thence South 52°9'51" West a distance of 65.76 feet, more or less, to an iron pin; thence turning and running North 40°00'02" West a distance of 72.44 feet, more or less, to an iron pin; thence North 40°03'29" West a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the northeast by property now or formerly of Jenella Young Buzhardt, on the southwest by property now or formerly of John E. Grant, Jr. and property of persons unknown, on the southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 66 at Page 69 in the OCC for Greenwood County.

Tract 2: All of our right, title and interest, if any, of that certain piece, parcel, or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the southeastern side of Henrietta Avenue and continuing North 64°36'00" East a distance of 75.55 feet, more or less, thence turning and running on a bearing of South 45°02'00" East a distance of 41.12 feet, more or less, to a point; thence turning and running

South 68°51'48" West a distance of 52.55 feet, more or less, to an iron pin; thence South 61°40'21" West a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence turning and running in generally a northerly direction along the southeastern edge of right-of way of Henrietta Avenue to the point of beginning and is bounded on the north and northeast by property now or formerly of Jenella Young Buzhardt, on the South by Tract 1 described above and on the west by Henrietta Avenue.

This is the identical property conveyed to the Grantor herein by deed of James S. Klauber, dated April 26, 1999, and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 568, at Page 346.

THIS CONVEYANCE is subject to general taxes for the current year and subsequent years, covenants, conditions, easements, exceptions, reservations, restrictions and rights of way of record, if any.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee(s), her heirs and assigns, forever.

AND I do hereby bind myself, my heirs and assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee(s) and her heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS My Hand and Seal this 16 day of May, in the year of our Lord two thousand and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

275

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Witness

Notary

Karen Hughston Klauber nka
Karen H. Nichols, Grantor
nka Karen H. Nichols

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Grantor(s) sign, seal, and as her act and deed, deliver the within written Deed, and that (s)he, with the other witness subscribing above, whose signature is affixed thereto as the Notary, witnessed the execution thereof.

Witness

Sworn to and subscribed before me
this 26 day of Mar, 2000.

(L.S.)
Notary Public for South Carolina

My Commission Expires: 11/21/04.

Grantees' Mailing Address: 406 E. Henrietta Avenue, Greenwood, SC 29649

DEED PREPARED BY:
DONALD A. LONG, ESQ.
The Grier Building
327 Main Street, Suite 306
Greenwood, S.C. 29646

276

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD) AFFIDAVIT

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, located at 406 E. Henrietta Avenue, Greenwood, SC, bearing Greenwood County Tax Map Number 098-12-15-018, was transferred by Karen Hughston Klauber nka Karen H. Nichols to Martha Pitts Carey on May 16, 2000.

3. Check one of the following. The deed is

(a) __X__ 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 stockbroker, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Exempt from the deed recording fee because (See Information section of affidavit):__

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

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) __X__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of __$80,000.00__.

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

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

5. Check Yes ____ or No __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: __$80,000.00__

(b) Place the amount listed in item 5 above here: __0__
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: __$80,000.00__

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: __$296.00__.

277

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

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

SWORN to before me this 16 day of May, 20 05

Jedai M. Miles (L.S.)
Notary Public for South Carolina
My Commission Expires: 1/31/07

Responsible Person Connected with the Transaction

Donald A. Long, Esquire
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth included, 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 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 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.

278

DEFENDANT'S EXHIBIT

1 - P

201200008713
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
11-27-2012 01:54 pm.
REC FEE: 10.00
STATE TAX $ 351.00
COUNTY TAX $ 148.50

Prepared by: Tinsley & Adams, LLP
418 Main Street, P. O. Box 1506
Greenwood, SC 29648

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

DEED
Individual

Instrument 201200008713 Book 1337 Page 169

KNOW ALL MEN BY THESE PRESENTS, that **Martha Pitts Carey** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by **Carl E. Patterson** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

SEE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Grantee's Mailing Address: 406 Henrietta Avenue East, Greenwood, SC 29649

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 said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs, Successors and Assigns against him and his heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXHIBIT A

Tract 1: All that certain piece, parcel or tract of land situate in, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina as shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared by James S. Klauber shown and designated as an unnamed lot and lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right of way of Henrietta Avenue and thence running North 61°40'21" East for a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing North 68°41'48" East a distance of 52.55 fee, more or less, to a point; thence turning and running South 37°37'41" East a distance of 173.40 feet, more or less, to a point; thence turning and running South 57°39'29" West a distance of 49.88 feet, more or less, to an iron pin; thence South 63°42'42" West a distance of 81.40 feet, more or less, to an iron pin; thence South 52°9'51" West a distance of 65.76 feet, more or less, to an iron pin; thence turning and running North 40°00'02" West a distance of 72.44 feet, more or less, to an iron pin; thence North 40°03'29" West a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the Northeast by property now or formerly of Jenella young Buzhardt, on the Southwest by property now or formerly of John E. Grant, Jr., and property of persons unknown, on the Southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the Northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County.

Tract2: All of our right, title and interest, if any, of that certain piece, parcel or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the Southeastern side of Henrietta Avenue and continuing North 64°36'00" East a distance of 75.55 feet, more or less, thence turning and running on a bearing of South 45°02'00" East a distance of 41.12 feet, more or less, to a point; thence turning and running South 68°51'48" West a distance of 52.55 feet, more or less, to an iron pin; thence South 61°40'21" West a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence turning and running in generally a Northerly direction along the Southeastern edge of right of way of Henrietta Avenue to the point of beginning an d is bounded on the North and Northeast by property now or formerly of Jenella Young Buzhardt, on the South by Tract 1 described above and on the West by Henrietta Avenue.

This is the identical property conveyed to Martha Pitts Carey by deed of Karen Hughston Klauber n/k/a Karen H. Nichols recorded May 17, 2000 in Deed Book 621 at Page 274 in the Office of the Clerk of Court for Greenwood County.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

DATE: November 20, 2012

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

Martha Pitts Carey

Martha Pitts Carey

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

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

Witness #1

Sworn to before me November 20, 2012

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8/30/22

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 406 Henrietta Avenue East, Greenwood, SC 29649bearing GREENWOODCounty Tax Map Number 6856-013-500 was transferred by Martha Pitts Carey and to Carl E. Patterson and Paula P. Boone on November _____, 2012

3. Check one of the following: The Deed is:

(a) __x____ Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Exempt from the deed recording fee because (See information section of affidavit):

_____

(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) __x____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of 135,000.00

(b) _____ The fee is computed on the fair market value of the realty which is _____

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

_____

5. Check Yes_____ or No_____ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "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:	$135,000.00
(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	$135,000.00

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

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

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.

Carl E. Patterson

Responsible Person Connected with the Transaction

Sworn to before me November 30, 2012

Notary Public for South Carolina

My Commission Expires: 8/30/22

_____

Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the 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 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 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 to the continuing or new corporation;

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

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

DEFENDANT'S EXHIBIT

1-Q

201200008715 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
11-27-2012 01:54 pm.
REC FEE: 10.00

Prepared by: Tinsley & Adams, LLP
418 Main Street, P. O. Box 1506
Greenwood, SC 29648

6856-013-500

Instrument 201200008715 Book 1337 Page 174

STATE OF SOUTH CAROLINA

DEED

COUNTY OF GREENWOOD

AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that **Carl E. Patterson** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by **Carl E. Patterson and Paula P. Boone** (hereinafter called "Grantee"), **as tenants in common with the right of survivorship,** the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns, **as tenants in common for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:**

SEE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Grantee's Mailing Address: 406 Henrietta Avenue East, Greenwood, SC 29649

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 said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, **tenants in common for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs, successors and assigns forever, in fee simple, together with every contingent remainder and right of reversion**, against him and his heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXHIBIT A

Tract 1: All that certain piece, parcel or tract of land situate in, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina as shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared by James S. Klauber shown and designated as an unnamed lot and lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right of way of Henrietta Avenue and thence running North 61°40'21" East for a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing North 68°41'48" East a distance of 52.55 fee, more or less, to a point; thence turning and running South 37°37'41" East a distance of 173.40 feet, more or less, to a point; thence turning and running South 57°39'29" West a distance of 49.88 feet, more or less, to an iron pin; thence South 63°42'42" West a distance of 81.40 feet, more or less, to an iron pin; thence South 52°9'51" West a distance of 65.76 feet, more or less, to an iron pin; thence turning and running North 40°00'02" West a distance of 72.44 feet, more or less, to an iron pin; thence North 40°03'29" West a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the Northeast by property now or formerly of Jenella young Buzhardt, on the Southwest by property now or formerly of John E. Grant, Jr., and property of persons unknown, on the Southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the Northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County.

Tract2: All of our right, title and interest, if any, of that certain piece, parcel or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the Southeastern side of Henrietta Avenue and continuing North 64°36'00" East a distance of 75.55 feet, more or less, thence turning and running on a bearing of South 45°02'00" East a distance of 41.12 feet, more or less, to a point; thence turning and running South 68°51'48" West a distance of 52.55 feet, more or less, to an iron pin; thence South 61°40'21" West a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence turning and running in generally a Northerly direction along the Southeastern edge of right of way of Henrietta Avenue to the point of beginning an d is bounded on the North and Northeast by property now or formerly of Jenella Young Buzhardt, on the South by Tract 1 described above and on the West by Henrietta Avenue.

This is the identical property conveyed to Carl E. Patterson by Deed of Martha Pitts Carey dated November 20, 2012, and recorded in Deed Book 1337 at Page 169 in the Office of the Clerk of Court for Greenwood County.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

DATE: November 21, 2012

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Melissa Layton
Witness #1

Elaine M. Leslie
Witness #2

Carl E. Patterson
Carl E. Patterson

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

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

Melissa Layton
Witness #1

Sworn to before me November 21, 2012

Elaine M. Leslie
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 11-27-16

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 406 Henrietta Avenue East, Greenwood, SC 29649 bearing GREENWOODCounty Tax Map Number 6856-013-500 was transferred by Carl E. Patterson to Paula P. Boone on November 21st, 2012

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):

_____

(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of -0-

(b) _____ The fee is computed on the fair market value of the realty which is _____

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

_____

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

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	$0
(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	$0

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:_____

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.

Responsible Person Connected with the Transaction

Paula P. Boone

Print or Type Name Here

Sworn to before me November 21, 2012

Notary Public for South Carolina

My Commission Expires: 8/30/22

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, the 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 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 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 to the continuing or new corporation;

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

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

DEFENDANT'S EXHIBIT

1 - R

201800008013
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
11/8/2018 2:50:37 PM
DEED $10.00
County: $0.00
State: $0.00
BOOK: 1606 PGS: 2972 - 2976

201800008013
MPPH&R
PO BOX 1547
GREENWOOD, SC 29648

STATE OF SOUTH CAROLINA

DEED

COUNTY OF GREENWOOD

KNOW ALL MEN BY THESE PRESENTS, that **PAULA P. BOONE** hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and Love and Affection, to the Grantor in hand paid at and before the sealing of these presents by **PAULA P. BOONE** and **ROBBIE T. BOONE** *as* ***Joint Tenants with Right of Survivorship*** (hereinafter called "Grantees") 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 the following described property unto **PAULA P. BOONE** and **ROBBIE T. BOONE** *as* ***Joint Tenants with Right of Survivorship***, their heirs, successors and assigns:

See attached "Exhibit A"

Grantee's Mailing Address: 406 Henrietta Ave. E., Greenwood, SC 29649

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 said Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantees, their Heirs, Successors and Assigns against herself and her heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

"Exhibit A"

Tax Map # 6856-013-500

Tract 1: All that certain piece, parcel or tract of land situate in, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina as shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared by James S. Klauber shown and designated as an unnamed lot and lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right of way of Henrietta Avenue and thence running North 61°40'21" East for a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing North 68°41'48" East a distance of 52.55 feet, more or less, to a point; thence turning and running South 37°37'41" East a distance of 173.40 feet, more or less, to a point; thence turning and running South 57°39'29" West a distance of 49.88 feet, more or less, to an iron pin; thence South 63°42'42" West a distance of 81.40 feet, more or less, to an iron pin; thence South 52°9'51" West a distance of 65.76 feet, more or less, to an iron pin; thence turning and running North 40°00'02" West a distance of 72.44 feet, more or less, to an iron pin; thence North 40°03'29" West a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the Northeast by property now or formerly of Jenella Young Buzhardt, on the Southwest by property now or formerly of John E. Grant,Jr., and property of persons unknown, on the Southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the Northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses, and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County.

Tract 2: All of our right, title, and interest, if any, of that certain piece, parcel or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the Southeastern side of Henrietta Avenue and continuing North 64°36'00" East a distance of 75.55 feet, more or less, thence turning and running on a bearing of South 45°02'00" East a distance of 41.12 feet, more or less, to a point; thence turning and running South 68°51'48" West a distance of 52.55 feet, more or less, to an iron pin; thence South 61°40'21" West a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence turning and running in generally a Northerly direction along the Southeastern edge of right of way of Henrietta Avenue to the point of beginning and is bounded on the North and Northeast by property now or formerly of Jenella Young Buzhardt, on the South by Tract 1 described above and on the West by Henrietta Avenue.

This is the identical property conveyed to Carl E. Patterson by Deed of Martha Pitts Carey dated November 20, 2012 and recorded in Deed Book 1337 at Page 169 in the Office of the Clerk of Court for Greenwood County. Subsequently, Carl E. Patterson conveyed an interest as Joint Tenants with Right of Survivorship by deed dated November 21, 2012 and recorded in Deed Book 1337 at Page 174 in the Office of the Clerk of Court for Greenwood County.

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

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal.

DATE: 6th day of November, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kenneth W. Porter
Witness

Paula P. Boone

Margaret P. Hastings
Notary

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

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

Kenneth W. Porter
Witness

SWORN to before me this 6th
day of November, 2018.

Margaret P. Hastings
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4-21-2021

MARGARET P. HASTINGS
NOTARY PUBLIC
MY COMMISSION EXPIRES 4-21-2021
SOUTH CAROLINA

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

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

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

2. Property located at 406 Henrietta Ave. E., bearing Greenwood County Tax Map Number 6856-013-500, was transferred by Paula P. Boone to Paula P. Boone and Robbie T. Boone as Joint Tenants with Right of Survivorship on November, 2018.

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): #1 transfer to spouse – no consideration changing hands
(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: _____
(b) _____ The fee is computed on the fair market value of the realty which is: _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

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

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(if no amount is listed, place zero here) _____
(c) Subtract Line 6(b) from Line 6(a) and place result here _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 0

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

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.

Kenneth W. Poston
Responsible Person Connected with the Transaction

Kenneth W. Poston
Print or Type Name Here

Sworn to before me this 6th day of November, 2018.

Margaret P. Hasty
Notary Public for South Carolina
My Commission Expires: 4-21-2021

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, the 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 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 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 to the continuing or new corporation;

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

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

DEFENDANT'S EXHIBIT

1 - S

202000006338
E-Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
September 3, 2020 10:55:06 AM
MORTGAGE $25.00
County: $0.00
State: $0.00
BOOK: 3073 PGS: 380 - 394

Return to: 27379191
ServiceLink
1355 Cherrington Pkwy
Moon Twp, PA 15108

This Instrument Prepared By:
BANK OF AMERICA, NA
Enterprise Document Processing
4909 Savarese Circle
Tampa, Florida 33634
Mailcode: FL1-908-01-66

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

(A) **"Security Instrument"** means this document, which is dated AUGUST 28, 2020, together with all Riders to this document.
(B) **"Borrower"** is ROBBIE T BOONE, PAULA P. BOONE

the party or parties who have signed this Security Instrument.
Borrower is the Mortgagor under this Security Instrument.
(C) **"Lender"** is Bank of America, NA

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA.
Lender's address is 100 North Tryon Street, Charlotte, North Carolina 28255.
Lender is the Mortgagee under this Security Instrument.
(D) **"Agreement"** means the Home Equity Line of Credit Agreement signed by the Borrower.
(E) **"Account"** means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.
(F) **"Credit Limit"** means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is $100,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(G) **"Account Balance"** is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

(H) **"Maturity Date"** is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on AUGUST 28, 2050 .

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

(J) **"Secured Debt"** means:

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

(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

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

☐ 1-4 Family	☐ Condominium Rider	☐ Escrow Rider
☐ Second Home	☐ Planned Unit Development Rider	☐ Mortgage Insurance Rider
☐ Other(s)		

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY	of	GREENWOOD	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of 406 HENRIETTA AVE E
[Street]

GREENWOOD SOUTH CAROLINA 29649 ("Property Address"):
[City] [State] [Zip Code]

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

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

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section

15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason

of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise), Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any art of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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

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

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

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

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

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

ROBBIE T BOONE _____ (Seal) -Borrower

PAULA P. BOONE _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Witness:

Marcus V. Coste

Printed Name: Marcus V. Coste

Witness:

Printed Name:

[Space Below This Line For Acknowledgment]

South Carolina,

GREENWOOD County.

I Andrew Mills Jr, do hereby certify that

ROBBIE T BOONE, PAULA P. BOONE

(principal or mortgagor)
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28th day of AUGUST, 2020.

Signature of Officer

Andrew Mills Jr
Printed Name

(Seal)

My commission expires: 5/8/2025

Loan # : 995202101336120

Exhibit A

LEGAL DESCRIPTION

The following described property:

Tract I: All that certain piece, parcel or tract of land situate in, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina as shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared by James S. Klauber shown and designated as an unnamed lot and lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right of way of Henrietta Avenue and thence running North 61 degrees40'21" East for a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing North 68 degrees41'48" East a distance of 52.55 feet, more or less, to a point; thence turning and running South 37 degrees37'41" East a distance of 173.40 feet, more or less, to a point; thence turning and running South 57 degrees39'29" West a distance of 49.88 feet, more or less, to an iron pin; thence South 63 degrees42'42" West a distance of 81.40 feet, more or less, to an iron pin; thence South 52 degrees9'51" West a distance of 65.76 feet, more or less, to an iron pin; thence turning and running North 40 degrees00'02" West a distance of 72.44 feet, more or less, to an iron pin; thence North 40 degrees03'29" West a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the Northeast by property now or formerly of Jenella Young Buzhardt, on the Southwest by property now or formerly of John E. Grant, Jr., and property of persons unknown, on the Southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the Northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses, and distances as will more fully appear by reference to the aforesaid plat, recorded in Mat Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County.

Tract 2: All of our right, title, and interest, if any, of that certain piece, parcel or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the Southeastern side of Henrietta Avenue and continuing North 64 degrees36'00" East a distance of 75.55 feet, more or less, thence turning and

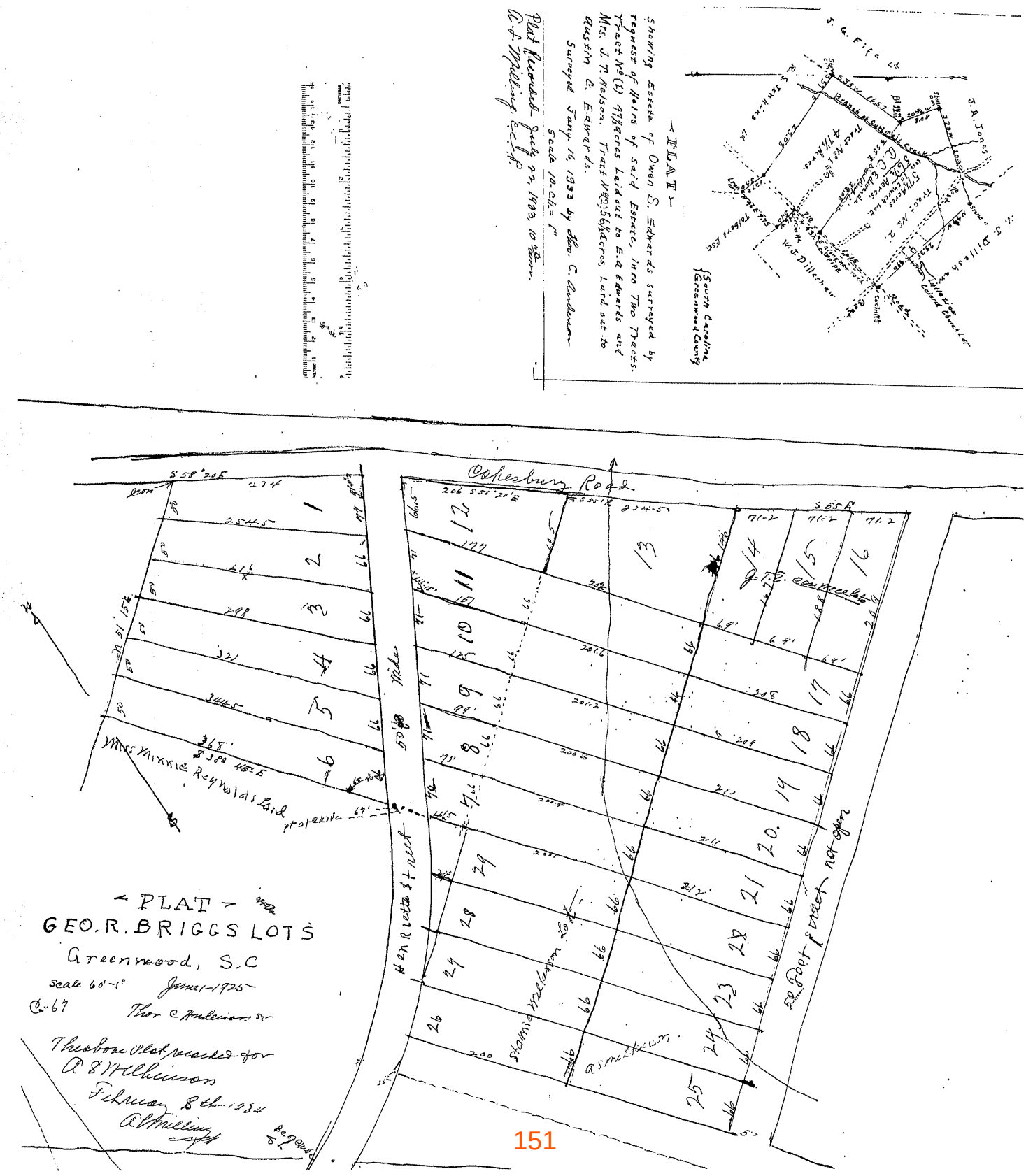
running on a bearing of South 45 degrees02'00" East a distance of 41.12 feet, more or less, to a point; thence turning and running South 68 degrees51'48" West a distance of 52.55 feet, more or less, to an iron pin; thence South 61 degrees40'21" West a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence turning and running in generally a Northerly direction along the Southeastern edge of right of way of Henrietta Avenue to the point of beginning and is bounded on the North and Northeast by property now or formerly of Jenella Young Buzhardt, on the South by Tract 1 described above and on the West by Henrietta Avenue.

Being the same parcel conveyed to Paula P. Boone and Robbie T. Boone from Paula P. Boone by virtue of a deed dated 11/6/2018, recorded 11/8/2016, in deed book 1606, page 2972, county of Greenwood, state of South Carolina.

Assessor's Parcel No: 6856013500

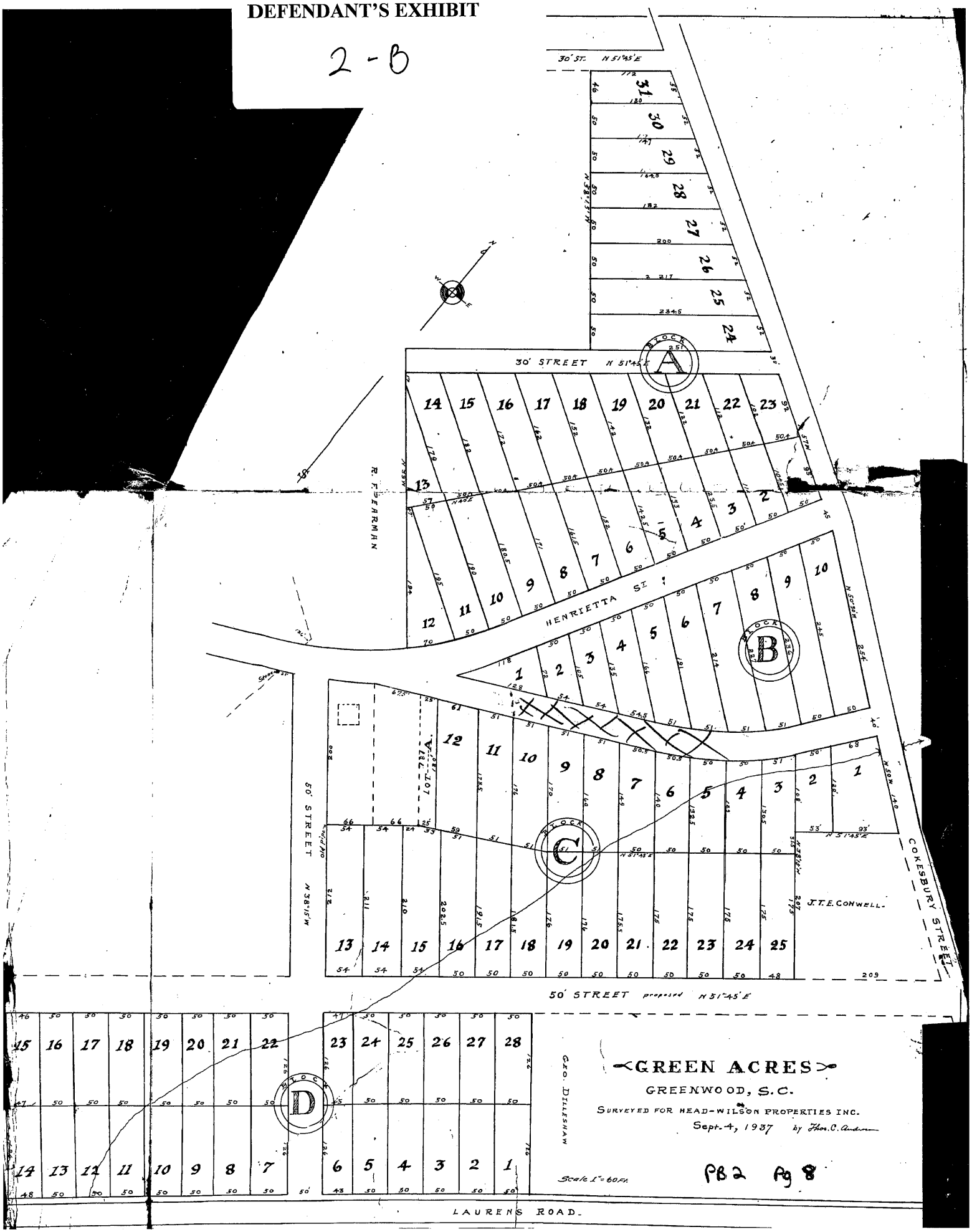
DEFENDANT'S EXHIBIT

2 - A



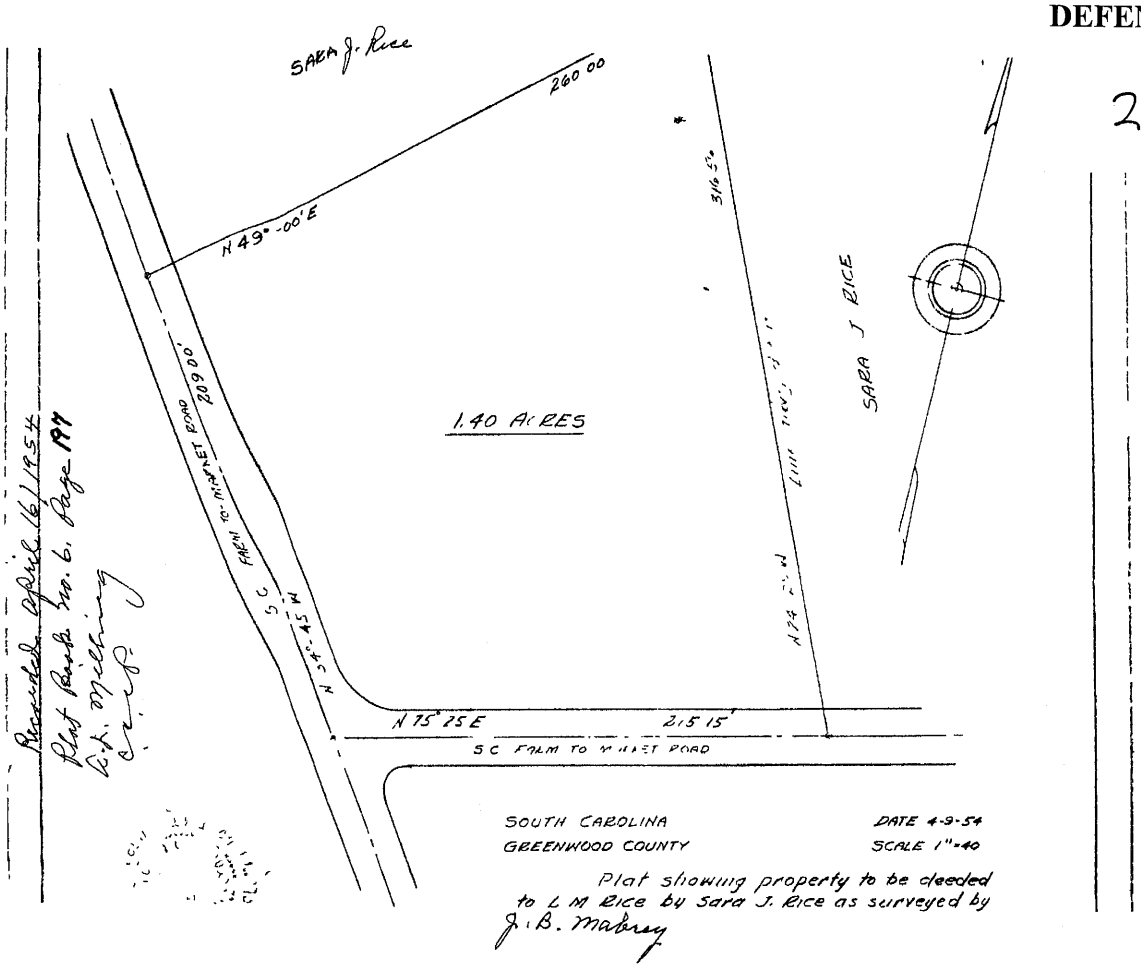
DEFENDANT'S EXHIBIT

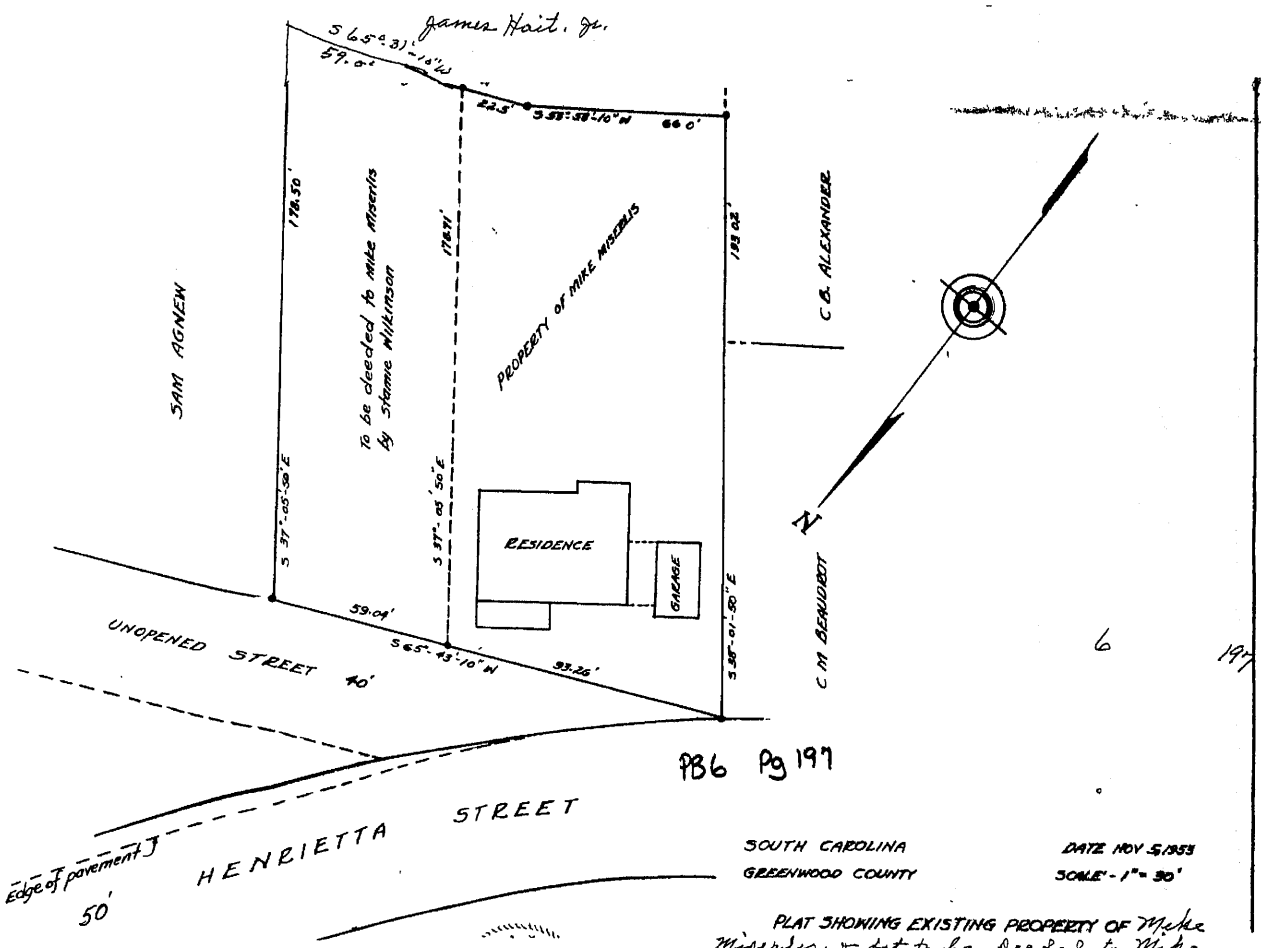
2-B



DEFENDANT'S EXHIBIT

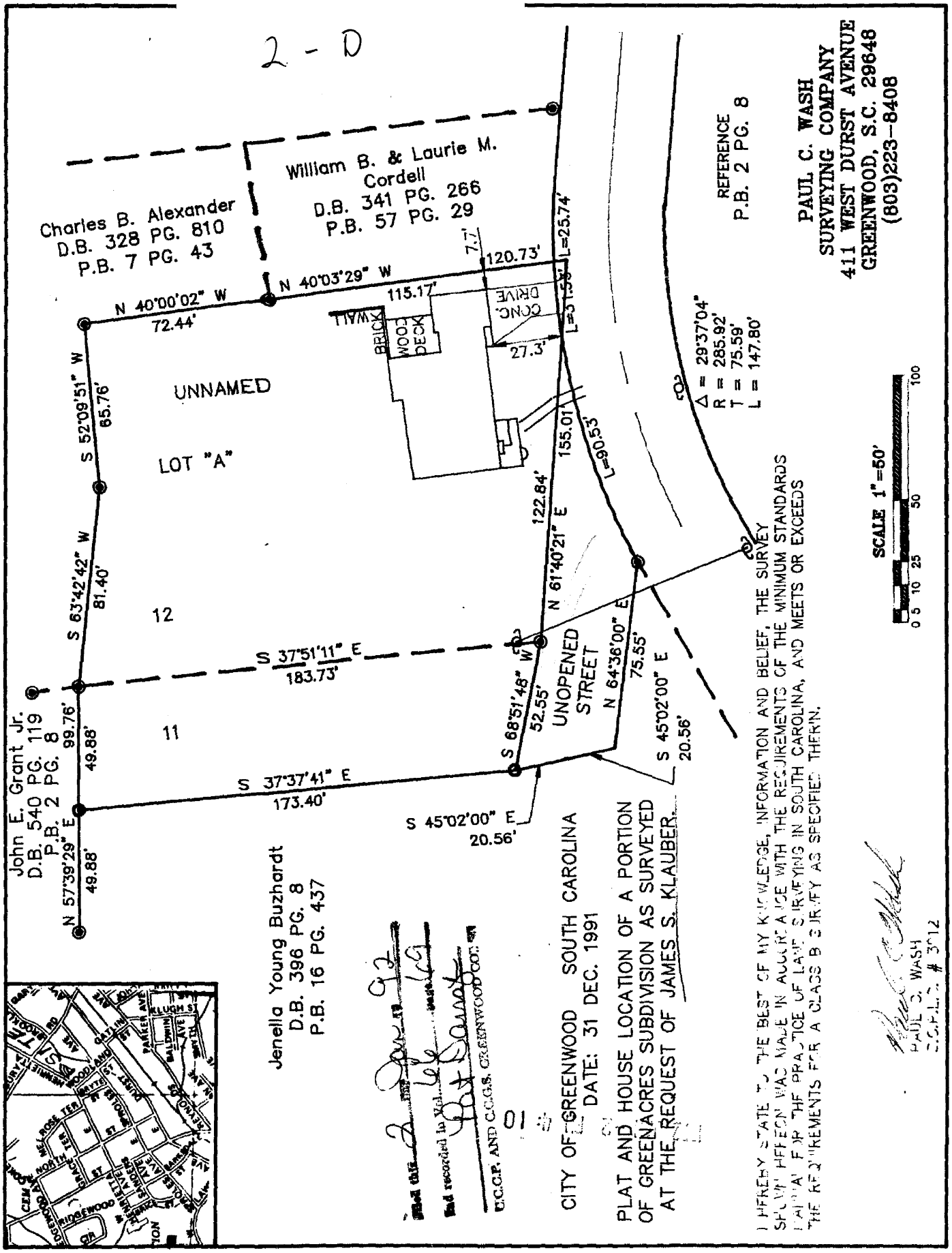
2-C





DEFENDANT'S EXHIBIT

2 - D



DEFENDANT'S EXHIBIT

3-A

BOONE PROPERTY

UNNAMED LOT

A.S. Wilkinson
Conveyed out 5/19/1950
Deed Book 85, Page 225

↓

Furman B. Coleman & Lovie F. Coleman
Conveyed out 3/27/1951
Deed Book 86, Page 120

↓

Mike Miserlis
Conveyed out 9/24/1959
Book 142, Page 101

↓

Mary Miserlis
Conveyed out 10/20/1967
Deed Book 205, Page 335

LOT 11

A.S. Wilkinson
Conveyed out 10/11/1939
Deed Book 61, Page 219

↓

J. H. Hulsey
DOD: 12/27/1945
Conveyed out 3/1/1963
Deed Book 170, Page 454

↓

Mike Miserlis
Conveyed out 3/11/1963
Deed Book 170, Page 466

↓

Mary Miserlis
Conveyed out 10/20/1967
Deed Book 205, Page 335

LOT 12

A.S. Wilkinson
Agreement terminating road or easement
3/31/1954
Deed Book 105, Page 367

↓

A.S. Wilkinson
Conveyed out 3/31/1954
Deed Book, 105,Page 372

↓

Mike Miserlis
Conveyed out 10/11/1977
Deed book 261 at Page 586

↓

Grace A. Martin
Conveyed out 10/25/1977

↓

William N. Sperry and Marlene Sperry
Conveyed out 12/31/1991
Deed Book 366, Page 853

↓

James S. Klauber
Conveyed out 4/26/1999
Deed Book 568, Page 346

↓

Karen Hughston Klauber
N/K/A Karen H. Nichols
Conveyed out 5/17/2000
Deed Book 621, Page 274

↓

Martha Pitts Carey
Conveyed out 11/20/2012
Deed Book 1337, Page 169

↓

Carl E. Patterson
Conveyed out 11/21/2012
Deed Book 1337, Page 174

↓ PB

Carl E. Patterson & Paula P. Boone
JTWROS
Carl E. Patterson died 12/16/2017
Conveyed out 11/6/2018
Deed Book 1606, Page 2972

↓ PB

Paula P. Boone & Robbie T. Boone

STRIP

A.S. Wilkinson
Now deceased – obtained the strip in 1934
Sara Catherine Wilkinson
Sole living heir of A.S. Wilkinson
quitclaim deed for strip 12/30/1991
Deed Book 366, Page 862

→ **James S. Klauber**

DEFENDANT'S EXHIBIT

3 - B

YOUNG PROPERTY

LOT 10

A.S. Wilkinson
3/31/1954
Agreement terminating road or easement
Deed Book 105, Page 367

↓

A.S. Wilkinson
Conveyed out 10/18/1954
Deed Book 108, Page 449

↓

John S. Coleman and Nevit Y. Johnson
Conveyed out 8/27/1957
Deed Book 128, Page 43

↓

J. Ernest Young
Conveyed out 1/2/1975
Deed Book 292, Page 476

↓

Janella Y. Buzhardt
DOD 1/12/2016
2016-ES-24-00094
Conveyed out 1/30/2017
Deed Book 1563, Page 168

↓

William Brandon Jones
Conveyed out 10/12/2018
Deed Book 1606, Page 2081

↓

J. Ernest Young, Jr. PR of the Estate of Janella Y. Buzhardt
Conveyed out 1/1/2019
Deed Book 1608, Page 1315

↓

Benjamin McKellar Lawrence
Conveyed out 1/7/2019
Deed Book 1609, Page 1280

↓

James Ernest Young, Jr.

STRIP

Macy May George and J. Ernest Young
3/31/1954
Deed Book 105, Page 384

↓

A.S. Wilkinson
Conveyed out 10/26/1954
Deed Book 108, Page 545

DEFENDANT'S EXHIBIT

3- C

YOUNG PROPERTY
LOT A

Lot 1

A.S. Wilkinson
Conveyed out 11/1/1939
Deed Book 61, Page 218

↓

Clara B. Wallack
Conveyed out 8/4/1948
Deed Book 61, Page 131

↓

J. Ernest Young

Lot 2

A.S. Wilkinson
Conveyed out 10/26/1939
Deed Book 61, Page 568

↓

Jennie H. Young
Conveyed out 7/10/1948
Deed Book 74, Page 585

↓

J. Ernest Young

Lot 3

A.S. Wilkinson
Conveyed out 4/1947
Deed Book 78, Page 100

↓

Susanne McKeller Heyward
Conveyed out 9/29/1953
Deed Book 102, Page 229

↓

W.P. Watkins
Conveyed out 10/26/1953
Deed Book 102, Page 490

↓

J. Ernest Young

↓

Janella Y. Buzhardt
DOD 1/12/2016
2016-ES-24-00094
Conveyed out 1/30/2017
Deed Book 1563, Page 168

← SAME AS LOT 10 OF YOUNG PROPERTY

↓

William Brandon Jones
Conveyed out 10/12/2018
Deed Book 1606, Page 2081

↓

J. Ernest Young, Jr. PR of the Estate of Janella Y. Buzhardt
Conveyed out 1/1/2019
Deed Book 1608, Page 1315

↓

Benjamin McKellar Lawrence
Conveyed out 1/7/2019
Deed Book 1609, Page 1280

↓

James Ernest Young, Jr.

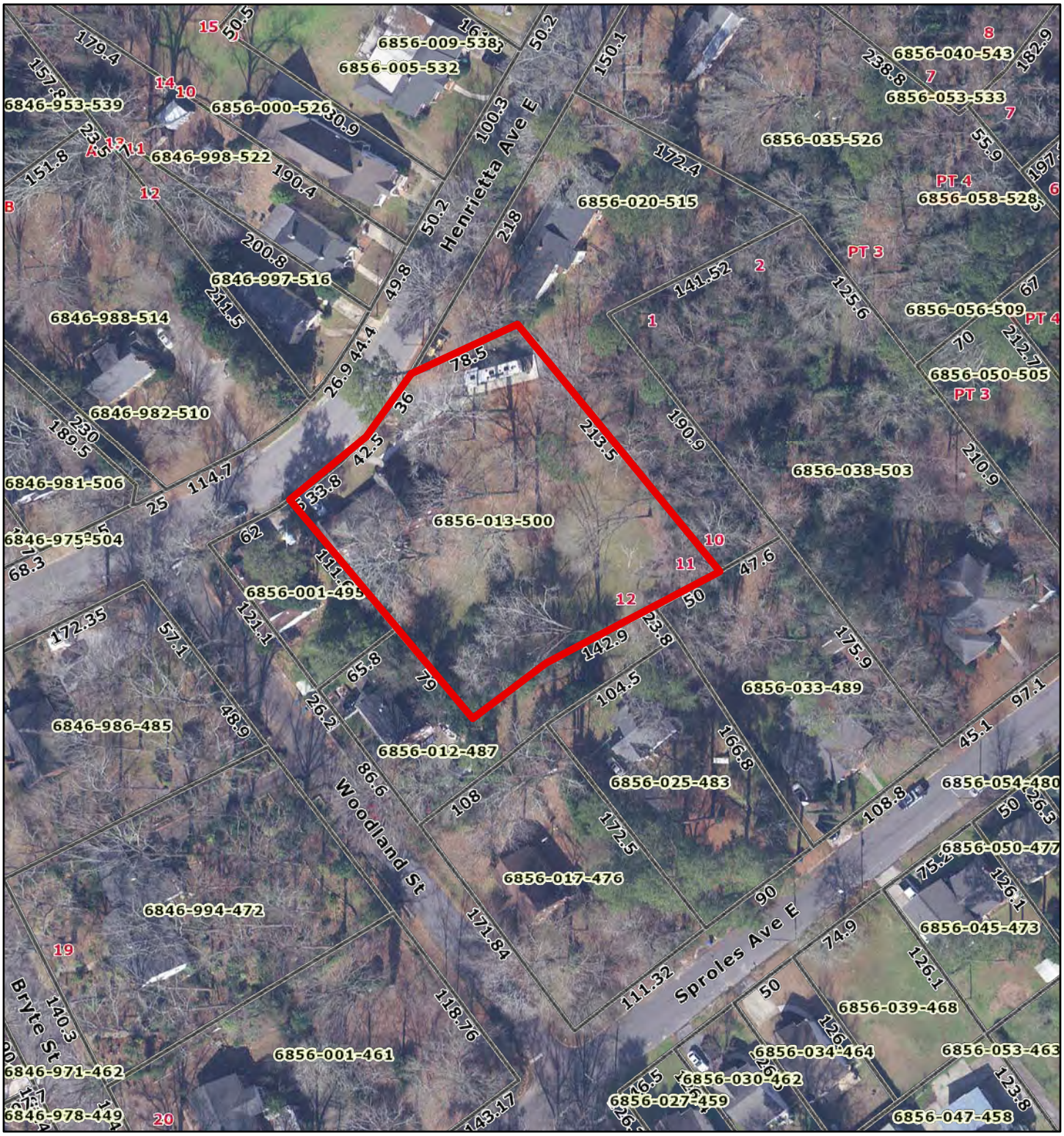
Lot 4

Wharton Realty Company
Conveyed out 12/6/1944
Deed Book 68, Page 503

↓

J.E. Heyward
Conveyed out 9/29/1953
Deed Book 102, Page 229

2020 - 406 Henrietta Ave E



March 8, 2024

1:1,128

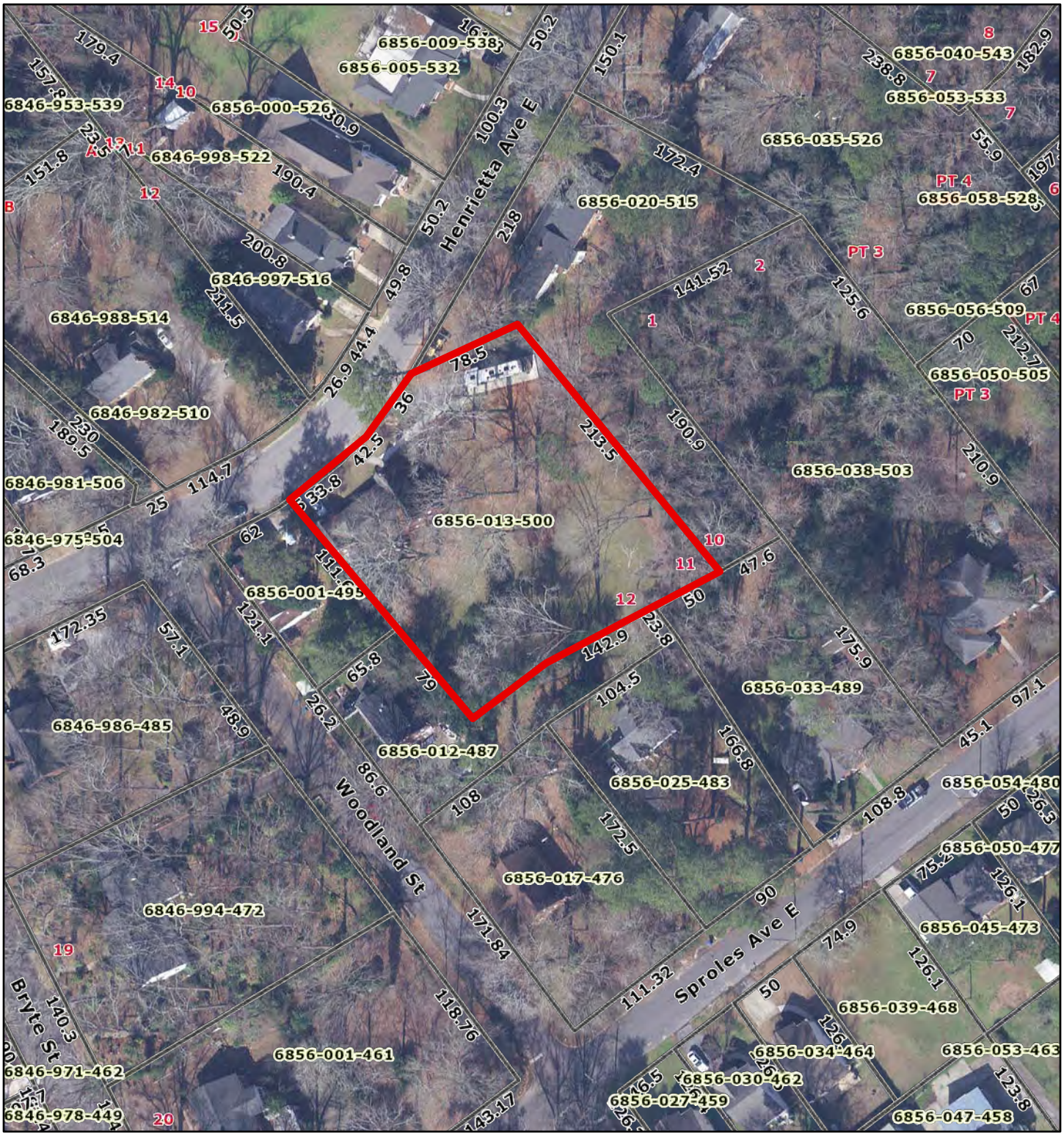
0 50 100 200 ft

0 15 30 60 m

Map Layers, Greenwood County

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

2020 - 406 Henrietta Ave E



March 8, 2024

1:1,128

0 50 100 200 ft

0 15 30 60 m

Map Layers, Greenwood County

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

2016 - 406 Henrietta Ave E

March 8, 2024

1:1,128

0 50 100 200 ft

0 15 30 60 m

Map Layers, sdf

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

2011 - 406 Henrietta Ave E

March 8, 2024

1:1,128

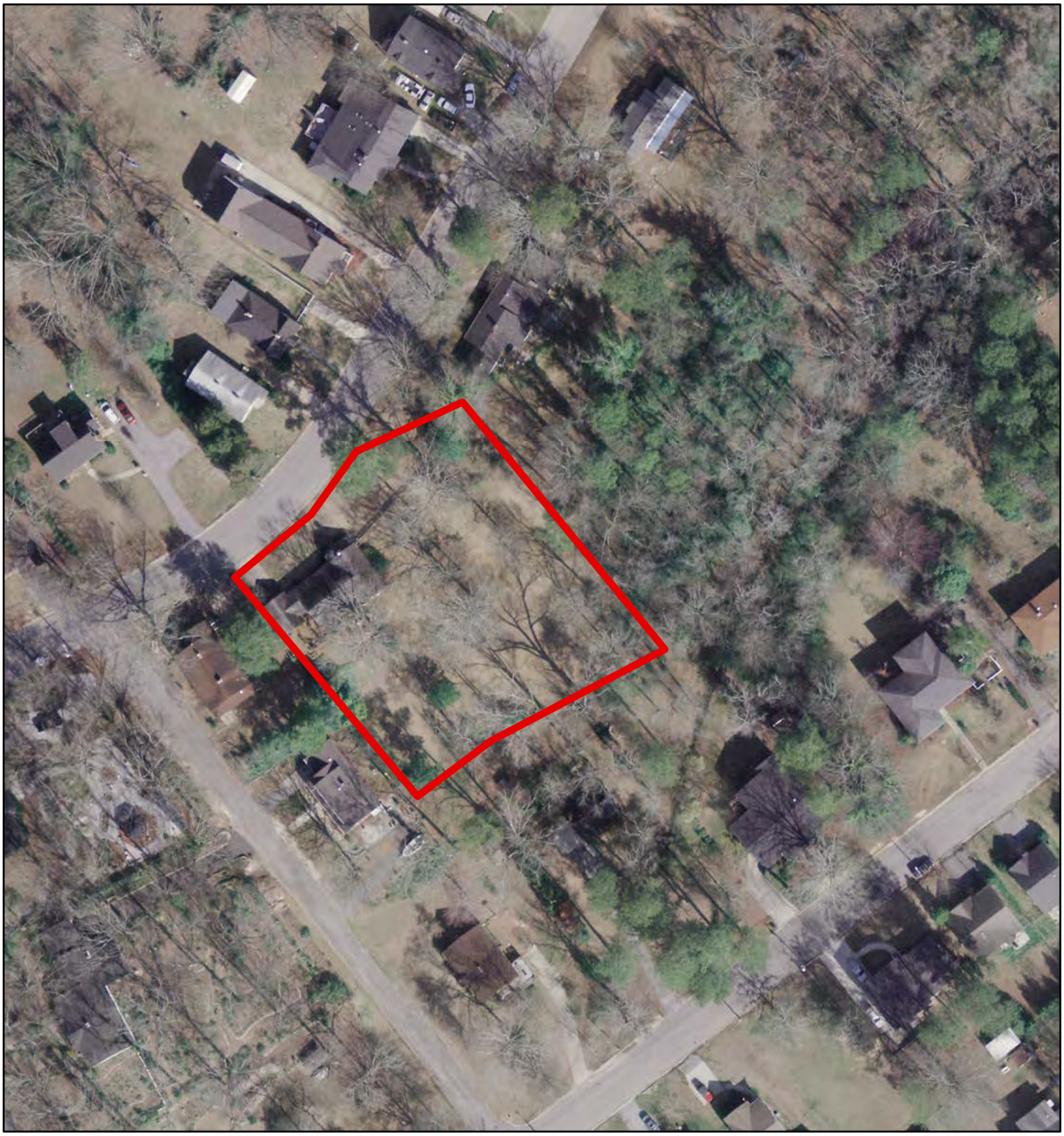
0 50 100 200 ft

0 15 30 60 m

Map Layers

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

2008 - 406 Henrietta Ave E



March 8, 2024

1:1,128

0 50 100 200 ft

0 15 30 60 m

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

2003 - 406 Henrietta Ave E

March 8, 2024

1:1,128

0 50 100 200 ft

0 15 30 60 m

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

1992 - 406 Henrietta Ave E

March 8, 2024

1:1,128

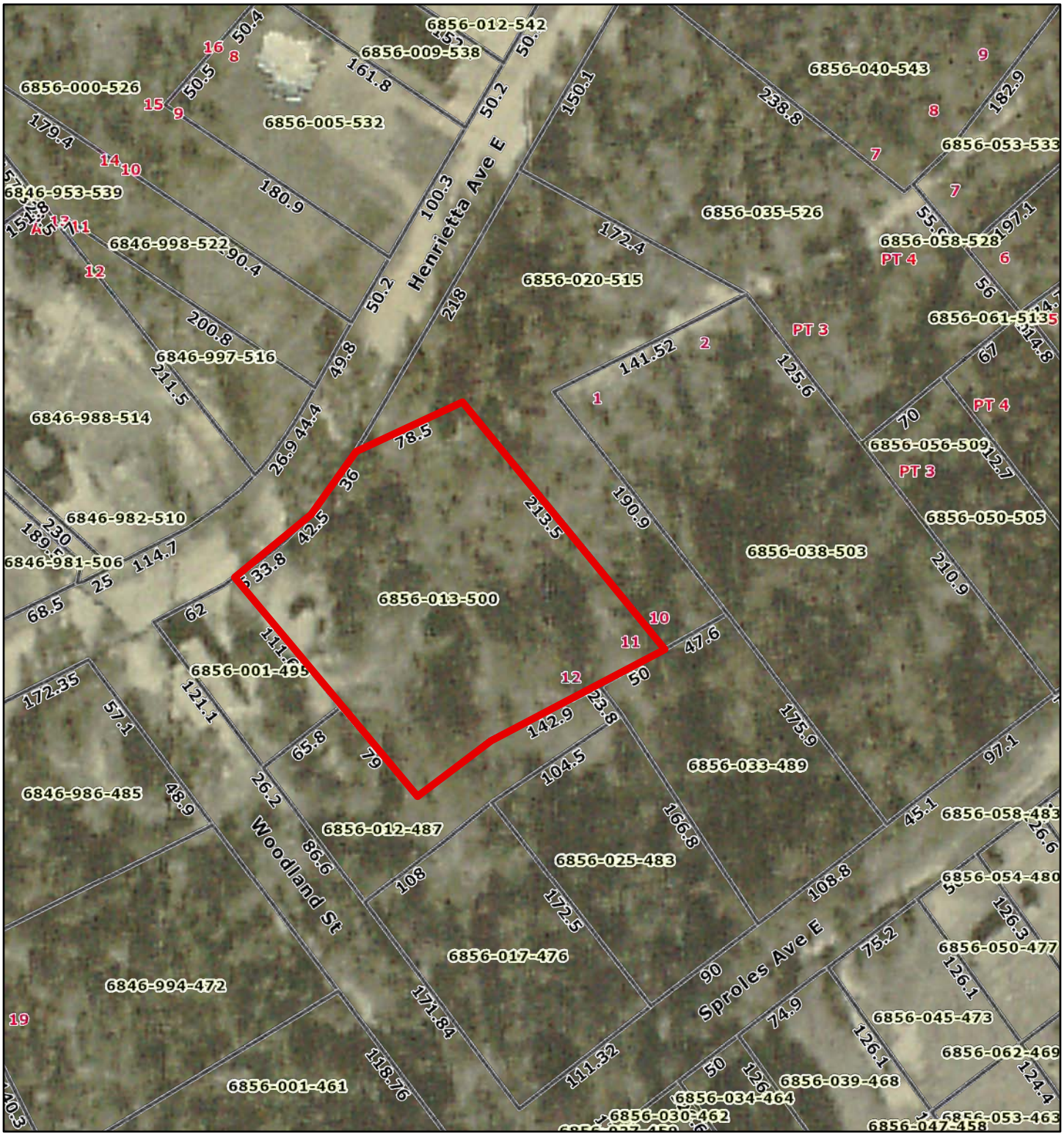
0 50 100 200 ft

0 15 30 60 m

Map Layers

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

1939 - 406 Henrietta Ave E



March 8, 2024

1:1,128

0 50 100 200 ft

0 15 30 60 m

Map Layers

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for

Exhibit 5-A

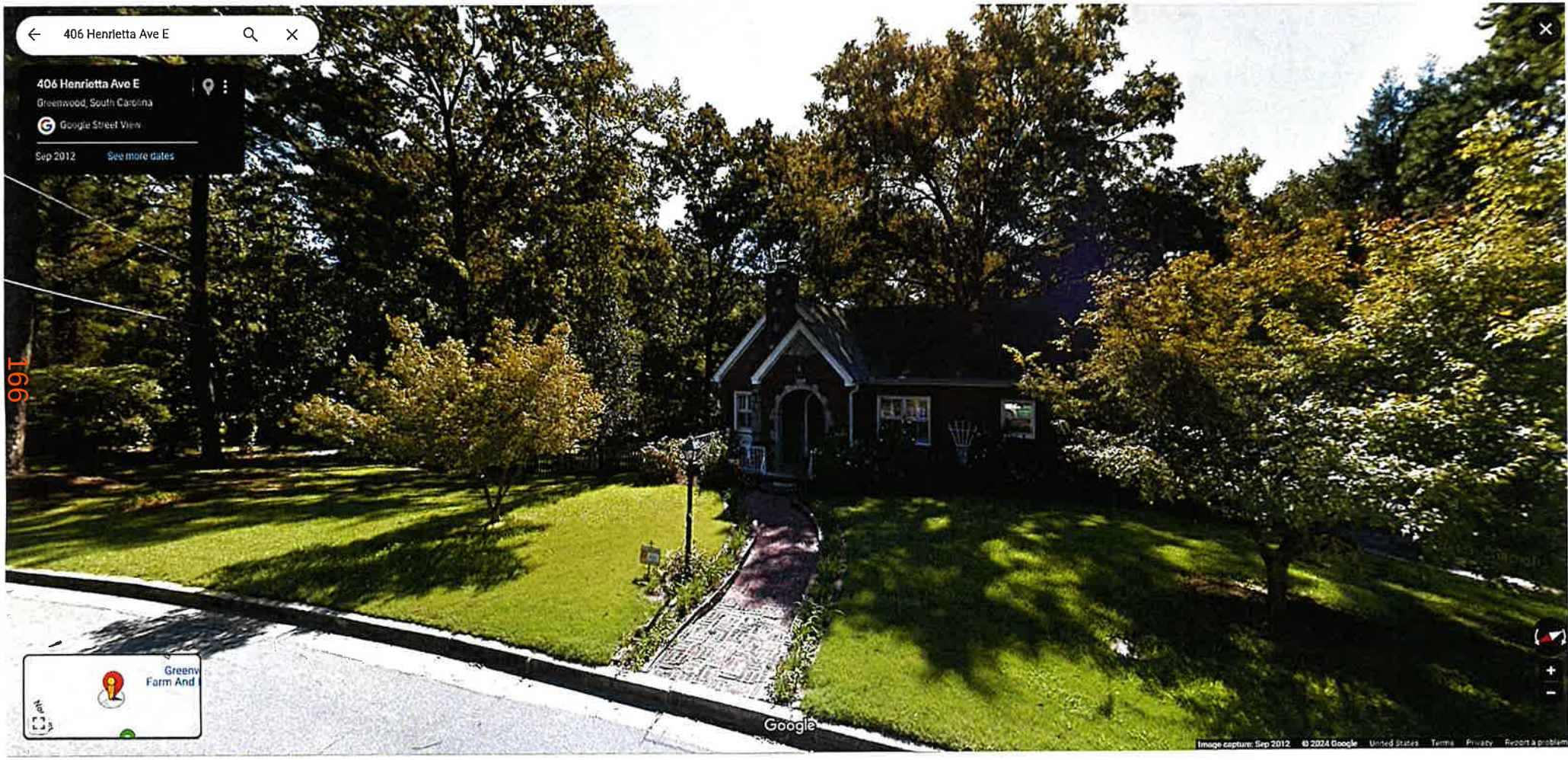

406 Henrietta Ave E
406 Henrietta Ave E
Greenwood, South Carolina
Google Street View
Sep 2012
See more dates
Google
Image capture: Sep 2012 © 2024 Google

Exhibit 5-B

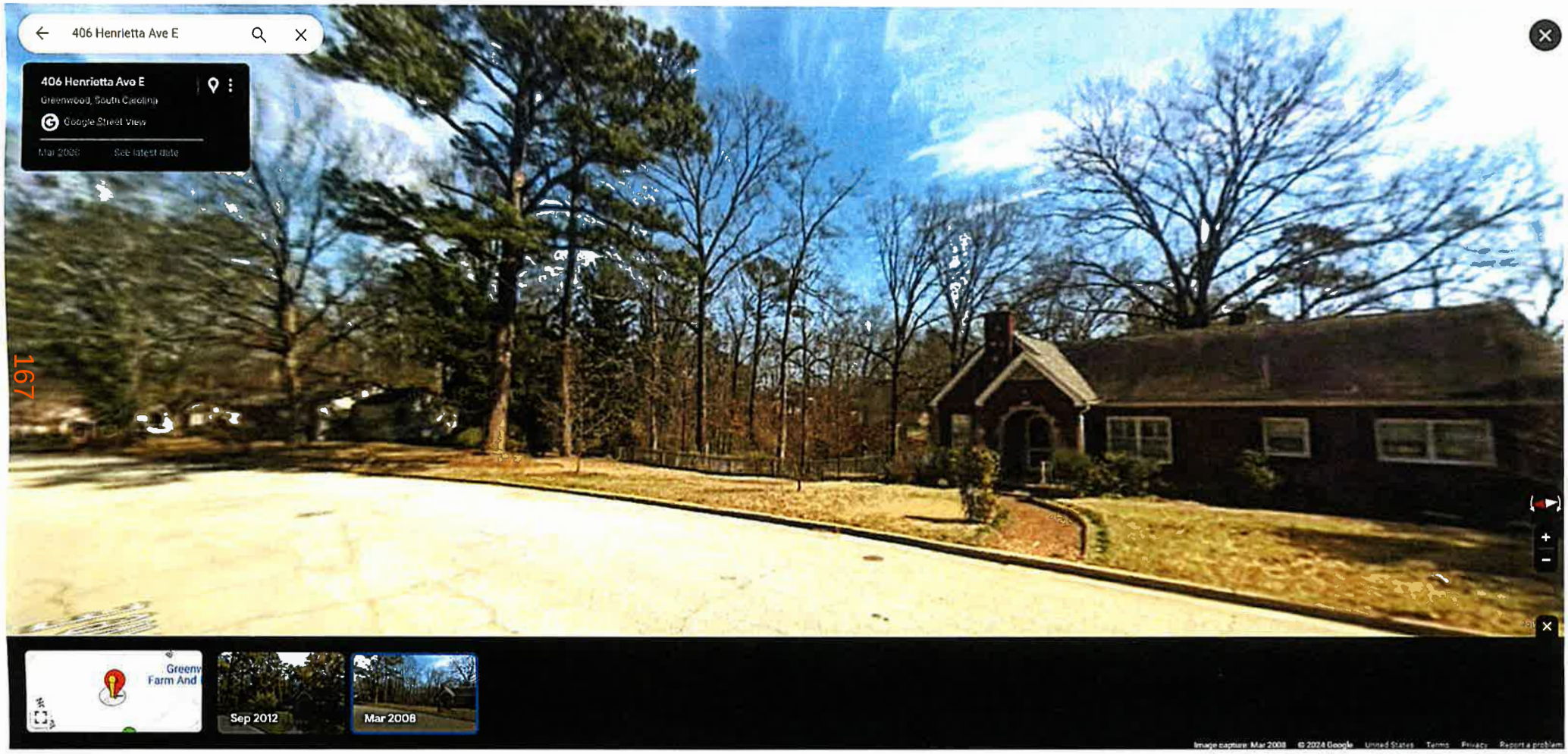

406 Henrietta Ave E
406 Henrietta Ave E
Greenwood, South Carolina
Google Street View
Mar 2008
See latest date
Sep 2012
Mar 2008
Image capture: Mar 2008 © 2024 Google United States Terms Privacy Report a problem

Exhibit 5-c

Exhibit 5-D

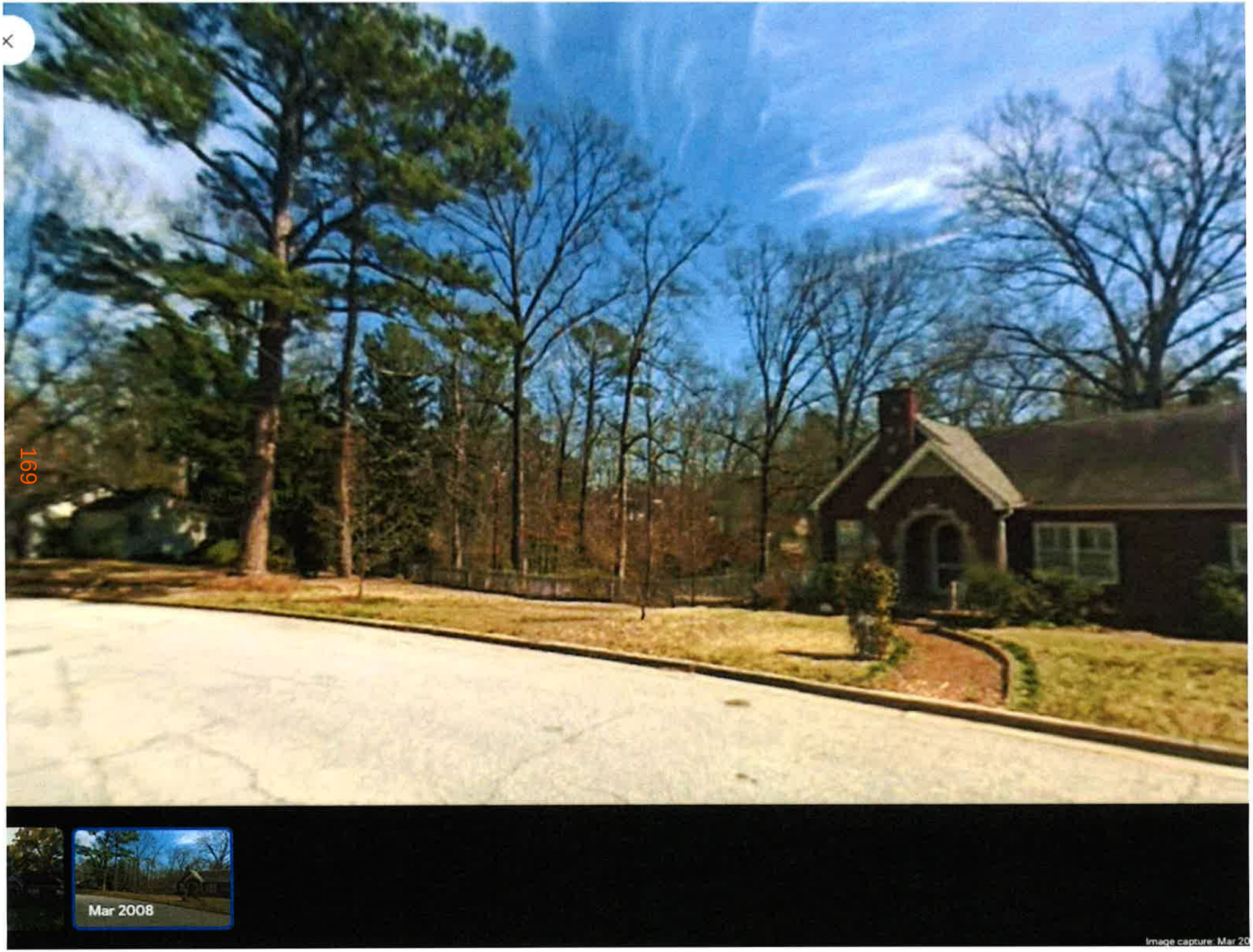
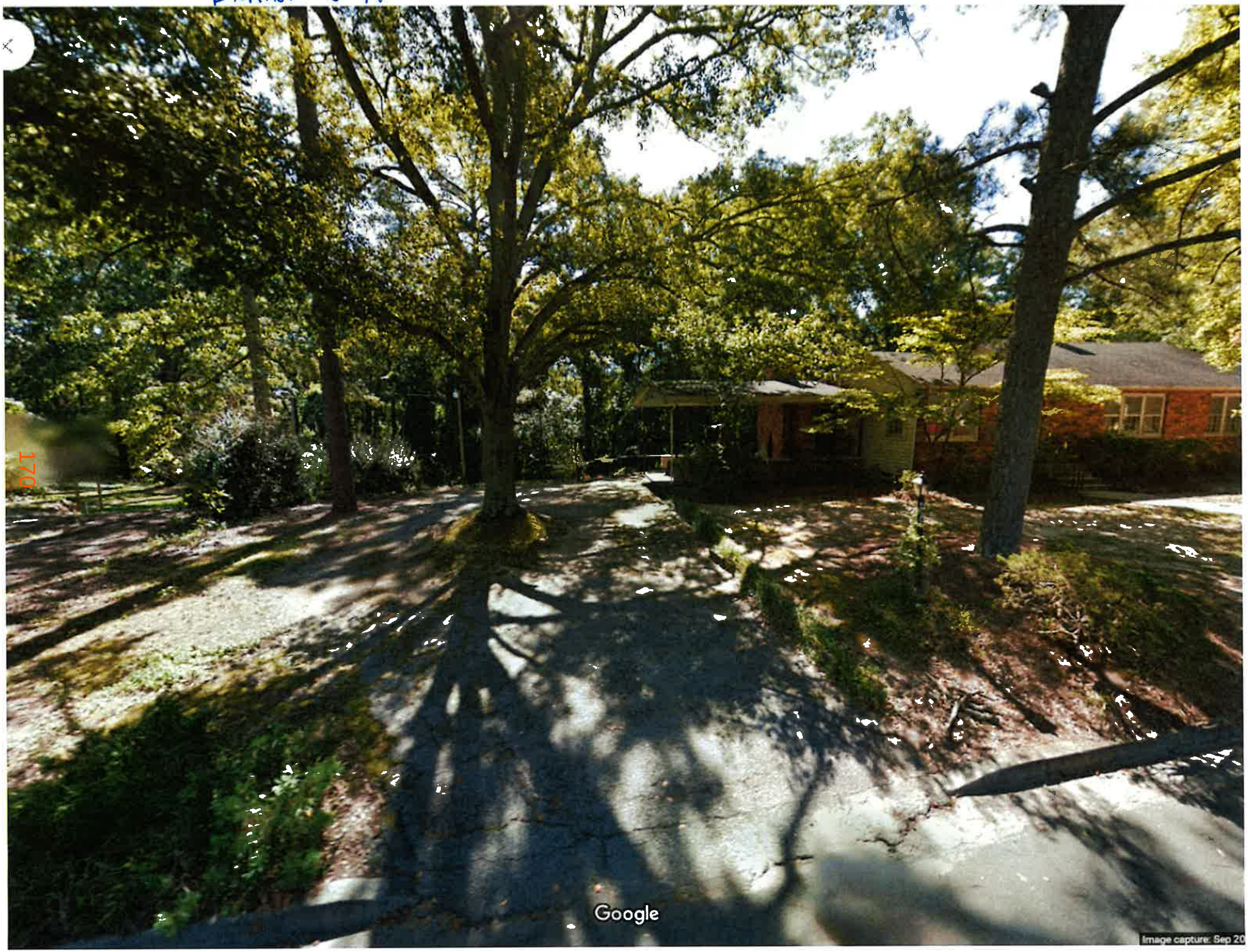


Exhibit 6-A



170

Exhibit 6-B

Exhibit 6-C

Exhibit 6-D

Exhibit 7-A

406 Henrietta Ave E
405 Henrietta Ave E
Greenwood, South Carolina
Google Street View
Mar 2008
See latest date
Sep 2012
Mar 2008
Image capture: Mar 2008 © 2024 Google United States Terms Privacy Report a problem

Exhibit 7-B

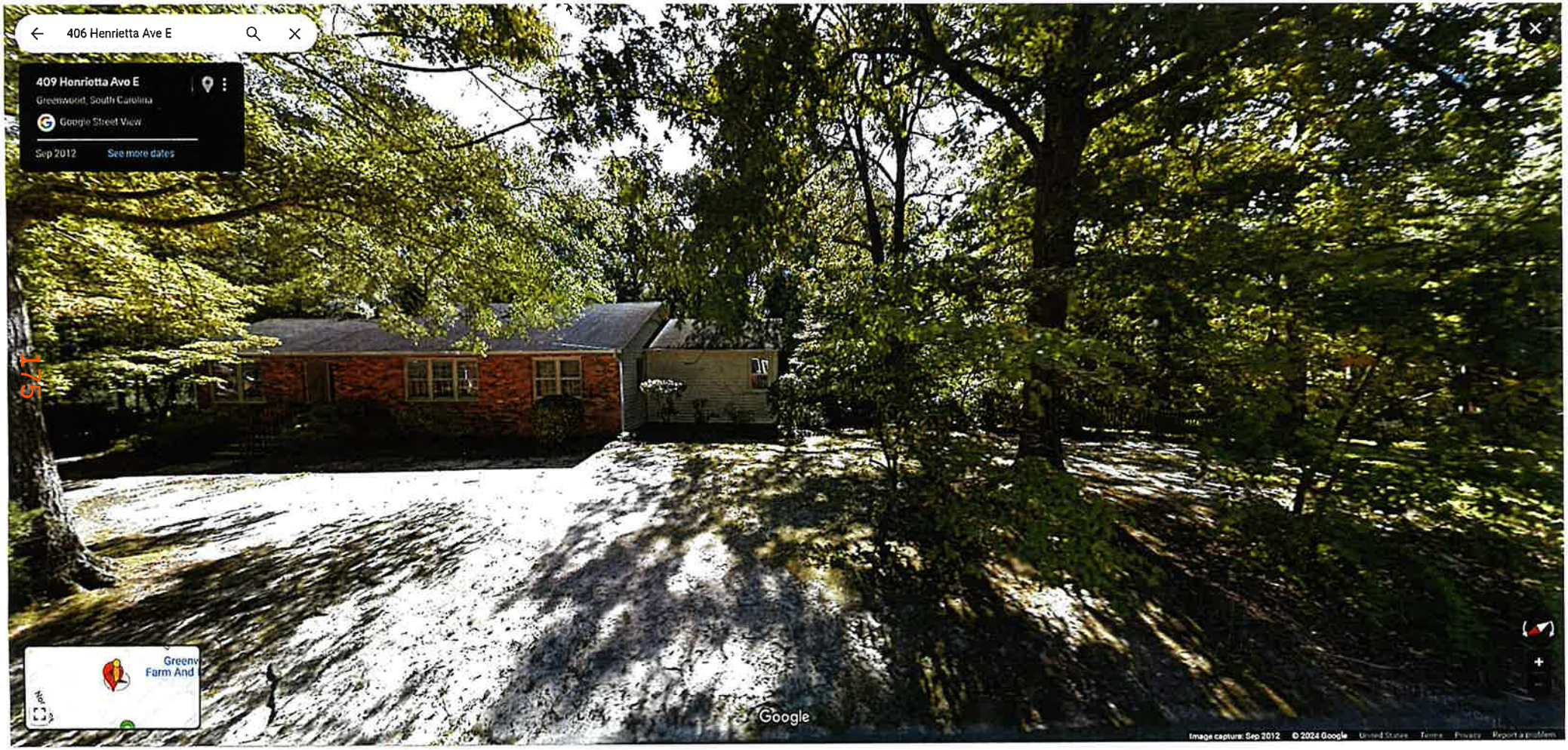

406 Henrietta Ave E
409 Henrietta Ave E
Greenwood, South Carolina
Google Street View
Sep 2012
See more dates
Google
Image capture: Sep 2012 © 2024 Google

Exhibit 7-C

Exhibit 7-D

DEFENDANT'S EXHIBIT

8

GREENWOOD, SC

rd's LLC
118 Rock Church Road
Greenwood, SC 29649 US

BILL TO
Robbie Boone

INVOICE K-3141

DATE 08/15/2017

DUE DATE 08/18/2017

DATE	ACTIVITY	AMOUNT
08/15/2017	**Driveway** Hours Stumping using PC220, 4 @ $110.00	440.00
08/15/2017	**Driveway** Lowboy Moves, 2 @ $250.00	500.00
08/15/2017	**Driveway** Hours Grading w/D39, 8 @ $80.00	640.00
08/15/2017	**Driveway** Hours Steel Drum Roller, 4 @ $80.00	320.00
08/15/2017	**Driveway** Loads of Dirt, 9 @ $100.00	900.00
08/15/2017	**Driveway** Loads of 3-Inch Stone, 2 @ $670.00	1,340.00
08/15/2017	**Driveway** Loads of Crusher Run Stone, 3 @ $400.00	1,200.00
08/15/2017	**Service-Other** Rental - Tracked Trencher, 1 @ $129.47	129.47
08/15/2017	**Services** Labor - Trencher, 1 @ $150.00	150.00
08/15/2017	**Supplies/Materials** Direct Burial Cable, 1 @ $131.89	131.89

TOTAL DUE **$5,751.36**

Thank you for your Business!

DEFENDANT'S EXHIBIT

9

DEFENDANT'S EXHIBIT

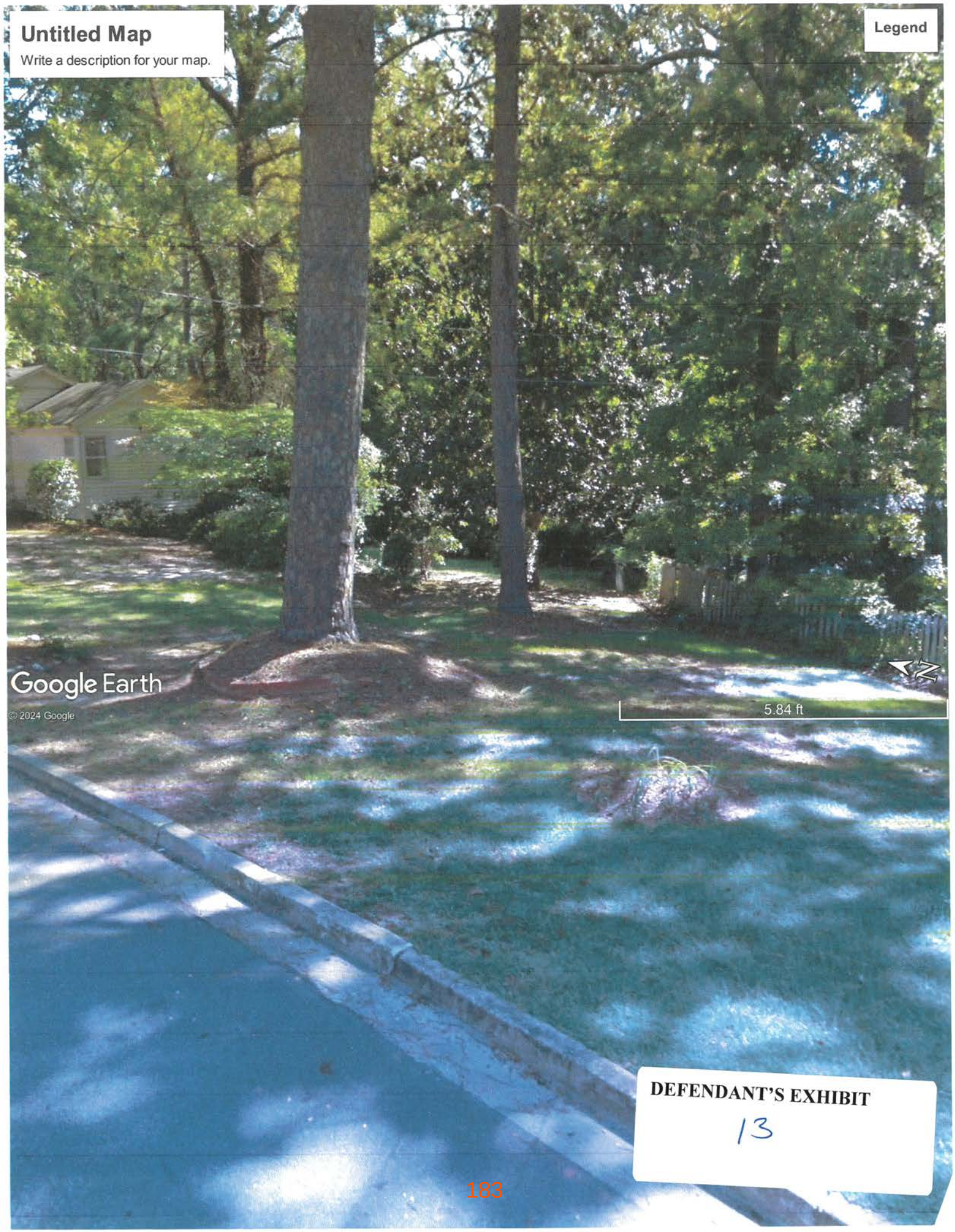
10

DEFENDANT'S EXHIBIT

11

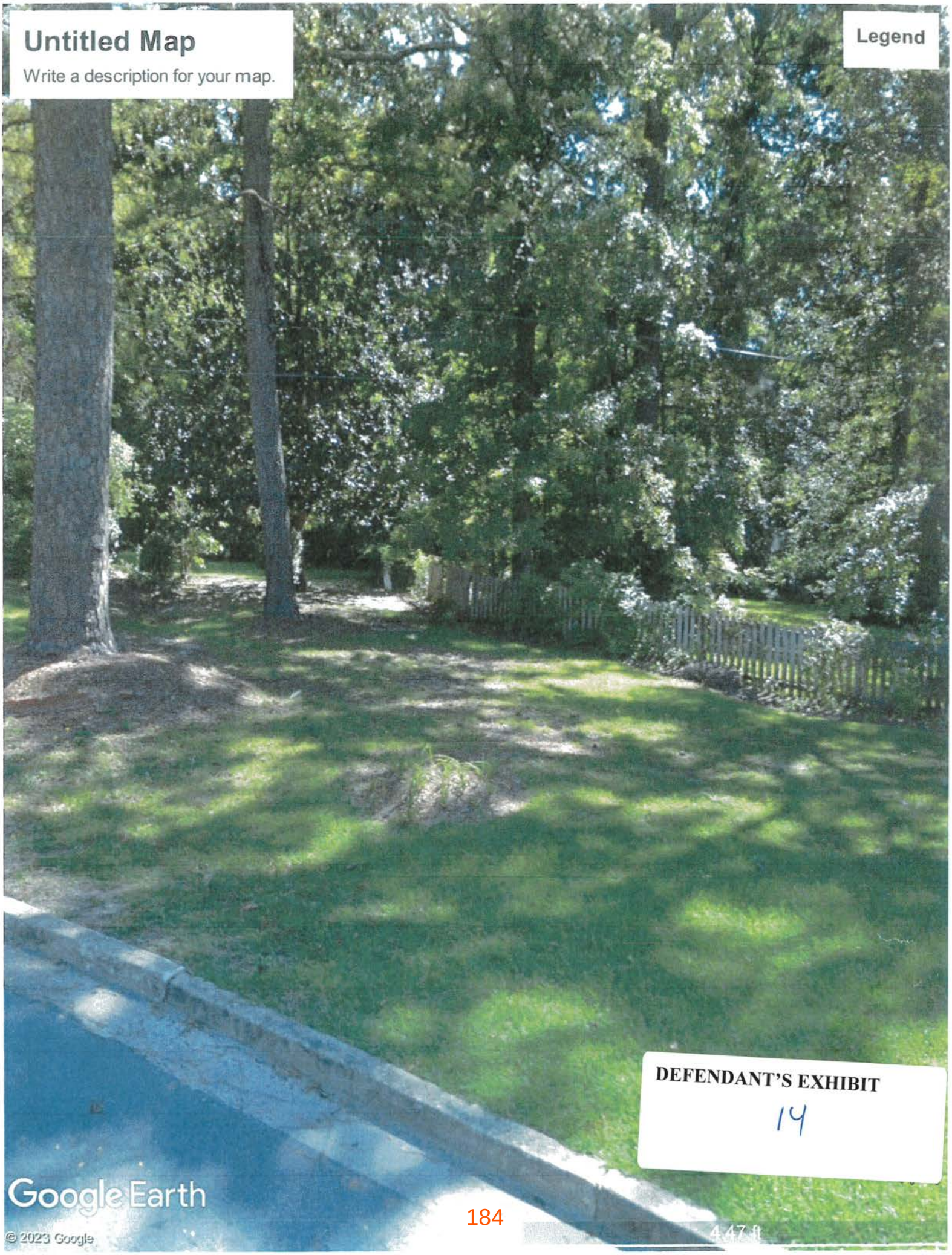
DEFENDANT'S EXHIBIT

12



DEFENDANT'S EXHIBIT

13


Untitled Map
Write a description for your map.
Legend
DEFENDANT'S EXHIBIT
14
Google Earth
© 2023 Google
447 ft

our map.
DEFENDANT'S EXHIBIT
15

DEFENDANT'S EXHIBIT

16

no stamps

Filed this 4 day Mar. 83
and recorded in Vol. 292 Page 476
11 am. Y.R.D. Jr.
Clerk of Court Greenwood Co., SC

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD.

TITLE TO REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS, that I, J. Ernest Young, of the County of Greenwood, State of South Carolina, for and ----------

in consideration of Ten ($10.00) Dollars, love and affection, to me in hand paid at and before the sealing of these presents by Jenella Y. Buzhardt, of the County of Greenwood, State of South Carolina, ----------
the receipt of which is hereby acknowledged, have granted bargained, sold, and released, and by these presents do(es) grant, bargain, sell and release unto Jenella Y. Buzhardt, her heirs and assigns, the following described property, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known as Lot No. 10 of Block C of Green Acres Subdivision and shown on plat of same with said plat being recorded in Plat Book 2, at Page 8, in the Office of the Clerk of Court for Greenwood County, and said plat is incorporated herein and made a part hereof. Said Lot No. 10, including 20 feet from the abandoned street right-of-way, when taken as a whole is 51 feet, more or less, wide at the front and rear, and is 196 feet, more or less, along line with Lot No. 11, and is 190 feet, more or less, along line with Lot No. 9 of Green Acres Subdivision.

This is a portion of the land conveyed to the Grantor by deed from John S. Coleman and Nevit Y. Johnson recorded in Deed Book 128, at Page 43, in the Office of the Clerk of Court for Greenwood County.

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(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 against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 2nd day of Jan. 1975

SIGNED, sealed and delivered in the presence of:

Philip B. Ford
Rebecca D. Simmons

J. Ernest Young (SEAL)
J. Ernest Young
(SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD.

PROBATE

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

SWORN to before me this 2nd day of Jan. 1975

Rebecca Dickert Simmons (SEAL)
Notary Public for South Carolina.
My Commission Expires 1-17-80

Philip B. Ford

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD.

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife(wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 2nd day of Jan. 1975

Rebecca Dickert Simmons (SEAL)
Notary Public for South Carolina.
My Commission Expires 1-17-80

Ray B. Young

RECORDED this ..... day of ....., 19..., at ..... M., Book ....., Page .....

4 Mar 83
292 477
11:30am
C.C.P. AND C.C.R. GREENWOOD CO. SC

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD) TIMBER DEED EXTENSION

KNOW ALL MEN BY THESE PRESENTS, That Milliken & Company, a Delaware Corporation, for and in consideration of the sum of Five and no/100 ($5.00) Dollars to it in hand paid at and before the sealing of these presents, by Champion International Corporation, a corporation organized under the laws of the State of New York, receipt whereof is hereby acknowledged, hereby agree to and do extend the term for cutting of that Timber Deed executed and delivered by it on March 29, 1982, recorded in the office of the Clerk of Court for Greenwood County in Deed Book 287, at page 51, until October 1, 1983. In all other respects the terms of said Timber Deed shall remain in full force and effect during such extension.

IN WITNESS WHEREOF, Milliken & Company has caused this instrument to be executed by its duly authorized officer this 11 day of February, 1983.

In the Presence of:
Sandra Keller
Mary Ann Morris

MILLIKEN & COMPANY
By John M. Rampey (LS)
Its Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

Personally appeared before me Sandra Keller and made oath that s/he saw the within named Milliken & Company by John M. Rampey, its Vice President, sign, seal and as its act and deed, deliver the within written Timber Deed Extension; and that s/he with Mary Ann Morris witnessed the execution thereof.

SWORN to before me this 11th day of February, 1983.

Sandra Keller
Mary Ann Morris

Dorothy T. Stevens (LS)
Notary Public for South Carolina

My commission expires:
MY COMMISSION EXPIRES OCTOBER 15, 1985

DEFENDANT'S EXHIBIT

17

201900001712
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
3/12/2019 4:41:54 PM
DEED $10.00
County: $0.00
State: $0.00
BOOK: 1609 PGS: 1280 - 1284

201900001712
TINSLEY & ADAMS LLP
PO BOX 1506
GREENWOOD, SC 29648-1506

Prepared by: Tinsley, & Adams, LLC. 418 Main Street, P. O. Box 1506, Greenwood, SC 29648

STATE OF SOUTH CAROLINA

DEED

COUNTY OF **GREENWOOD**

KNOW ALL MEN BY THESE PRESENTS, that **Benjamin McKellar Lawrence** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to it in hand paid at and before the sealing of these presents by **James Ernest Young, Jr.** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do 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 Greenwood, State of South Carolina, being known and designated as **Lot A** as will more fully appear by reference to a plat thereof prepared by Lucian D. Adams, Surveyor, dated August 23, 1969, and recorded in the Office of the Clerk of Court for Greenwood County in **Plat Book 16, at Page 437.** Said Lot A being shown on the above described plat as follows: BEGINNING at a point on East Henrietta Avenue and being the mutual front corner of Lots Nos. 3 and 4, Block B of **Green Acres Subdivision,** running thence south 61°08' east 173.24, more or less, to a point located on the center of an abandoned street right of way; thence south 60°47' west 71.13 feet, more or less, to a point; thence south 63°26' west 121.71 feet to a point on the center line of said abandoned right of way; thence north 40°02' west 20.56 feet to a point; thence south 64°36' west 75.55 feet to a point at the intersection of East Henrietta Avenue and said abandoned street right of way; thence along the right of way of East Henrietta Avenue north 28°03', 218 feet more or less, to the point of beginning.

This property is subject to the existing easements and rights of way for streets and utilities.

Lot A is comprised of Lots Nos. 1, 2, and 3 and a portion of Lot No. 4 of Green Acres Subdivision.

ALSO:
All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known as **Lot No. 10 of Block C of Green Acres Subdivision** and shown on plat of same with said plat being recorded in **Plat Book 2, at Page 8**, in the Office of the Clerk of Court for Greenwood County, and said plat is incorporated herein and made a part hereof. Said Lot No. 10, including 20 feet from the abandoned street right-of-way, when taken as a whole is 51 feet, more or less, wide at the front and rear, and is 196 feet, more or less, along line with Lot No. 11, and is 190 feet, more or less, long line with Lot No. 9 of Green Acres Subdivision.

This Deed is an absolute conveyance for fair and adequate consideration, such consideration, in addition to that recited above, being full satisfaction of all obligations secured by the Mortgage executed by Benjamin McKellar Lawrence to James Ernest Young, Jr. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed, between Grantor and Grantee with respect to the real estate described herein and this is not a mortgage or other security interest of any kind and that the Grantor is fully aware of the consequences of the execution and delivery of the Deed.

Grantee's Mailing Address: 106 Amherst Dr. Greenwood SC 29649

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 said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, 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 said premises unto the said Grantee, his Heirs, Successors and Assigns against itself and its successors and any 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: Jany 7, 20 19

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jennifer C. Scruggs
Witness #1

Witness #2

Benjamin McKellar

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

PROBATE

PERSONALLY appeared before me the undersigned witness who, being first 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.

Jennifer C. Scruggs
Witness #1

SWORN to before me this July 7, 20 19

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/30/2

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 414 E. Henrietta Ave. bearing GREENWOOD County Tax Map Number 6856-020-515 was transferred by Benjamin McKellar Lawrence to James Ernest Young, Jr. on January 7, 20 19

3. Check one of the following: The Deed is:

(a) x Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Exempt from the deed recording fee because (See information section of affidavit):

_____

(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of Deed in Lieu of Foreclosure

(b) _____ The fee is computed on the fair market value of the realty which is _____

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

_____

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

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: Deed in Lieu of Foreclosure

(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 Deed in Lieu of Foreclosure

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:: _____

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.

_____
Responsible Person Connected with the Transaction

Sworn to before me 7 Jan, 20 19

_____
Notary Public for South Carolina
My Commission Expires: 8/30/22

_____
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the 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 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 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 to the continuing or new corporation;

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

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

DEFENDANT'S EXHIBIT

18

201800007710
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
10/29/2018 11:45:16 AM
DEED $10.00
County: $0.00
State: $0.00
BOOK: 1606 PGS: 2081 - 2085

201800007710
MANNING LAW FIRM PA
315 W CAMBRIDGE AVE
GREENWOOD, SC 29646

STATE OF SOUTH CAROLINA

DEED

COUNTY OF GREENWOOD

KNOW ALL MEN BY THESE PRESENTS, that **WILLIAM BRANDON JONES** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by **JAMES ERNEST YOUNG, JR. AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JENELLA YOUNG BUZHART** (hereinafter called "Grantees") 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 Grantee, its heirs, successors and assigns the following described property:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, being known and designated as **Lot A** as will more fully appear by reference to a plat thereof prepared by Lucian D. Adams, Surveyor, dated August 23, 1969, and recorded in the Office of the Clerk of Court for Greenwood County in **Plat Book 16, at Page 437.** Said Lot A being shown on the above described plat as follows: BEGINNING at a point on East Henrietta Avenue and being the mutual front corner of Lots Nos. 3 and 4, Block B, of **Green Acres Subdivision,** running thence south 61°08' east 173.24, more or less, to a point located on the center of an abandoned street right of way; thence south 60°47' west 71.13 feet, more or less, to a point; thence south 63°26' west 121.71 feet to a point on the center line of said abandoned right of way; thence north 40°02' west 20.56 feet to a point; thence south 64°36' west 75.55 feet to a point at the intersection of East Henrietta Avenue and said abandoned street right of way; thence along the right of way of East Henrietta Avenue north 28°03', 218 feet more or less, to the point of beginning.

This property is subject to the existing easements and rights of way for streets and utilities.

Lot A is comprised of Lots Nos. 1, 2 and 3 and a portion of Lot No. 4 of Green Acres Subdivision.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known as **Lot No. 10 of Block C of Green Acres Subdivision** and shown on plat of same with said plat being recorded in **Plat Book 2, at Page 8,** in the Office of the Clerk of Court for Greenwood County, and said plat is incorporated herein and made a part hereof. Said Lot No. 10, including 20 feet from the abandoned street right-of-way, when taken as a whole is 51 feet, more or less, wide at the front and rear, and is 196 feet, more or less, along line with Lot No. 11, and is 190 feet, more or less, along line with Lot No.9 of Green Acres Subdivision

Tax Map Number: 6856-020-515

DERIVATION: This being the identical property conveyed to the Grantor herein by Deed of Distribution of the Estate of Jenella Young Buzhardt recorded February 7, 2017, in the Office of the Clerk of Court for Greenwood County in Deed Book 1563 at Page 168

Grantee's Mailing Address: 414 Henrietta Avenue East, Greenwood, SC 29649

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 said Grantees, their heirs, successors and assigns forever.

And the Grantor hereby binds himself and his heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its heirs, successors and assigns against themselves and their heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

DATE: 12 DAY OF October, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

William Brandon Jones

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me, Stacey Kelley, the undersigned witness who, being first duly sworn, says that (s)he saw the within-named Grantor(s) sign, seal, and deliver the within Deed, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof. The Witness affirms and certifies that (s)he is not a party to or a beneficiary of this transaction.

witness

SWORN to before me this 12th
day of October, 2018.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9/18/23

PETER J. MANNING
My Commission Expires
NOTARY PUBLIC
09-18-2023
STATE OF SOUTH CAROLINA

DEED PREPARED BY:

The Manning Law Firm, PA
PO Box 3429
Greenwood, SC 29648

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 414 Henrietta Avenue East, bearing Greenwood County Tax Map Number 6856-020-515, was transferred by WILLIAM BRANDON JONES to JAMES ERNEST YOUNG, JR. AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JENELLA YOUNG BUZHART 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 (See information section of affidavit):
   _1_____
   (If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

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

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

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

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

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

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.

_____
Responsible Person Connected with the Transaction

William Brandon Jones
Print Or Type Name Here

Sworn to before me this 12th day of October, 2018.

_____
Notary Public for South Carolina
My Commission Expires: 9/18/23

PETER J. MANNING
My Commission Expires
NOTARY PUBLIC
09-18-2023
STATE OF SOUTH CAROLINA

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, 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: *Section 12-24-40*

(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 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 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 12-6-4(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.

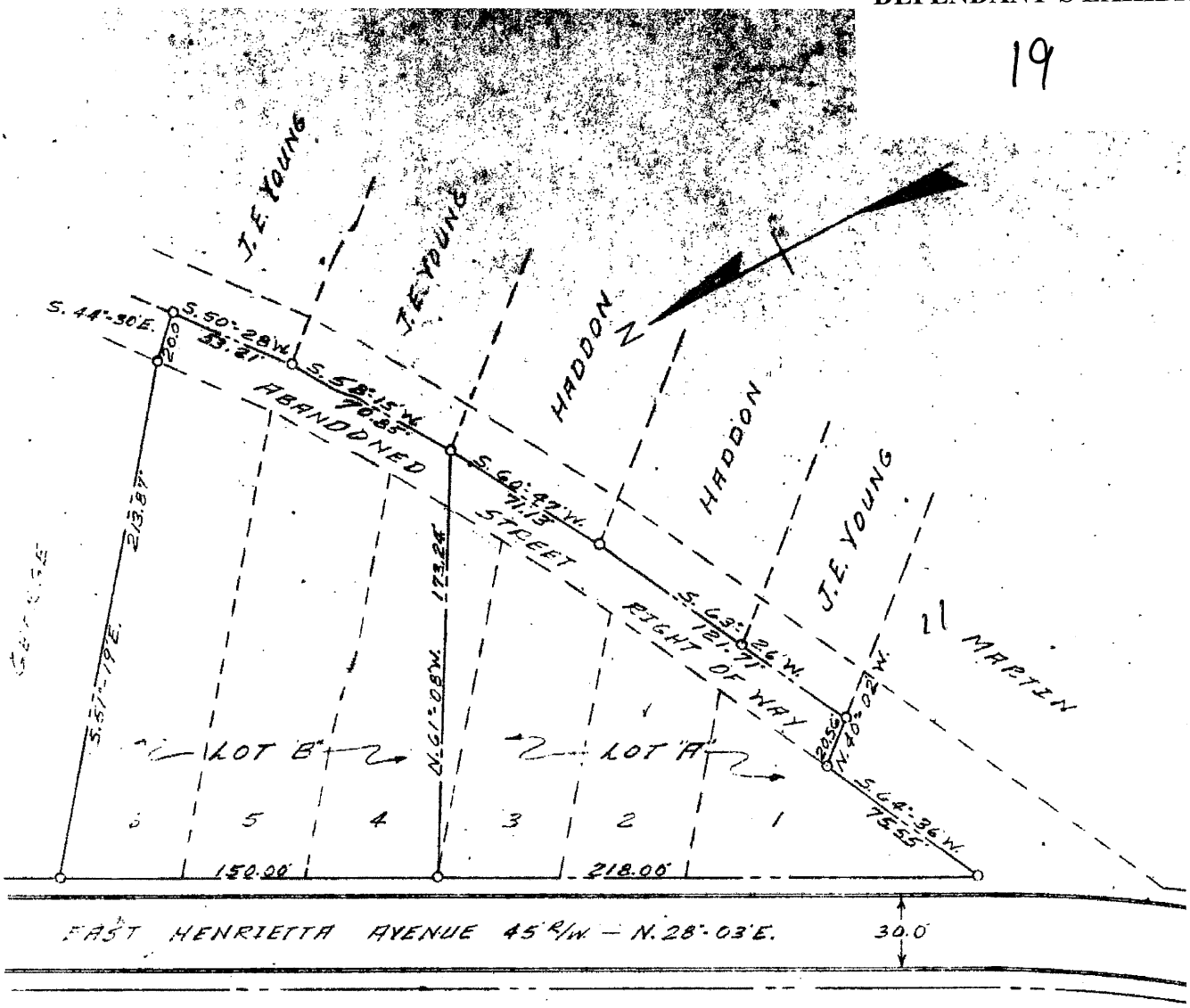
(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.

(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 purchases 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.

DEFENDANT'S EXHIBIT

19



SOUTH CAROLINA
GREENWOOD COUNTY

DATE 8-23-1969
SCALE 1" = 50'

PLAT SHOWING REDIVISION OF LOTS 1, 2, 3, 4, 5 AND 6 OF BLOCK "B" OF GREENE ACRES SUBDIVISION INTO LOTS "A" AND "B" WHICH ALSO INCLUDE A PORTION OF AN ABANDONED STREET RIGHT OF WAY. MADE AT REQUEST OF J. ERNEST YOUNG. LOCATED AS SHOWN IN THE CITY OF GREENWOOD.

SURVEYED BY
LUCIAN D. ADAMS SR. L.S.

Book 16, Page 437

DEFENDANT'S EXHIBIT

20

201900000535
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
1/24/2019 11:36:55 AM
DEED $10.00
County: $56.10
State: $132.60
BOOK: 1608 PGS: 1315 - 1319

201900000535
TINSLEY & ADAMS LLP
PO BOX 1506
GREENWOOD, SC 29648-1506

SPACE ABOVE THIS LINE RESERVED FOR RECORDING

Prepared by: Tinsley & Adams, LLC, 418 Main Street, P. O. Box 1506 , Greenwood, SC 29648

STATE OF SOUTH CAROLINA

DEED

COUNTY OF GREENWOOD

Individual

KNOW ALL MEN BY THESE PRESENTS, that **James Ernest Young, Jr. as Personal Representative of the Estate of Jenella Young Buzhardt** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by **Benjamin McKellar Lawrence** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

SEE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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 said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs, Successors and Assigns against him and his heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

PROPERTY DESCRIPTION
414 Henrietta Avenue East, Greenwood, SC 29649
Tax Map Number: 6856-020-515

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, being known and designated as **Lot A** as will more fully appear by reference to a plat thereof prepared by Lucian D. Adams, Surveyor, dated August 23, 1969, and recorded in the Office of the Clerk of Court for Greenwood County in **Plat Book 16, at Page 437.** Said Lot A being shown on the above described plat as follows: BEGINNING at a point on East Henrietta Avenue and being the mutual front corner of Lots Nos. 3 and 4, Block B of Green Acres Subdivision, running thence south 61°08' east 173.24, more or less, to a point located on the center of an abandoned street right of way; thence south 60°47' west 71.13 feet, more or less, to a point; thence south 63°26' west 121.71 feet to a point on the center line of said abandoned right of way; thence north 40°02' west 20.56 feet to a point; thence south 64°36' west 75.55 feet to a point at the intersection of East Henrietta Avenue and said abandoned street right of way; thence along the right of way of East Henrietta Avenue north 28°03', 218 feet more or less, to the point of beginning.

This property is subject to the existing easements and rights of way for streets and utilities.

Lot A is comprised of Lots Nos. 1, 2, and 3 and a portion of Lot No. 4 of Green Acres Subdivision.

ALSO:
All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known as **Lot No. 10 of Block C of Green Acres Subdivision** and shown on plat of same with said plat being recorded in **Plat Book 2, at Page 8,** in the Office of the Clerk of Court for Greenwood County, and said plat is incorporated herein and made a part hereof. Said Lot No. 10, including 20 feet from the abandonded street right-of-way, when taken as a whole is 51 feet, more or less, wide at the front and rear, and is 196 feet, more or less, along line with Lot No. 11, and is 190 feet, more or less, long line with Lot No. 9 of Green Acres Subdivision.

Tax Map Number: 6856-020-515

DERIVATION: This being the identical property conveyed to James Ernest Young, Jr., as Personal Representative of the Estate of Jenella Young Buzhardt by deed of William Brandon Jones, dated October 12, 2018 and recorded October 29, 2018 in Deed Book 1606, at Page 2081 in the Office of the Clerk of Court for Greenwood County.

Grantee's Mailing Address: 424 Main Street, Greenwood, SC 29646

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

DATE: Jan 7, ~~2018~~ 2019

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

James Ernest Young, Jr., as Personal Representative
of the Estate of Jenella Young Buzhardt

STATE OF SOUTH CAROLINA

Acknowledgment

COUNTY OF GREENWOOD

The foregoing Deed was acknowledged before me on Jan. 7, ~~2018~~ 2019 by James Ernest Young, Jr., as Personal Representative of the Estate of Jenella Young Buzhardt.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-5-25

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 414 E. Henrietta Avenue bearing GREENWOOD County Tax Map Number 6856-020-515 was transferred by James Ernest Young, Jr., as Personal Representative of the Estate of Jenella Young Buzhardt to Benjamin McKellar Lawrence on _____, 2018.

3. Check one of the following: The Deed is:

(a) __x__ Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Exempt from the deed recording fee because (See information section of affidavit):

_____

(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) __x__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of 51,000.00

(b) _____ The fee is computed on the fair market value of the realty which is _____

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

_____

5. Check Yes____ or No_____ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "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:	51,000.00
(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	51,000.00

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

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

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.

James E. Young Jr.
Responsible Person Connected with the Transaction

Sworn to before me Jan 7, 2019

Jennifer C Scruggs
Notary Public
My Commission Expires 3-5-25

James Ernest Young, Jr
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the 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 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 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 to the continuing or new corporation;

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

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

DEFENDANT'S EXHIBIT

21

201900000535
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
1/24/2019 11:36:55 AM
DEED $10.00
County: $56.10
State: $132.60
BOOK: 1608 PGS: 1315 - 1319

201900000535
TINSLEY & ADAMS LLP
PO BOX 1506
GREENWOOD, SC 29648-1506

SPACE ABOVE THIS LINE RESERVED FOR RECORDING

Prepared by: Tinsley & Adams, LLC, 418 Main Street, P. O. Box 1506 , Greenwood, SC 29648

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

DEED
Individual

KNOW ALL MEN BY THESE PRESENTS, that **James Ernest Young, Jr. as Personal Representative of the Estate of Jenella Young Buzhardt** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by **Benjamin McKellar Lawrence** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

SEE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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 said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs, Successors and Assigns against him and his heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

PROPERTY DESCRIPTION
414 Henrietta Avenue East, Greenwood, SC 29649
Tax Map Number: 6856-020-515

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, being known and designated as **Lot A** as will more fully appear by reference to a plat thereof prepared by Lucian D. Adams, Surveyor, dated August 23, 1969, and recorded in the Office of the Clerk of Court for Greenwood County in **Plat Book 16, at Page 437.** Said Lot A being shown on the above described plat as follows: BEGINNING at a point on East Henrietta Avenue and being the mutual front corner of Lots Nos. 3 and 4, Block B of Green Acres Subdivision, running thence south 61°08' east 173.24, more or less, to a point located on the center of an abandoned street right of way; thence south 60°47' west 71.13 feet, more or less, to a point; thence south 63°26' west 121.71 feet to a point on the center line of said abandoned right of way; thence north 40°02' west 20.56 feet to a point; thence south 64°36' west 75.55 feet to a point at the intersection of East Henrietta Avenue and said abandoned street right of way; thence along the right of way of East Henrietta Avenue north 28°03', 218 feet more or less, to the point of beginning.

This property is subject to the existing easements and rights of way for streets and utilities.

Lot A is comprised of Lots Nos. 1, 2, and 3 and a portion of Lot No. 4 of Green Acres Subdivision.

ALSO:
All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known as **Lot No. 10 of Block C of Green Acres Subdivision** and shown on plat of same with said plat being recorded in **Plat Book 2, at Page 8,** in the Office of the Clerk of Court for Greenwood County, and said plat is incorporated herein and made a part hereof. Said Lot No. 10, including 20 feet from the abandonded street right-of-way, when taken as a whole is 51 feet, more or less, wide at the front and rear, and is 196 feet, more or less, along line with Lot No. 11, and is 190 feet, more or less, long line with Lot No. 9 of Green Acres Subdivision.

Tax Map Number: 6856-020-515

DERIVATION: This being the identical property conveyed to James Ernest Young, Jr., as Personal Representative of the Estate of Jenella Young Buzhardt by deed of William Brandon Jones, dated October 12, 2018 and recorded October 29, 2018 in Deed Book 1606, at Page 2081 in the Office of the Clerk of Court for Greenwood County.

Grantee's Mailing Address: 424 Main Street, Greenwood, SC 29646

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

DATE: Jan 7, ~~2018~~ 2019

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Witness #2

James Ernest Young, Jr., as Personal Representative
of the Estate of Jenella Young Buzhardt

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Acknowledgment

The foregoing Deed was acknowledged before me on Jan. 7, ~~2018~~ 2019 by James Ernest Young, Jr., as Personal Representative of the Estate of Jenella Young Buzhardt.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-5-25

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 414 E. Henrietta Avenue bearing GREENWOOD County Tax Map Number 6856-020-515 was transferred by James Ernest Young, Jr., as Personal Representative of the Estate of Jenella Young Buzhardt to Benjamin McKellar Lawrence on _____, 2018.

3. Check one of the following: The Deed is:

(a) __x__ Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Exempt from the deed recording fee because (See information section of affidavit):

_____

(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) __x__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of 51,000.00

(b) _____ The fee is computed on the fair market value of the realty which is _____

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

_____

5. Check Yes____ or No_____ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "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:	51,000.00
(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	51,000.00

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

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

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.

Responsible Person Connected with the Transaction

Sworn to before me Jan 7, 2019

Notary Public

My Commission Expires 3-5-25

James Ernest Young, Jr

Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the 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 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 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 to the continuing or new corporation;

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

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

Ex. 22

201900001712
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
3/12/2019 4:41:54 PM
DEED $10.00
County: $0.00
State: $0.00
BOOK: 1609 PGS: 1280 - 1284

201900001712
TINSLEY & ADAMS LLP
PO BOX 1506
GREENWOOD, SC 29648-1506

Prepared by: Tinsley, & Adams, LLC. 418 Main Street, P. O. Box 1506, Greenwood, SC 29648

STATE OF SOUTH CAROLINA

DEED

COUNTY OF **GREENWOOD**

KNOW ALL MEN BY THESE PRESENTS, that **Benjamin McKellar Lawrence** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration, to it in hand paid at and before the sealing of these presents by **James Ernest Young, Jr.** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do 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 Greenwood, State of South Carolina, being known and designated as **Lot A** as will more fully appear by reference to a plat thereof prepared by Lucian D. Adams, Surveyor, dated August 23, 1969, and recorded in the Office of the Clerk of Court for Greenwood County in **Plat Book 16, at Page 437.** Said Lot A being shown on the above described plat as follows: BEGINNING at a point on East Henrietta Avenue and being the mutual front corner of Lots Nos. 3 and 4, Block B of **Green Acres Subdivision,** running thence south 61°08' east 173.24, more or less, to a point located on the center of an abandoned street right of way; thence south 60°47' west 71.13 feet, more or less, to a point; thence south 63°26' west 121.71 feet to a point on the center line of said abandoned right of way; thence north 40°02' west 20.56 feet to a point; thence south 64°36' west 75.55 feet to a point at the intersection of East Henrietta Avenue and said abandoned street right of way; thence along the right of way of East Henrietta Avenue north 28°03', 218 feet more or less, to the point of beginning.

This property is subject to the existing easements and rights of way for streets and utilities.

Lot A is comprised of Lots Nos. 1, 2, and 3 and a portion of Lot No. 4 of Green Acres Subdivision.

ALSO:
All that certain piece, parcel or lot of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, known as **Lot No. 10 of Block C of Green Acres Subdivision** and shown on plat of same with said plat being recorded in **Plat Book 2, at Page 8,** in the Office of the Clerk of Court for Greenwood County, and said plat is incorporated herein and made a part hereof. Said Lot No. 10, including 20 feet from the abandoned street right-of-way, when taken as a whole is 51 feet, more or less, wide at the front and rear, and is 196 feet, more or less, along line with Lot No. 11, and is 190 feet, more or less, long line with Lot No. 9 of Green Acres Subdivision.

This Deed is an absolute conveyance for fair and adequate consideration, such consideration, in addition to that recited above, being full satisfaction of all obligations secured by the Mortgage executed by Benjamin McKellar Lawrence to James Ernest Young, Jr. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed, between Grantor and Grantee with respect to the real estate described herein and this is not a mortgage or other security interest of any kind and that the Grantor is fully aware of the consequences of the execution and delivery of the Deed.

Grantee's Mailing Address: 106 Amherst Dr. Greenwood SC 29649

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 said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, 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 said premises unto the said Grantee, his Heirs, Successors and Assigns against itself and its successors and any 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: Jany 7, 2019

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jennifer C. Scruggs
Witness #1

Witness #2

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

PERSONALLY appeared before me the undersigned witness who, being first 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.

Jennifer C. Scruggs
Witness #1

SWORN to before me this July 7, 20 19

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/30/22

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 414 E. Henrietta Ave. bearing GREENWOOD County Tax Map Number 6856-020-515 was transferred by Benjamin McKellar Lawrence to James Ernest Young, Jr. on January 7, 20 19

3. Check one of the following: The Deed is:

(a) x Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Exempt from the deed recording fee because (See information section of affidavit):

_____

(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of Deed in Lieu of Foreclosure

(b) _____ The fee is computed on the fair market value of the realty which is _____

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

_____

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

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	Deed in Lieu of Foreclosure
(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	_____ Deed in Lieu of Foreclosure

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:: _____

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.

_____
Responsible Person Connected with the Transaction

Sworn to before me 7 Jan, 20 19

_____
Notary Public for South Carolina
My Commission Expires: 8/30/22

_____
Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the 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 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 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 to the continuing or new corporation;

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

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

TINSLEY & McGOWAN
ATTORNEYS AT LAW
TEXTILE BUILDING
GREENWOOD, S. C.

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENWOOD.)

Filed this 21 day of April 1954
and recorded in Vol. Deed 105 page 367
C.C.C.P. & G.S.

A. S. Wilkinson)
and :
J. Ernest Young, Macy May George, Mike G. Miserlis and Sam Agnew.)
. . . . . :

AGREEMENT.

WHEREAS, A. S. WILKINSON owned a certain tract of land in the vicinity of the intersection of Henrietta Avenue and Cokesbury Street, in the City of Greenwood, and within Greenwood County, the State of South Carolina, and caused the said tract to be subdivided and platted into lots and streets as will be more reflected by reference to a plat of the said subdivision made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, which plat appears of record in the Office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 8; and,

WHEREAS, since the establishment of the said subdivision and the preparation of the said plat, it has been made to appear that it is impracticable and not feasible to open the proposed street as shown on the said plat which extends in a Northeasterly direction from the existing Henrietta Avenue to Cokesbury Street, which said proposed street purports to separate Block "B" and "C" as shown on the said plat; and,

WHEREAS, it appears that the only parties owning property along, upon and adjacent to said proposed street are A. S. WILKINSON, J. ERNEST YOUNG, MACY MAY GEORGE, MIKE G. MISERLIS and SAM AGNEW; and

WHEREAS, all of the property owners owning the property abutting and adjacent to the said proposed street are desirous of forever closing that portion of the proposed street

DEFENDANT'S EXHIBIT
23

ATTEST A TRUE COPY
Chastity Copeland
CHASTITY COPELAND
CCCP AND GS
GREENWOOD COUNTY
S. C.

368

which extends from a line representing the Northeastern side of Lot No. 11 of Block "C", when extended in a straight line across the said proposed street, to a point representing the intersection of such proposed street with Cokesbury Street. The section of the said proposed street proposed to be closed is bounded on the Northwest by a portion of Lots Nos. 1, and also Lots Nos. 2, 3, 4, 5 and 6, of Block "B", owned by J. Ernest Young, and Lots Nos. 7, 8, 9 and 10, of Block "B", owned by Macy May George; on the Southeast by Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, of Block "C", being the property of A. S. Wilkinson; and on the Southwest by a small section of the said proposed street which lies to the Northeast of Lots Nos. 11 and 12, of Block "C", which is to be left open as an outlet for the owners of Lots Nos. 11 and 12 of Block "C"; NOW, THEREFORE,

IN CONSIDERATION of the recitals hereinabove, together with the benefits to be derived by each of the undersigned, and in consideration of the execution of the within instrument by each of the undersigned, We, the undersigned, to hereby specifically agree to forever close that portion of the proposed street which extends from a line representing the Northeastern side of Lot No. 11 of Block "C", when extended in a straight line across the said proposed street, to a point representing the intersection of such proposed street with Cokesbury Street. The section of the said proposed street proposed to be closed is bounded on the Northwest by a portion of Lot No. 1, and also Lots Nos. 2, 3, 4, 5 and 6, of Block "B", owned by J. Ernest Young, and Lots Nos. 7, 8, 9 and 10, of Block "B" owned by Macy May George; on the Southeast by Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, of Block "C", being the property of A. S. Wilkinson; and on the Southwest by a small section of the said proposed street which lies to the Northeast of Lots Nos. 11 and 12, of Block "C", which is to be left open as an outlet for the owners of Lots Nos. 11 and 12, of Block "C".

WITNESS the Hands and Seals of the undersigned, this 31st day of March, 1954.

Witnesses:

[illegible]

Alice W. Terry

A. S. Wilkinson (L.S.)
A. S. Wilkinson

J. Ernest Young (L.S.)
J. Ernest Young

Mary May George (L.S.)
Mary May George

Mike G. Miserlis (L.S.)
Mike G. Miserlis

Sam Agnew (L.S.)
Sam Agnew.

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENWOOD.)

RENUNCIATION OF DOWER.

I, [illegible], Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Minnie C. Wilkinson, Mrs. Ray B. Young, Mrs. Mary S. Miserlis, and Mrs. Grace W. Agnew, the wives, respectively, of the within named A. S. Wilkinson, J. Ernest Young, Mike C. Miserlis and Sam Agnew, did this day each appear before me, and each upon being privately and separately examined by me, did each declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

GIVEN under my Hand and Seal this 31st day of March, A. D., 1954.

[illegible] (L.S.)
Notary Public for S. C.

Mrs. Minnie C. Wilkinson
Mrs. Minnie C. Wilkinson

Mrs. Ray B. Young
Mrs. Ray B. Young

Mrs. Mary S. Miserlis
Mrs. Mary S. Miserlis

Mrs. Grace W. Agnew
Mrs. Grace W. Agnew

350

STATE OF SOUTH CAROLINA,
COUNTY OF GREENWOOD.

PERSONALLY before me came Alice W. Terry, who being sworn, states that she was present and saw the within named A. S. Wilkinson, J. Ernest Young, Macy May George, Mike G. Miserlis and Sam Agnew, sign, seal and as their Act and Deed deliver the foregoing Agreement, and that she with W. D. McGowan, witnessed the execution thereof.

Alice W. Terry

SWORN to and subscribed before
me this 31st day of March, 1954.

(L.S.)
Notary Public for South Carolina.

Filed this 21 day of April 1954
and recorded in Vol. 65 page 367
C.C.C.P. & G.S.

-4-

TINSLEY & McGOWAN 381
ATTORNEYS No stamps necessary

The State of South Carolina,
COUNTY OF GREENWOOD.

QUIT-CLAIM DEED

WHEREAS, A. S. Wilkinson owned a certain tract of land in the vicinity of the intersection of Henrietta Avenue and Cokesbury Street, in the City of Greenwood, and within Greenwood County, the State of South Carolina, and caused the said tract to be subdivided and platted into lots and streets as will be more reflected by reference to a plat of Green Acres Subdivision made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, which plat appears of record in the Office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 7; and,

WHEREAS, since the establishment of the said Subdivision and the preparation of the said plat, it has been made to appear that it is impracticable and not feasible to open the proposed street as shown on the said plat which extends in a Northeasterly direction from the existing Henrietta Avenue to Cokesbury Street, which said proposed street purports to separate Block "B" and Block "C" as shown on said plat; and,

WHEREAS, the property owners adjacent to the said proposed street have entered into an Agreement to forever close a portion of said street; and,

WHEREAS, the adjacent property owners are desirous of quit-claiming their interests, respectively, to one-half (1/2) of the said street next and adjacent to the property owners fronting along and upon the proposed street;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That I, A. S. Wilkinson, of Greenwood County,

in the State aforesaid for and in consideration of the sum of Dollars to me in hand paid at and before the sealing of these presents, by J. Ernest Young, of Greenwood, 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 J. Ernest Young, the following described property, to wit:

All that certain piece, parcel and strip of land situate, lying and being in the City of Greenwood, in Greenwood County, South Carolina, measuring twenty (20) feet in width representing the Northwestern one-half (1/2) of a proposed street, which commences at a point representing the extension of the Northeastern side of Lot No. 11 of Block "C", when extended across the said proposed street, and extends back therefrom in a Northeasterly direction to a point in the said proposed street representing the extension of the Northeastern side of Lot No. 6, of Block "B", as shown on plat of Green Acres made by Thos. C. Anderson, Surveyor, on September 4, 1937, which plat is recorded in Plat Book 2, at Page 8. The said twenty (20) feet strip hereby quit-claimed is adjacent and abutting and co-extensive with Lots Nos. 6, 5, 4, 3, 2 and a portion of Lot No. 1, of Block "B", as shown on said plat. The said 20 foot strip is bounded on the Northwest by Lots Nos. 6, 5, 4, 3, 2 and a portion of Lot No. 1, of Block "B", owned by the grantee herein; on the Northeast by the continuation of the proposed strip this day quit-claimed to Macy May George by A. S. Wilkinson; on the Southeast by the other one-half of the proposed street this day quit-claimed to A. S. Wilkinson by J. Ernest Young; and on the Southwest by the Northwestern portion of the said proposed street which is to remain open for the protection of Lots Nos. 11 and 12, of Block "C".

Protection

ATTEST A TRUE COPY
Chastity Copeland
CHASTITY COPELAND
CCCP AND GS
GREENWOOD COUNTY
S. C.

25

382

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 J. Ernest Young, his Heirs and Assigns forever.

~~And do hereby bind Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Heirs and Assigns, against and Heirs lawfully claiming or to claim the same, or any part thereof.~~

WITNESS my Hand and Seal this 31st day of March, in the year of our Lord one thousand nine hundred and Fifty-four and in the one hundred and Seventy-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

(L. S.)

(L. S.)

(L. S.)

The State of South Carolina,

COUNTY OF Greenwood.

Personally appeared before me Alice W Jerry and made oath that she was present and saw the within named A. S. Wilkinson

Sign, Seal and as his Act and deed deliver the within written deed, and that she, with witnessed the execution thereof.

SWORN to before me this the 31st day of March, A. D. 1954.

(L. S.)

Notary Public for South Carolina.

Alice W. Jerry

The State of South Carolina,

COUNTY OF Greenwood.

Renunciation of Dower

I, N. P. for S. C., do hereby certify unto all whom it may concern, that Mrs. Minnie G. Wilkinson, the wife of the within named A. S. Wilkinson, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named J. Ernest Young, his, Heirs, Assigns all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

Given under my Hand and Seal this 31st day of March, A. D. 1954

(L. S.)

Notary Public for South Carolina.

Mrs. Minnie G. Wilkinson

Filed this 21 day of apr. 1954 and recorded in Vol. 105 page 381

8 am A. L. Milling

C. C. C. P. & G. S.

384

TINSLEY & McGOWAN
ATTORNEYS

no stamps necessary

384

The State of South Carolina,
COUNTY OF GREENWOOD.

QUIT-CLAIM DEED.

WHEREAS, A. S. Wilkinson owned a certain tract of land in the vicinity of the intersection of Henrietta Avenue and Cokesbury Street, in the City of Greenwood, and within Greenwood County, the State of South Carolina, and caused the said tract to be subdivided and platted into lots and streets as will be more reflected by reference to a plat of Green Acres Subdivision made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, which plat appears of record in the Office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 7; and,

WHEREAS, since the establishment of the said Subdivision and the preparation of the said plat, it has been made to appear that it is impracticable and not feasible to open the proposed street as shown on the said plat which extends in a Northeasterly direction from the existing Henrietta Avenue to Cokesbury Street, which said proposed street purports to separate Block "B" and Block "C" as shown on said plat; and,

WHEREAS, the property owners adjacent to the said proposed street have entered into an Agreement to forever close a portion of said street; and,

WHEREAS, the adjacent property owners are desirous of quit-claiming their interests, respectively, to one-half (1/2) of the said street next and adjacent to the property owners fronting along and upon the proposed street;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That We, Macy May George and J. Ernest Young, of Greenwood County,

in the State aforesaid for and in consideration of the sum of Dollars to me in hand paid at and before the sealing of these presents, by A. S. Wilkinson, of Greenwood County, 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 A. S. Wilkinson, the following described property, to wit:

All that certain piece, parcel and strip of land situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, measuring twenty (20) feet in width, and representing the Southeastern one-half (1/2) of a forty foot proposed street as shown on a plat of Green Acres made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, and recorded in Plat Book 2, at Page 8. The twenty (20) foot strip extends from a point in the said proposed street representing an extension of the Northeastern side of Lot No. 11, of Block "C", (when extended across the said proposed street), and from said point extends in a Northeasterly direction to Cokesbury Street, which said twenty (20) foot strip is abutting and adjacent to and co-extensive with Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, of Block "C", owned by A. S. Wilkinson. The said twenty (20) foot strip hereby quit-claimed is bounded on the Northwest by the remaining one-half (1/2) of said forty foot proposed street this day quit-claimed by A. S. Wilkinson to Macy May George and J. Ernest Young, respectively; on the Northeast by Cokesbury Street; on the Southeast by Lots Nos. 1 through 10, inclusive, of Block "C", owned by A. S. Wilkinson; and on the Northwest by the remaining part of the said proposed street, which is to be left open for the benefit of Lots Nos. 11 and 12, of Block "C".

Benefit

DEFENDANT'S EXHIBIT
24

ATTEST A TRUE COPY
Chastity Copeland
CHASTITY COPELAND
CCCP AND GS
GREENWOOD COUNTY
S. C.

285

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 A. S. Wilkinson, his Heirs and Assigns forever.

~~And xxxxxxxxxx do hereby bind xx Heirs Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Heirs and Assigns, against xxxxxxxx and xxxxxxxxxx Heirs lawfully claiming or to claim the same or any part thereof.~~

WITNESS our Hand s and Seal s this 31st day of March, in the year of our Lord one thousand nine hundred and Fift four and in the one hundred and Seventy-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Alice M. Legg

Mrs Macy May Hugg (L. S.)

J. Ernest Young (L. S.)

(L. S.)

386

The State of South Carolina,

COUNTY OF Greenwood.

Personally appeared before me Alice W. Terry and made oath that she was present and saw the within named Macy May George and J. Ernest Young

Sign, Seal and as their Act and deed deliver the within written deed, and that she, with N. D. McLowan witnessed the execution thereof.

SWORN to before me this the _____ day of March, A. D. 1954.

_____ (L. S.)

Notary Public for South Carolina.

Alice W. Terry

The State of South Carolina,

COUNTY OF Greenwood.

Renunciation of Dower

I, _____ N. P. for S. C., do hereby certify unto all whom it may concern, that Mrs. Mrs. Ray B. Young, the wife of the within named J. Ernest Young, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named A. S. Wilkinson, his, Heirs, Assigns all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

Given under my Hand and Seal this 31st day of March, A. D. 1954.

_____ (L. S.)

Notary Public for South Carolina.

Mrs Ray B. Young

Filed this 21 day of April 1954 and recorded in Vol. 105 page 384

Jan A. L. Millings

C. C. C. P. & G. S.

TINSLEY & McGOWAN
ATTORNEYS

387

No Stamps necessary

1057787

The State of South Carolina,
COUNTY OF GREENWOOD.

QUIT-CLAIM DEED.

WHEREAS, A. S. Wilkinson owned a certain tract of land in the vicinity of the intersection of Henrietta Avenue and Cokesbury Street, in the City of Greenwood, and within Greenwood County, the State of South Carolina, and caused the said tract to be subdivided and platted into lots and streets as will be more reflected by reference to a plat of Green Acres Subdivision made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, which plat appears of record in the Office of the Clerk of Court for Greenwood County in Plat Book 2, at Page 7; and,

WHEREAS, since the establishment of the said Subdivision and the preparation of the said plat, it has been made to appear that it is impracticable and not feasible to open the proposed street as shown on the said plat which extends in a Northeasterly direction from the existing Henrietta Avenue to Cokesbury Street, which said proposed street purports to separate Block "B" and Block "C" as shown on said plat; and,

WHEREAS, the property owners adjacent to the said proposed street have entered into an Agreement to forever close a portion of said street; and,

WHEREAS, the adjacent property owners are desirous of quit-claiming their interests, respectively, to one-half (1/2) of the said street next and adjacent to the property owners fronting along and upon the proposed street;

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That I, A. S. Wilkinson, of Greenwood County,

in the State aforesaid for and in consideration of the sum of

Dollars to me in hand

paid at and before the sealing of these presents, by Macy May George, of Greenwood County,

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 Macy May George, the following described property, to wit:

All that certain piece, parcel and strip of land situate, lying and being in the City of Greenwood, in Greenwood County, South Carolina, measuring twenty (20) feet in width, and representing the Northwestern one-half (1/2) of the proposed forty foot street as shown on a plat of Green Acres made by Thos. C. Anderson, Surveyor, on the 4th day of September, 1937, and recorded in Plat Book 2, at Page 8. The said twenty (20) feet strip commences at a point in the proposed street representing an extension of the Northwestern side of Lot No. 7 (when extended across the said street), and continues in a Northeasterly direction to Cokesbury Street, which said strip is abutting and adjacent to and co-extensive with Lots Nos. 7, 8, 9 and 10, of Block "B", of the said plat referred to. The said twenty (20) foot strip is bounded on the Northwest by Lots Nos. 7, 8, 9 and 10, of Block "B" owned by Macy May George; on the Northeast by Cokesbury Street; on the Southeast by the other one-half of the proposed street this day quit-claimed to A. S. Wilkinson by Macy May George; and on the Northwest by a twenty (20) foot strip this day quit-claimed to J. Ernest Young by A. S. Wilkinson.

DEFENDANT'S EXHIBIT

265

ATTEST A TRUE COPY
Chastity Copeland
CHASTITY COPELAND
CCCP AND GS
GREENWOOD COUNTY
S. C.

388

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 Macy May George, her Heirs and Assigns forever.

~~And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Mary May George her Heirs and Assigns, against me and Heirs lawfully claiming, or to claim the same, or any part thereof.~~

WITNESS my Hand and Seal this 31st day of March, in the year of our Lord one thousand nine hundred and Fifty-four and in the one hundred and Seventy-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Alice W. Spring

[illegible]

A. S. Williams (L. S.)

(L. S.)

(L. S.)

389

The State of South Carolina,

COUNTY OF Greenwood.

Personally appeared before me Alice W. Perry

and made oath that ~~t~~ he was present and saw the within named A. S. Wilkinson

Sign, Seal and as his Act and deed deliver the within written deed, and that ~~t~~ he, with

witnessed the execution thereof.

SWORN to before me this the 31st

day of March, A. D. 19 54.

(L. S.)

Notary Public for South Carolina.

Alice W. Perry

The State of South Carolina,

COUNTY OF Greenwood.

Renunciation of Dower

I, N. P. for S. C., do hereby certify unto all whom it may concern, that Mrs. Minnie G. Wilkinson, the wife of the within named A. S. Wilkinson, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named Macy May George, her, Heirs, Assigns all her interest and estate, and also all her right and claim of dower of, in or to all and singular, the premises within mentioned and released.

Given under my Hand and Seal this 31st day

of March A. D. 19 54

(L. S.)

Notary Public for South Carolina.

Mrs. Minnie G. Wilkinson

Filed this 21 day of april 1954 and recorded in Vol. 105 page 387

Sam A. L. Milling

C. C. C. P. & G. S.

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**EIGHTH JUDICIAL CIRCUIT**
COUNTY OF GREENWOOD	)	**2021-CP-24-00361**
	)	
James Ernest Young, Jr.	)	
	)	
Plaintiff,	)	
	)	**AFFIDAVIT**
vs.	)	
	)	
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

Dr. James S. Klauber, Esq., personally appearing before me, who being duly sworn, states the following:

1. My name is Dr. James S. Klauber, Esq. I am a resident of Washington County, Maryland.

2. I am over the age of eighteen (18) years and am competent to make this affidavit.

3. I purchased certain real property located at 406 East Henrietta Avenue, Greenwood, SC 29649 from William N. Sperry and Marlene Sperry on December 31, 1991 by deed recorded in Book 366 at Page 853 in the Office of the Clerk of Court for Greenwood County and attached hereto as Exhibit "A" and from Sara Catherine Wilkinson on December 30, 1991, by Quitclaim Deed recorded in Book 366 at Page 862 in the Office of the Clerk of Court for Greenwood County and attached hereto as Exhibit "B".

4. I conveyed my interest in the subject property to Karen Hughston Klauber by deed dated April 26, 1999 and recorded in Deed Book 568 at Page 346 in the Office of the Clerk of Court for Greenwood County and attached hereto as Exhibit "C".

5. That during my ownership I maintained ~~exclusive, peaceable and continuous~~ possession of the subject property during all times that I occupied and was present on the property in that I occupied the home, received mail, maintained a landscaped yard, parked vehicles, maintained fencing and a vegetation buffer between my property and adjoining properties.

6. That during my ownership I occupied the property as a residence, and maintained the grounds upon the subject property as a residential yard.

7. That during my ownership no person used the property for vehicular or pedestrian ingress and egress to any adjoining property while I was present on the property.

8. That during my ownership no person filed any claims against me regarding the use of the property nor filed any claim asserting any right of use to the property.

9. That during my ownership my use of the property was ~~open, hostile and notorious~~ in that I had a mailbox, parked vehicles, improved the grounds, maintained fencing, walkways and drives upon the property.

10. That I obtained a quitclaim deed from Sara Catherine Wilkinson to a strip within the subject property lying in front of Lots 11 and 12 to merge title with Lots 11 and 12 and claim the same under color of title.

11. That the subject property was all under a single tax identification parcel from Greenwood County, and I paid the taxes on the entire property during my ownership.

REMAINDER OF THE PAGE INTENIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

FURTHER AFFIANT SAYETH NOT.

Dr. James S. Klauber, Esq.

SWORN to before me this 11
day of March, 2024.

Notary Public for State of Maryland
My Commission Expires: Aug. 10, 2026

REBECCA J SHIVES
Notary Public - State of Maryland
Washington County
My Commission Expires Aug 10, 2026

EXHIBIT "A"

0008 53

098-12-15-018
DIST. #09

Total Consideration: 147.46
Documentary Stamps paid: 73.73

Filed date: 2 Jan 92
Book: 366 Page: 853
Clerk and Comptroller, Greenwood County

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

10

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that we, William N. Sperry and Marlene H. Sperry, in the State aforesaid, for and in consideration of the sum of Five Dollars ($5.00) and other considerations to us in hand paid at and before the sealing of these presents by James S. Klauber (hereinafter "Grantee"), 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 Grantee their heirs and assigns, the following described property, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

This being the same property conveyed to William N. Sperry and Marlene H. Sperry by deed recorded on November 2, 1977, in the Office of the Clerk of Court for Greenwood County, in Volume 261 at Page 832.

THE WITHIN CONVEYANCE is made subject to all conditions, restrictions, rights-of-way and easements of record or which would be apparent upon a reasonable inspection of the property. The limitation expressed in this paragraph shall relate only to Tract I described in Exhibit A.

Grantees Address: 406 East Henrietta Avenue
Greenwood, South Carolina 29646

TMS #: _____

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

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, and the said Grantee's Heirs and Assigns forever.

And We do hereby bind ourselves, our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Grantee, and the said Grantee's Heirs and Assigns against ourselves and our Heirs and Assigns and all other persons whomever lawfully claiming, or to claim the same, or any part thereof.

Witness our Hands and Seals this 31st day of December in the year of our Lord One Thousand Nine Hundred and Ninety One and in the Two Hundred and Sixteenth year of the Sovereignty and Independence of the United States of America.

0 0 0 8 5 4

954

Signed, sealed and delivered
in the presence of:

Vernon M. Strickland
First Witness (Also sign notary below)

Dean H. Strickland
Second Witness

William N. Sperry (SEAL)
William N. Sperry

Marlene H. Sperry (SEAL)
Marlene H. Sperry

THE STATE OF SC

COUNTY OF Greenwood

PERSONALLY APPEARED before me the undersigned First Witness and made oath that he saw the within named William N. Sperry and Marlene H. Sperry sign, seal and as their act and deed, deliver the within written Title to Real Estate; and that he with the Second Witness signed above witnessed the execution thereof.

Sworn to before me this 6th day of August A.D. 1991

Vernon M. Strickland
First Witness

[SEAL] Dean H. Strickland
Notary Public

My commission expires: 3-23-91

3
Jan AD 92
R. Bruce Smith

EXHIBIT A

Tract 1: All that certain piece, parcel, or tract of land situate, lying and being in the City of Greenwood, County of Greenwood, shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared for James S. Klauber shown and designated as an unnamed lot and Lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right-of-way of Henrietta Avenue and thence running north 61°40'21" east a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing of north 68°51'48" east a distance of 52.55 feet, more or less, to a point; thence turning and running south 37°37'41" east a distance of 173.40 feet, more or less, to a point; thence turning and running south 57°39'29" west a distance of 49.88 feet, more or less, to an iron pin; thence south 63°42'42" west a distance of 81.40 feet, more or less, to an iron pin; thence south 52°9'51" west a distance of 65.76 feet, more or less, to an iron pin; thence turning and running north 40°00'02" west a distance of 72.44 feet to an iron pin; thence north 40°03'29" west a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the northeast by property now or formerly of Janella Young Buzhardt, on the southwest by property of John E. Grant, Jr. and property of persons unknown, on the southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 16 at Page 69 Office of the Clerk of Court for Greenwood County.

This being the same property conveyed to William M. Sperry and Marlene H. Sperry by deed recorded on November 2, 1977, in the Office of the Clerk of Court for Greenwood County, in Volume 261 at page 832.

Tract 2: All of our right, title and interest, if any, of that certain piece, parcel, or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the southeastern side of Henrietta Avenue and continuing north 64°36'00" east a distance of 75.55 feet, more or less, thence turning and running on a bearing of south 45°02'00" east a distance of 41.12 feet, more or less, to a point; thence turning and running south 68°51'48" west a distance of 52.55 feet, more or less, to an iron pin; thence south 61°40'21" west a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence turning and running in generally a northerly direction along the southeastern edge of right-of-way of Henrietta Avenue to the point of beginning and is bounded on the north and northeast by property now or formerly of Janella Young Buzhardt, on the south by Tract 1 described above and on the west by Henrietta Avenue.

0 0 0 8 5 6

856

EXHIBIT "B"

0 0 0 8 6

The State of South Carolina

COUNTY OF GREENWOOD } 7:14:34

GRANTEE'S ADDRESS:
615 East Henrietta Ave.
Greenwood, SC 29646

Book 2 Pg. 92
Book 366 Pg. 862

QUITCLAIM DEED

WHEREAS, A.S. Wilkinson, late of the County of Greenwood, caused a plat of Green Acres Subdivision to be recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 2 at Page 9, showing an unnamed street running from Henrietta Street to Cokesbury Street which has never been opened and;

WHEREAS, the Grantor herein is the sole surviving heir of A.S. Wilkinson as will appear by reference to the estates of A.S. Wilkinson filed in the Office of the Probate Court for Greenwood County in Probate Box 404, Package 3, the estate of Nancy Green Wilkinson filed in Probate Box 424, Package 6, and the estate of Minnie Green Wilkinson as filed in File Number 89ES2400102, Probate Court for Greenwood County; and

WHEREAS, said street was closed between Cokesbury Street and the common boundary of Lots 10 and 11 but remained open for the use and benefit of the owners of Lots 11 and 12 as will more fully appear by reference to an agreement between A.S. Wilkinson and J. Ernest Young, Macy May George, Mike G. Miserlis, and Sam Agnew, dated March 31, 1954, recorded in Deed Book 105 at Page 367; and

WHEREAS, the Grantor herein has no interest in the unopened portion of the roadway and desires to convey the same to the Grantor.

KNOW ALL MEN BY THESE PRESENTS, That Sara Catherine Wilkinson, County of Greenwood

in the State aforesaid, in consideration of the sum of Five Dollars ($5.00) Dollars to me in hand paid at and before the sealing of these presents, by James S. Klauber, County of Greenwood 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~~ and Quit Claim unto the said James S. Klauber, the following described property, to wit:

All that certain piece, parcel or strip of land situate, lying and being in the City of Greenwood, County of Greenwood and being the southwestern end of an unopened street as shown on a plat of Green Acres Subdivision surveyed for Head-Wilson Properties, Inc. by Thomas C. Anderson on September 4, 1937, recorded in the Office of the Clerk of Court for Greenwood County in Plat Book ____ at Page ____. Said strip is bounded on the northwest by Lot 1 of Block B, on the northeast by the portion of the roadway heretofore closed by agreement recited above; on the southeast by Lots 11, 12, and Lot A as shown on said plat and the unnamed lot, all of which together make up 406 East Henrietta Avenue; on the southwest by Henrietta Avenue and on the northwest by Lot 1 of Block C and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat.

This is a portion of the property conveyed to A.S. Wilkinson by Nannie R. Briggs by Deed dated February 8, 1934, recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 82 at Page 323.

98-12-15-18 Qct 09

(80)

98000

863

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 James S. Klauber, his Heirs and Assigns forever.

~~AND I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said James S. Klauber, his Heirs and Assigns against myself and my Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.~~

WITNESS my Hand and Seal this 30th day of December in the year of our Lord one thousand nine hundred and ninety-one (1991) and in the two hundred and fifteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Wm. K. Charles

Dora P. Hunter

Sara Catherine Wilkinson (L.S.)
Sara Catherine Wilkinson

(L.S.)

(L.S.)

0 0 0 8 6 4

864

The State of South Carolina

COUNTY OF GREENWOOD

Personally appeared before me William K. Charles, III

and made oath that he was present and saw the within named Sara Catherine Wilkinson

Sign, Seal and as her Act and deed deliver the within written deed, and that he, with Ann B. Gunter

witnessed the execution thereof.

SWORN to before me this the 30th

day of June A.D., 19 91

(L.S.)

Notary Public for South Carolina

My Commission Expires 1/2/2001

Wm. K. Charles

Greenwood County, SC

C-C

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Sara Catherine Wilkinson

TO

James S. Klauber

Title To Real Estate

Filed this 2 day of Jan A.D., 19 92

And Recorded in Book 366

Page 862 Fee $

Pat Dawson C.C.C.P.

Greenwood County, S.C.

Recorded this 3 day of Jan A.D., 19 92

In Book Deeds Page 290

Auditor.

Fee $

R. Brian Smith Auditor.

Greenwood County, S.C.

865

5 98000

EXHIBIT "C"

Exempt

26 April 99
568 346
3 pm

T.N.E.

TM # 98-12-15-018

Title to Real Estate

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

KNOW ALL MEN BY THESE PRESENTS, that I, James S. Klauber, hereinafter Grantor, in the State aforesaid, for and in consideration of the sum of Five and No/100ths ($5.00) Dollars and no other consideration to me in hand paid at and before the sealing of these Presents by **Karen Hughston Klauber**, hereinafter Grantee, 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 Grantee, her heirs and assigns, forever, the following described property, to-wit:

All that certain piece, parcel, or tract of land situate in, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, as shown on a plat prepared by Paul C. Wash, dated December 31, 1991, prepared for James S. Klauber shown and designated as an unnamed lot and Lots 11 and 12 when taken as a whole are described as follows:

Beginning at a point within the right-of-way of Henrietta Avenue and thence running North 61°40'21" East a distance of 155.01 feet, more or less, to an iron pin found; thence continuing on a bearing North 68°51'48 East a distance of 52.55 feet, more or less, to a point; thence turning and running South 37°37'41" East a distance of 173.40 feet, more or less, to a point; thence turning and running South 57°39'29" West a distance of 49.88 feet, more or less, to an iron pin; thence South 52°9'51" West a distance of 65.76 feet, more or less, to an iron pin; thence turning and running North 40°00'02" West a distance of 72.44 feet, more or less, to an iron pin; thence North 40°03'29" West a distance of 120.73 feet, more or less, to the point of beginning in the roadway and being bounded on the northeast by property now or formerly of Jenella Young Buzhardt, on the southwest by property of John E. Grant, Jr. and property of persons unknown, on the southeast by property now or formerly of Charles B. Alexander and William B. and Laurie M. Cordell, on the northwest by Henrietta Avenue and Tract 2 and has such shape, metes, courses and distances as will more fully appear by reference to the aforesaid plat, recorded in Plat Book 66 at Page 69 in the Office of the Clerk of Court for Greenwood County.

Tract 2: All of our right, title and interest, if any, of that certain piece, parcel, or tract of land situate, lying and being in the City of Greenwood, County of Greenwood shown and designated as an Unopened Street on a plat prepared by Paul C. Wash for James S. Klauber on December 31, 1991. According to said plat, said unopened street is described as follows:

Beginning at an iron pin on the southeastern side of Henrietta Avenue and continuing North 64°36'00" East a distance of 75.55 feet, more or less, thence turning and running on a bearing of South 45°02'00" East a distance of 41.12 feet, more or less, to a point; thence turning and running South 68°51'48" West a distance of 52.55 feet, more or less, to an iron pin; thence South 61°40'21" West a distance of 122.84 feet to a point on the edge of Henrietta Avenue; thence

turning and running in generally a northerly direction along the southeastern edge of right-of way of Henrietta Avenue to the point of beginning and is bounded on the north and northeast by property now or formerly of Jenella Young Buzhardt, on the South by Tract 1 described above and on the west by Henrietta Avenue

Tract 1 is the identical property conveyed to the Grantor by deed of William N. Sperry and Marlene Sperry dated December 31, 1991 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 853 on January 2, 1992. Tract 2 is the identical property conveyed to the Grantor by quitclaim deed from Sara Catherine Wilkinson dated December 30, 1991 and recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 366 at Page 862 on January 2, 1992.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, her heirs and assigns, forever.

AND I do hereby bind myself, my heirs and assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee and her heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof

WITNESS My Hand and Seal this 26 day of Apr, 12, in the year of our Lord one thousand nine hundred and ninety-nine and in the two hundred and twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Witness

James S. Klauber, Grantor

Notary

347

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Grantor sign, seal, and as his act and deed, deliver the within written Deed, and that (s)he, with the other witness subscribing above, whose signature is affixed thereto as the Notary, witnessed the execution thereof.

Witness

Sworn to and subscribed before me
this 22 day of Mar, 1995.

(L.S.)
Notary Public for South Carolina

My Commission Expires: 11/24/04

Grantees' Mailing Address: 406 Henrietta Ave. E.
Greenwood, SC 29649

DEED PREPARED BY:
DONALD A. LONG, ESQ.
The Grier Building
127 Main Street, Suite 306
Greenwood, S.C. 29646

348

3

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD) AFFIDAVIT

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, located at 406 Henrietta Ave. E., bearing Greenwood County Tax Map Number _____, was transferred by James S. Klauber to Karen Hughston Klauber on February 19, 1999.
Feb 26, 1999

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 stockbroker, 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): see no. 1
(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 realty which is _____.

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

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

6. The deed recording fee is computed as follows.

(a) Place the amount listed in item 4 above here: _____

(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: _____ 349

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: closing agent - attorney.

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

SWORN to before me this 26 day of [illegible], 19[illegible]

(L.S.)
Notary Public for SC
My Commission Expires: 11/25/07

Responsible Person Connected with the Transaction

Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. "Consideration paid or to be paid in money's worth included, 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 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 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.

350

James E Young, Jr.
106 Amherst Drive
Greenwood, SC. 29649
December 17, 2018

Mr. Kenneth W Poston
414 Main Street
Greenwood, SC. 29646

Dear Kenny,

I grew up at 414 Henrietta Ave. which is next door to Robbie and Paula Boone's house. Their house was built by Linda Self's father. Mr. Coleman built the house with a setback proper to Henrietta but not to the 40 foot road in their front yard. As the house was finished, he sold it out of concern for that road. He then built the house on the Cokesbury Highway where Linda and her sister grew up.

In the 1950's the 40 foot road designed to be behind our house and emerge onto Henrietta in front of the Boone's was closed except for that small portion between us. When Jim Klauber lived there, he had the great legal notion to get a Quit-Claim deed to the road. He then placed a fence from his house down the center of the road. When Watson Dorn explained "road" to him, he removed the fence.

The Boones honestly think the road is theirs to do with as they wish. I've asked them to remove the fence they placed at the end of the road and move their motor home and trailers. He is going to meet with you to get your input. He needs to remove these things but more importantly he needs to close this road. I have suggested all kinds of solutions. He thinks well of you, and I think you could solve a problem between friends. This would be much better than by court order. I would share his expense.

(I plan to get a quit-claim deed to this road and to that portion of Highway 25 that runs between Ware Shoals and Greenville!)

Sincerely,

James E Young, Jr.

February 28, 2019

Dear Mr. and Mrs Boone,

Circumstances being as they are, I find the house at 414 Henrietta Ave. to be in my ownership. I respectfully request that you remove the fence you placed at the end of the Green Acres road which goes to lot 10 of section C. Also, I ask that you remove the trailers, vehicles and other obstacles in the roadway as they inhibit the legal access to my property.

Your immediate attention to this matter is in everyone's best interest.

With kind regards,

James E. Young, Jr.

LAW OFFICE OF
C. RAUCH WISE
Attorney & Counselor at Law
305 Main Street
Greenwood, SC 29646
e-mail rauchwise@gmail.com

C. Rauch Wise

Telephone
(864) 229-5010
Facsimile
(864) 229-2665

August 16, 2019

Paula P. And Robbie T. Boone
406 East Henrietta Avenue
Greenwood, SC 29649

Dear Mr. and Mrs. Boone:

I have been contacted by Ernest Young concerning the fence that was erected along the side of the road adjoining Mr. Young's property. I am sure that you are familiar with the history of this property. In April of 1954, a road that existed on a plat was abandoned except for that portion adjoining lots 11 and 12 of Green Acres Subdivision. The road was to remain open along those two lots.

Over the years, Mr. Young's father, and later, Ernest Young himself used the road to access the rear of their property for purposes of cutting grass and other maintenance. There is no other feasible access to the back yard of Mr. Young's property except along this road.

Mr. Young is in dire need of moving some equipment into the back yard to make improvements so the house can either be rented or sold. After you erected the fence, he is unable to access the rear of his property.

I would like to discuss with you the possibility of resolving this matter. The easiest way would simply be to remove enough fence along the edge of the road so Mr. Young can have access to the rear of his property. I frankly know of no other property owners that are impacted by your blocking off the road. If Mr. Young is able to enhance the value of his property, it will, of course, also benefit you.

I would appreciate your calling me upon receipt of this letter so that we can discuss any possible solution to this matter.

With kindest regards, I am

Very truly yours,

C. Rauch Wise

CRW/slt

cc James Ernest Young

LAW OFFICE OF
C. RAUCH WISE
Attorney & Counselor at Law
305 Main Street
Greenwood, SC 29646
e-mail rauchwise@gmail.com

C. Rauch Wise

Telephone
(864) 229-5010
Facsimile
(864) 229-2665

October 11, 2019

Paula P. And Robbie T. Boone
406 East Henrietta Avenue
Greenwood, SC 29649

Dear Mr. and Mrs. Boone:

I met with Ernest Young today concerning the property dispute. He agrees that it is a good idea to simply work upon division of the property and everybody agreeing that the unopened road is, in fact, abandoned. His proposal is to take the plat of Paul C. Wash that was prepared for James S. Klauber and draw a straight line dividing the unopened street in half. This would give you approximately 20 feet to be used for parking your mobile home and would give Mr. Young 20 feet to have access to his back yard. If you move the fence, he will bear any costs in leveling the back portion of the unopened street that he would own so that he would have access to his back yard. Both parties would then agree to put on the record that the unopened street is, in fact, abandoned. Mr. Young is willing to bear all of the costs involved in preparing the documents.

I am enclosing herewith a copy of the plat with the approximate location of the dividing line. The intent, as I mentioned, is to simply divide the unopened street equally.

If this is satisfactory to you, please advise.

With kindest regards, I am

Very truly yours,

C. Rauch Wise

CRW/slt

cc Ernest Young

LAW OFFICE OF
C. RAUCH WISE
Attorney & Counselor at Law
305 Main Street
Greenwood, SC 29646
e-mail rauchwise@gmail.com

C. Rauch Wise

Telephone
(864) 229-5010
Facsimile
(864) 229-2665

March 5, 2020

Paula P. And Robbie T. Boone
406 East Henrietta Avenue
Greenwood, SC 29649

Dear Mr. and Mrs. Boone:

I met with Ernest Young concerning my letter of October 11, 2019, concerning the roadway. I have not heard back as to a suggestion concerning my letter of October 11, 2019. Ernest has suggested that the three of us sit down in my office and see if we can amicably resolve this matter in some form.

I would appreciate your contacting my office to make a time for us to meet to discuss this matter.

With kindest regards, I am

Very truly yours,

C. Rauch Wise

CRW/slt

LAW OFFICE OF
C. RAUCH WISE
Attorney & Counselor at Law
305 Main Street
Greenwood, SC 29646
e-mail rauchwise@gmail.com

C. Rauch Wise

Telephone
(864) 229-5010
Facsimile
(864) 229-2665

March 25, 2020

Paula P. And Robbie T. Boone
406 East Henrietta Avenue
Greenwood, SC 29649

Dear Mr. and Mrs. Boone:

I wrote you on March 5, 2020, concerning a meeting between Mr. Young and yourselves to resolve this matter. I have not heard back from that letter. If you would like to meet to discuss this matter to see if it can be resolved short of litigation, I would appreciate your calling my office and making an appointment. I am sure Mr. Young will be available any time unless he is out of town on vacation. I think it is best for all concerned that we at least sit down and try to resolve this matter prior to getting the Court involved.

With kindest regards, I am

Very truly yours,

C. Rauch Wise

CRW/slt

cc Ernie Young

LAW OFFICE OF
C. RAUCH WISE
Attorney & Counselor at Law
305 Main Street
Greenwood, SC 29646
e-mail rauchwise@gmail.com

C. Rauch Wise

Telephone
(864) 229-5010
Facsimile
(864) 229-2665

August 19, 2020

Paula P. And Robbie T. Boone
406 East Henrietta Avenue
Greenwood, SC 29649

Dear Mr. and Mrs. Boone:

I have previously written you concerning sitting down with Ernest Young and resolving the matter concerning the property line. I have not heard back from you, but I am sure part of that is due to the coronavirus. I would appreciate your advising me within ten days from the date of this letter if you are willing to sit down and discuss this matter. I believe it could be resolved amicably between both parties. If I do not hear from you, I have been instructed by Mr. Young to file a suit to have the Court resolve the issue with the boundary line.

With kindest regards, I am

Very truly yours,

C. Rauch Wise

CRW/slt

cc Ernest Young

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**EIGHTH JUDICIAL CIRCUIT**
COUNTY OF GREENWOOD	)	**2021-CP-24-00361**
	)	
James Ernest Young, Jr.	)	
	)	
Plaintiff,	)	
	)	**AFFIDAVIT**
vs.	)	
	)	
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

Paula P. Boone, personally appearing before me, who being duly sworn, states the following:

1. My name is Paula P. Boone. I am a resident of Greenwood, South Carolina and currently reside at 406 East Henrietta Avenue, Greenwood, SC 29649.

2. I am over the age of eighteen (18) years and am competent to make this affidavit.

3. That during my ownership of 406 East Henrietta Avenue, Greenwood, SC 29649, I have occupied the property as a residence, and maintained the grounds upon the subject property as a residential yard.

4. That in 2016, fencing on the property was installed which totaled $2,000.00.

5. That on or about August 15, 2017, Kinard's LLC cleared, filled and laid crush and run, and installed electric service. Kinard's LLC's invoice for improvements totaled $5,751.36, which is attached hereto as Exhibit "A".

6. That on or about June 29, 2019, the installation of a concrete was completed by Billy Allen, which cost $6,384.00 as evidenced by the invoice attached hereto as Exhibit "B".

7. That on or about May 20, 2020, the installation of a concrete sidewalk with brick border and brick border along one side of the driveway was completed by Billy Allen which costs $7,570.00 as evidenced by the invoice attached hereto as Exhibit "C".

8. That in 2020, I had sod installed around the concrete pad which costs $2,000.00.

9. That in October, 2020, Wyatt Farms completed landscaping and installed irrigation, which totaled $15,161.00, as evidenced by the quote attached hereto as Exhibit "D".

10. That on or about August 22, 2022, we paid $3,800.00 to Lee Ferqueron to remove a dead 130-foot pine tree.

11. That in 2023-2024, we paid Lee Ferqueron approximately $2,000.00 to remove a dead 120-foot oak tree from the rear boundary of the concrete pad.

12. That on or about August 29, 2025, I hired Ricky Fisher to replace 150-foot electric cable, install sewer lines and install water to service the concrete pad. This invoice totaled $6,000.00 and is attached hereto as Exhibit "E".

FURTHER AFFIANT SAYETH NOT.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

Paula P. Boone

SWORN to before me this 26th
day of November, 2025.

Emily E Greer
Notary Public for South Carolina
My Commission Expires: 7-14-2031

EMILY E. GREER
NOTARY
My Comm. Exp.
7-14-31
PUBLIC
SOUTH CAROLINA

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**EIGHTH JUDICIAL CIRCUIT**
COUNTY OF GREENWOOD	)	**2021-CP-24-00361**
	)	
James Ernest Young, Jr.	)	
	)	
Plaintiff,	)	
	)	**AFFIDAVIT**
vs.	)	
	)	
Robbie T. Boone and Paula P. Boone,	)	
	)	
Defendants.	)	

Robbie T. Boone, personally appearing before me, who being duly sworn, states the following:

1. My name is Robbie T. Boone. I am a resident of Greenwood, South Carolina and currently reside at 406 East Henrietta Avenue, Greenwood, SC 29649.

2. I am over the age of eighteen (18) years and am competent to make this affidavit.

3. That during my ownership of 406 East Henrietta Avenue, Greenwood, SC 29649, I have occupied the property as a residence, and maintained the grounds upon the subject property as a residential yard.

4. That in 2016, fencing on the property was installed which totaled $2,000.00.

5. That on or about August 15, 2017, Kinard's LLC cleared, filled and laid crush and run, and installed electric service. Kinard's LLC's invoice for improvements totaled $5,751.36, which is attached hereto as Exhibit "A".

6. That on or about June 29, 2019, the installation of a concrete was completed by Billy Allen, which cost $6,384.00 as evidenced by the invoice attached hereto as Exhibit "B".

7. That on or about May 20, 2020, the installation of a concrete sidewalk with brick border and brick border along one side of the driveway was completed by Billy Allen which costs $7,570.00 as evidenced by the invoice attached hereto as Exhibit "C".

8. That in 2020, I had sod installed around the concrete pad which costs $2,000.00.

9. That in October, 2020, Wyatt Farms completed landscaping and installed irrigation, which totaled $15,161.00, as evidenced by the quote attached hereto as Exhibit "D".

10. That on or about August 22, 2022, we paid $3,800.00 to Lee Ferqueron to remove a dead 130-foot pine tree.

11. That in 2023-2024, we paid Lee Ferqueron approximately $2,000.00 to remove a dead 120-foot oak tree from the rear boundary of the concrete pad.

12. That on or about August 29, 2025, I hired Ricky Fisher to replace 150-foot electric cable, install sewer lines and install water to service the concrete pad. This invoice totaled $6,000.00 and is attached hereto as Exhibit "E".

FURTHER AFFIANT SAYETH NOT.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

Robbie T. Boone

SWORN to before me this 26th
day of November, 2025.

Emily E. Greer
Notary Public for South Carolina
My Commission Expires: 7-14-2031

EMILY E. GREER
NOTARY
My Comm. Exp.
7-14-31
PUBLIC
SOUTH CAROLINA

EXHIBIT "A"

KINARDS
GREENWOOD, SC

Kinard's LLC
118 Rock Church Road
Greenwood, SC 29649 US

BILL TO
Robbie Boone

INVOICE K-3141

DATE 08/15/2017

DUE DATE 08/18/2017

DATE	ACTIVITY	AMOUNT
08/15/2017	**Driveway** Hours Stumping using PC220, 4 @ $110.00	440.00
08/15/2017	**Driveway** Lowboy Moves, 2 @ $250.00	500.00
08/15/2017	**Driveway** Hours Grading w/D39, 8 @ $80.00	640.00
08/15/2017	**Driveway** Hours Steel Drum Roller, 4 @ $80.00	320.00
08/15/2017	**Driveway** Loads of Dirt, 9 @ $100.00	900.00
08/15/2017	**Driveway** Loads of 3-Inch Stone, 2 @ $670.00	1,340.00
08/15/2017	**Driveway** Loads of Crusher Run Stone, 3 @ $400.00	1,200.00
08/15/2017	**Service-Other** Rental - Tracked Trencher, 1 @ $129.47	129.47
08/15/2017	**Services** Labor - Trencher, 1 @ $150.00	150.00
08/15/2017	**Supplies/Materials** Direct Burial Cable, 1 @ $131.89	131.89

TOTAL DUE **$5,751.36**

Thank you for your Business!

EXHIBIT "B"

Billy Allen

408 Asbury Rd.

Hodges, SC 29653

864.910.1011

June29, 2019

Invoice to: PB Holdings

Cost includes all includes labor and material

Installed Concrete pad 16 X 50 X 8" thick

Installed Sidewalk/landings

Provided 2 loads of crush and 1 load of fill material

Cost for stone; and fill material. Due when bill comes in

Cost for sidewalk/landings —$540.00

Cost for pad install—. $ 5,844.00

Total due: $6,384.00

Payment due upon receipt

Thank you

Billy Allen

EXHIBIT "C"

Billy Allen

408 Asbury Rd.

Hodges, SC 29653

864.910.9797

May 20, 2020

Invoice to: PB Holdings.

Installed Concrete Sidewalk with Brick Border and brick border down one side of driveway

Price quoted included installation of sidewalk, labor and materials, but did not include cost of brick, or the cost of gravel for sub grade under walkway and topping off of driveway.

Material cost not included in quote:

Gravel	$592.00
Brick	$579.00
2 loads of screened topsoil	$749.00
2 loads of fill dirt.	$450.00

Total $2,370.00

Price quoted $5,200.00

Total Due: $7,570.00

Thank you

Billy Allen

EXHIBIT "D"

WYATT FARMS

QUOTE

Front and Backyard (plants, soil, mulch, drainage, irrigation and labor)

Wyatt Farms
110 Wyatt Court
Greenwood, SC 29649
864-227-8861 WyattFarms.WT@gmail.com

QUOTE # 2
DATE: **10/2/2020**
QUOTE EXPIRES IN 30 DAYS

TO Robbie Boone
406 Henrietta Avenue E
Grenwood, SC 29646
10178

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Wyatt Thompson	Front Yard + Side Deck	Due upon Completion	Due upon Completion

QTY	DESCRIPTION	SIZE	LINE TOTAL
1.00	Labor	hrs.	
1.00	Althea 3 gallon		
2.00	Crape Myrtle 'Natchez' - 10' to 12'		
11.00	Lantana 'Miss Huff' 1 gallon		
1.00	Misc. Drainage Supplies		
10.00	Wild Ginger 1 gallon		
1.50	Mulch- Double Ground 10 yards		
2.00	Drip Irrigation Zones		
1.50	Soil Conditioner- 10 yards		
9.00	Osmanthus Fragrans- Tea Olive 6' Tall		
8.00	Pink Muhly Grass 3 gallon		
3.00	Fatsia 3 Gallon		
26.00	Rain Lily 1 gallon		
14.00	Asiatic Jasmine 1 gallon		
6.00	Azalea Encore 'Autumn Carnation' 3 gallon		
1.00	Rising Sun Redbud 2.5		
5.00	Hydrangea, 'Limelight' 3 gallon		
2.00	Equipment Fee		
0.50	Tools		
1.00	Fertilizer/Pre-emergent		
		TOTAL	15,161.23

EXHIBIT "E"

INVOICE #100

Ricky Fisher

2407 Ridge Rd.
Hodges, SC 29653
CITY, ST ZIP CODE
(864) 554-3115

DATE. **August 29, 2025**

BILL TO

Robbie Boone
406 Henrietta Ave. E
Greenwood, SC 29649

PHONE

FOR

Replace 150 ft of electric cable. Install sewer cleanout connect to sewer line 250 ft. Install water service to RV pad. 300 ft. Excavate 300 ft trench for installation of all.

Details	**AMOUNT**
Materials	$2,500.00
Equipment rental	$1,000.00
Labor	$2,500.00

SUBTOTAL	$6,000.00
TAX RATE	0.00%
OTHER	$0.00
TOTAL	$6,000.00

Make all checks payable to Ricky Fisher

THANK YOU FOR YOUR BUSINESS!

Wyatt Farms hereby proposes to furnish and guarantee material and labor in accordance with the above specifications.

- All work is to be completed according to standard practices.
- We guarantee hardy container grown shrubs, trees and sod for 30 days after installation. Our guarantee is void if plants/sod die from neglect or no irrigation for plants or sod.
- Perennials, annuals, roses, tropical, B & B trees and any plants planted in containers are not guaranteed.
- We reserve the right to market our work, while also ensuring the privacy and respect of our clients.
- This Quote is valid for 30 days.

Because our work is a living ecosystem, in order to support our clients after we leave the site and the job is complete, we strongly encourage our clients to use only NALP (National Association of Landscape Professionals) accredited companies to maintain the property, this includes lawn chemicals, TruGreen ChemLawn is not a viable option. If trees are installed or were existing before implantation of your landscape, we strongly encourage yearly monitoring by an ISA (International Society of Arborist) certified Arborist.

Payment to be made as follows:

- A 30% deposit is required to secure your placement on our installation schedule.
- The balance is due immediately upon completion of project or during walk through. We accept cash, check, VISA, or MasterCard. There will be a 3% processing fee for debit/credit cards.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

_____ _____

Customer Signature Date

RECEIVED
Aug 24 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas
Hon. W. Reid Cox, Jr., Special Referee

Appellate Case No. 2025-002595
Lower Case № 2021-CP-24-00361

James Ernest Young, Jr. . . . . Appellant

vs.

Robbie T. Boone and Paula P. Boone. . . . . Respondent
.

CERTIFICATE OF COUNSEL

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

August 24th, 2026

C. RAUCH WISE
Attorney at Law
305 Main Street
Greenwood, SC 29646
(8640 229-5010
S.C. Bar No. 6188

Attorney for Appellant